

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

August 6, 2024

9:30 AM

Governor Charley E. Johns Conference Center
1610 N Temple Ave
Starke, FL 32091

AGENDA

1. Chair to call meeting to order.

2. Public Hearing – Zoning

ACTION

- A. Consider Approval of S240502A (Timber Ranch FL., LLC) – Land Use Change for Bradford County parcel Number 01145-0-00500. Land Use Classification Change from Agricultural to Commercial.
(Please call for Public Comments prior to motion and vote.)
- B. Consider Approval of Z24-04 (Timber Ranch FL., LLC) – Zoning Change for Bradford County Parcel Number 01145-0-00500. Zoning Change from Agricultural (A-2) to Commercial Intensive (CI)
(Please call for Public Comments prior to motion and vote.)
- C. Consider Approval of S240502B (Timber Ranch FL., LLC) – Land Use Change for a portion of Bradford County parcel Number 01145-0-00500 and a portion of Bradford County Parcel Number 01151-0-00000. Land Use Classification Change from Agricultural to Commercial.
(Please call for Public Comments prior to motion and vote.)
- D. Consider Approval of Z24-05 (Timber Ranch FL., LLC) – Zoning Change for a portion of Bradford County Parcel Number 01145-0-00500 and a portion of Bradford County Parcel Number 01151-0-00000. Zoning Change from Agricultural (A-2) to Commercial Intensive (CI)
(Please call for Public Comments prior to motion and vote.)

3. Public Comments

- Three (3) minutes per speaker;
- Comments will not be accepted after the meeting begins;
- State your name and address into the record before addressing the board;
- Address your questions to the board, not county staff;
- Refrain from demands for an immediate board response; and
- No boisterous behavior, personal, impertinent, or slanderous remarks.

4. Approval of Consent Agenda

ACTION

- A. Meeting Minutes from 6-20-2024
- B. Meeting Minutes from 7-2-2024

- C. Consider Approval of Change Order No. 2 for SHIP Rehab File # 2019-7-S in the amount of \$10,637.50 for drywall and paint in the living room, hallway, and three bedrooms
- D. Consider Approving a Deviation from SHIP LHAP on SHIP Rehab File # 2019-7-S
- E. Consider Approval of a SHIP Rehabilitation Loan in an Amount Not to Exceed \$35,000 for SHIP File # 2020-6-S
- F. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- G. Consider approval of the proposed AvMed Renewal Rates for 2024-2025
- H. Approval of RFQ 2024-001 for Continuing Contracts for Engineering and/or Survey and Mapping Services

5. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, RELATING TO THE ANNUAL PROVISION AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE COUNTY; PROVIDING FOR ESTABLISHMENT OF THE BRADFORD COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT AND THE IMPOSITION OF FIRE PROTECTION ASSESSMENTS THEREIN; ESTIMATING THE TOTAL AMOUNT TO BE FUNDED THROUGH THE FIRE PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25; ESTABLISHING THE METHOD OF ASSESSING REAL PROPERTY SPECIALLY BENEFITED BY THE COUNTY'S PROVISION OF FIRE PROTECTION SERVICES AND FACILITIES; DESIGNATING THE COUNTY MANAGER OR DESIGNEE THEREOF AS ASSESSMENT COORDINATOR; DIRECTING THE ASSESSMENT COORDINATOR TO PREPARE A PRELIMINARY FIRE PROTECTION ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE FIRE PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

ACTION

6. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA OPPOSING THE PRO-ABORTION AMENDMENT TO FLORIDA CONSTITUTION.

ACTION

7. Contract Agreement with Roadway Management Technologies for Hardware/ Software to Proactively Provide the Level of Roadway Deterioration Throughout the County. (\$50,000)

ACTION

ACTION

8. Permission to extend lease and purchase equipment – Jason Dodds, Public Works Director
 - A. Extend an expired lease on 644 john deere loader (serial number 1DW644KZTKF696199) for 2 years at a cost of \$20,625.92 per year, with a buyout option of \$133,929.56 at the end of the 2-year lease agreement.
 - B. Return expired lease equipment - 644 john deere loader (serial number 1DW644KZCKF696234).
 - C. Purchase a 2022 john deere 2441 compact wheel loader for a cost of \$93,700.

9. Interlocal Agreement Between Alachua County Board of County Commissioners and Bradford County Board of County Commissioners and Columbia County Board of County Commissioners and Dixie County Board of County Commissioners and Gilchrist County Board of County Commissioners and Union County Board of County Commissioners Regarding Local Workforce Development Area 26

ACTION

10. Consider funding \$8,000 of an estimated \$10,000 for aquatic plant shredding for the overgrowth in Lake Sampson where water flows from the lake into the Sampson River Canal. BSWCD has approved to fund \$2,000 toward the cost.

ACTION

11. Opioid Abatement Funding Allocation – Use of Unspent Funds (\$87,271.84)

Discussion

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

13. Sheriff Reports – Gordon Smith, Sheriff

14. County Manager Reports – County Manager, Scott Kornegay

Information

- A. Community Resource Paramedicine Program Update

15. County Attorney Reports – Rob Bradley

16. Commissioner’s Comments

17. Chair’s Comments

NOTICE:

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6th, 2024

AGENDA ITEM: Consider approval of S240502A (Timber Ranch FL, LLC) - Land Use Change for Bradford County Parcel Number 01145-0-00500. See attached Legal Description : (Parcel 1)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL, LLC seeks approval to amend the Future Land Use Plan Map. of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Ten (10) acres, more or less, of land, pursuant to an application, S240502A, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification FROM AGRICULTURAL TO COMMERCIAL

ASSOCIATED COST / REVENUE GENERATED): \$1700.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

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

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S240502A.



Bradford County Property Appraiser

Kenny Clark, CFA | Starke, Florida | 904-966-6216

PARCEL: 01145-0-00500 (18362) | TIMBERLAND 80-89 (5500) | 40.51 AC
 12 5S 22 PORT OF THE FOLLOWING LYING WITHIN SEC 12: COM AT SW COR OF SEC 12, N88°20'29 E 63.18' FOR
 POB. N01°54'57 W 296.75', N03°21'12 E 1042.21', N8

TIMBER RANCH FL, LLC

Owner: 61 JARDIN DE MER PLACE
 JACKSONVILLE BEACH, FL 32250
 Site: N US HIGHWAY 301, LAWTEY

2024 Working Values

Mkt Lnd	\$0	Appraised	\$7,426
Ag Lnd	\$7,426	Assessed	\$7,426
Bldg	\$0	Exempt	\$0

NOTES:

Bradford County, FL



S240502A & Z 24-04

LEGAL DESCRIPTION: (PARCEL 1)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Section 12, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 56, 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301); thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right, and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 127.26 feet; thence run South 20 degrees 39 minutes 30 seconds East a distance of 1298.32 feet; thence run North 75 degrees 09 minutes 18 seconds West a distance of 668.54 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.



127.26' Apparent arbitrary calculated E/W Line

Eastern E/W Line

A=1043.68'
R=6674.59'
Ch. Dist=1042.21'
Ch. Br.=N032.112° E

Parcel 1
Total Area=
10.01 Acres +/-

NOTE: No Road Improvements observed.

E.0.36.86.00.65
27.98.69.11

L4 57

5/8" Labeled POOT

N75°09'18"W
688.54'
S75°09'18"E

N01°54'57"W
286.75'

30' Street as shown on plat of
"WOODLAWN" (Could find no evidence this
platted street has ever been opened)

South line of Section 12
North line of Section 13

N44°48'19"W
221.02'

POB

POC

Southwest corner of Section 12
Northwest corner of Section 13

Parcel 5
Total Area=
10.01 Acres +/-

NOTE: No Road Improvements observed.

N44°48'19"W
201.22'
S44°48'49"E

N44°48'19"W
179.33'

N01°54'57"W
336.16'

Found 4" CM Labeled
Repeater, S27°02'22"E, 8.33'

1053.72'
S88°21'17"W

O.R. 1700, Pages 76-78

1/2" Labeled
Wash Assoc. Inc

W/W Line



United States Highway Number 201
B/W Wash Assoc. Inc

W/W Line of Section 13

**BRADFORD COUNTY
COMPREHENSIVE PLAN AMENDMENT
APPLICATION**

Name of Property Owner:

Timber Ranch FL, LLC.

Address:

5230 Paylor Lane / 61 Jardin De Mer Place

City, State, Zip Code:

Sarasota FL 34240 / TAX Beach FL 32250

Telephone:

(413) 822-9734

Title Holder's Representative (Agent), if applicable:

Pete Scerbo

Address:

5230 Paylor Lane

City, State, Zip Code:

Sarasota FL 34240

Telephone:

(413) 822-9734

Please complete the following for proposed amendments to the Future Land Use Plan Map. For amendments to the text of the Comprehensive Plan, which do not require a Future Plan Use Map amendments, please omit responses to Part I and complete Part II of this Application.

PART I

Legal Description: (attach exact legal of property to be changed)

Portions of:
Parcel Number:

01145-0-00500 + 01151-0-00000

Section:

12 + 13

Township:

5 South

Range:

22 East

Total acreage of land to be considered under this amendment:

20.02

Present Use of Land:

Agricultural

(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category:

Present:

Ag.

Requested:

Comm.

PART II

For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Comprehensive Plan.

was made with respect to these premises,

Application No.

5240502A

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OR PLANS SUBMITTED HEREWITH ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo
Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]
Applicant/Agent Signature

Applicant/Agent Signature

4/26/24
Date

Date

LAND USE APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed: May 2nd 2024

Application No: 5240502A

Fee Amount: \$ 1700⁰⁰

Receipt No: _____

Date of Planning & Zoning Board Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date of Local Planning Agency Public Hearing: TBD

Date Notice Published: TBD Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s): 1ST _____ 2ND _____

Date(s) notice published: 1ST _____ 2ND _____

Newspaper: B.C. TELEGRAPH

Date Notice of Enactment of Ordinance published: _____

Newspaper: BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision: _____

(Granted/Denied)

Inst: 202404003369 Date: 03/22/2024 Time: 10:26AM
Page 1 of 6 B: 2083 P: 492, Denny Thompson, Clerk of Court
Bradford, County, By: RR
Deputy ClerkDoc Stamp-Deed: 1476.30

PREPARED BY:

**JAIME NORTHRUP, ESQ.
RAYONIER INC. – LAW DEPT
1 RAYONIER WAY
WILDLIGHT, FL 32097**

RETURN TO:

**KING TITLE LLC
KYRA JOHNSON
3389 MAGIC OAK LANE
SARASOTA, FL 34232**

**STATE OF FLORIDA
COUNTY OF BRADFORD**

SPECIAL WARRANTY DEED

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this ^{18th} day of March, 2024, from **RAYONIER FOREST RESOURCES, L.P.**, a/an Delaware limited partnership whose address is 1 Rayonier Way, Wildlight, Florida 32097 (“Grantor”), to **Timber Ranch FL, LLC**, a/an Florida Limited Liability Company, whose address is 61 Jardin De Mer Place, Jacksonville Beach, FL 32250 (“Grantee”).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Bradford County, Florida as more particularly described at **EXHIBIT “A”**, attached hereto and by reference made a part hereof (the “Property”).

TAX PARCEL ID# A PORTION OF 01145-0-00000 & A PORTION OF 01151-0-00000

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever **an undivided 100%** of the mineral interest owned by Grantor in all oil, gas, and other liquid or gaseous hydrocarbons, including, without limitation, all oil, gas, and other liquid or gaseous hydrocarbons from or within coal, lignite or shale seams, beds or formations; helium; geothermal resources including, without limitation, hydro pressured reservoirs, geopressed reservoirs, steam and other gases, hot water, hot brine, heat, natural gas dissolved in formation water and any associated energy found in such formation water; fissionable source materials; together with the right to store, inject and sequester liquid and gaseous Mineral Resources (as defined below) including but not limited to carbon dioxide (its derivatives and all mixtures, combinations, and phases, whether liquified or gaseous, stripped, segregated, or divided from any other stream, or produced from a chemical reaction) in subsurface pore space, salt domes, cavities, voids and other underground structures existing now or artificially hereafter created and which are now or hereafter susceptible to exploitation in or upon said Property (collectively, "Storage Reservoirs"), and the right to lease or construct Storage Reservoirs (collectively, "Oil and Gas").

With respect to Grantor's undivided 100% mineral interest in the Oil and Gas, grantor and its successors and assigns shall not have the right to occupy or use the surface of said Property without the **consent of Grantee**.

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever **an undivided 50%** of the mineral interest owned by Grantor in all coal, lignite and peat; base and precious metals; ores and industrial minerals; sand; clays; gravel; limestone; marble; granite; gemstones; and minerals other than Oil and Gas of any and every nature, kind and description whatsoever now or hereafter susceptible to commercial exploitation regardless of whether encompassed within the term "mineral" in legal or commercial usage on the date hereof (collectively, "Hard Minerals"; together with Oil and Gas, collectively, the "Mineral Resources") in or upon said Property, not previously reserved by others. Notwithstanding, Grantor hereby grants Grantee the right to personally use any peat, sand, clay and gravel located on the property for improvements on the Property itself without compensation being due to Grantor for such personal use.

With respect to Grantor's undivided 50% mineral interest in the Hard Minerals, grantor and its successors and assigns shall not have the right to occupy or use the surface of said Property without the **consent of Grantee**.

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **Exhibit "B"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.,
a/an Delaware limited partnership

By: Rayonier Timberlands Management, LLC,
a Delaware limited liability company
Its: Managing General Partner

Crystal C. Dietz (Sign)
Crystal C. Dietz (Print)
1 Rayonier Way, Wildlight, FL 32097

By: *Mark R. Bridwell*
Mark R. Bridwell
Title: Senior Vice President & Corporate Secretary

Crystal L. Cook (Sign)
Crystal L. Cook (Print)
1 Rayonier Way, Wildlight, FL 32097

Attest: *Jaime Northrup*
Jaime Northrup
As its: Assistant Secretary

**STATE OF FLORIDA
COUNTY OF NASSAU**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of March, 2024 by Mark R. Bridwell and Jaime Northrup, as Senior Vice President & Corporate Secretary and Assistant Secretary, respectively, of **RAYONIER TIMBERLANDS MANAGEMENT, LLC**, as Managing General Partner, by authority and on behalf of **RAYONIER FOREST RESOURCES, L.P.**, a/an Delaware limited partnership, on behalf of the limited partnership, and who are personally known to me or have produced _____ as identification.

Crystal L. Cook

Notary Public, State of Florida
Name: Crystal L. Cook
My Commission No.: HH9615
Commission Expires: 6/11/24

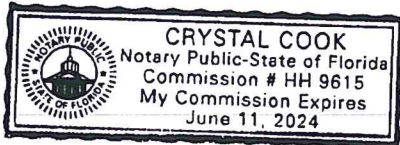


EXHIBIT "A"

Legal Description of Property

A parcel of land containing a total area of 50.2 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, Lots 55 and 58, and a portion of Lots 54, 56, 57 and 59 of Section 12, including also the adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13, Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right; thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 936.10 feet; thence run North 88 degrees 04 minutes 03 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 322.81 feet; thence run South 89 degrees 42 minutes 53 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 115.07 feet; thence run South 87 degrees 20 minutes 28 seconds East, continuing along said apparent Southerly maintained right of way line, a distance of 135.33 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad; thence run South 16 degrees 31 minutes 09 seconds West, along said Westerly right of way line, a distance of 1741.68 feet to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

EXHIBIT "B"
Permitted Exceptions

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;
- (c) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (d) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (e) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (f) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (g) All matters of record, outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (h) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
- (i) Any reservations set forth in this Special Warranty Deed;
- (j) Lack of access;
- (k) All matters of public record; and
- (l) Those certain title defects or exceptions contained in that certain Title Commitment from Agents National Title Insurance Company to Grantee under Issuing Office File No. 24-1020, effectively dated February 09, 2024, as may be revised.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

TIMBER RANCH FL, LLC

Filing Information

Document Number	L24000036573
FEI/EIN Number	NONE
Date Filed	01/18/2024
Effective Date	01/18/2024
State	FL
Status	ACTIVE

Principal Address

61 JARDIN DE MER PLACE
 JACKSONVILLE BEACH, FL 32250

Mailing Address

61 JARDIN DE MER PLACE
 JACKSONVILLE BEACH, FL 32250

Registered Agent Name & Address

FOSHAY, BRYON

61 JARDIN DE MER PLACE
 JACKSONVILLE BEACH, FL 32250

Authorized Person(s) Detail

Name & Address

Title MGR

FOSHAY, BRYON
 61 JARDIN DE MER PLACE
 JACKSONVILLE BEACH, FL 32250

Annual Reports

No Annual Reports Filed

Document Images

[01/18/2024 -- Florida Limited Liability](#) [View image in PDF format](#)

**MANAGER'S WRITTEN CONSENT TO ACTION
IN LIEU OF SPECIAL MEETING
DESIGNATING, CONSTITUTING, APPOINTING & EMPOWERING
COMPANY AGENT**

Pursuant to Florida Statutes Section 605.04073, the undersigned, being the sole Manager of **Timber Ranch FL, LLC**, a Florida Limited Liability Company (hereinafter referred to as the "Company"), does hereby take, consent to and approve without a meeting the following written Consent to Action, which shall be treated for all purposes as a resolution properly passed at a special meeting of the Managers of the Company.

KNOW ALL MEN BY THESE PRESENTS, that it is hereby:

RESOLVED, that the undersigned, Bryon Foshay, the sole Manager of the Company, has and by these presents does hereby make, constitute and appoint **Peter Scerbo and Allen McIntyre** each as an agent of the Company (a "Company Agent"), reserving the right to revoke this Resolution or remove him/her from this position, to serve for the Company and in the Company's name, place and stead, to execute and deliver real estate contracts for the sale of lots and parcels in **Timber Ranch**, including amendments thereto; to grant, bargain, sell, or convey said lots and parcels, and to execute and deliver all documents necessary to accomplish same, to include, but not limited to, county documents and applications, closing/settlement statements, deeds of conveyance, bills of sale, affidavits of no liens, certificates of non-foreign status, assignments of property (both tangible and intangible), and all supporting affidavits, certificates, documents, agreements, and federal tax disclosure documents, including amendments thereto, required of the Company as a seller of real property.

It is the Company's intent to delegate and give unto said Company Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done to exercise the above powers and authority as fully, to all intents and purposes, as the Company's Manager might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that said Company Agent or his/her substitute shall lawfully do or cause to be done by virtue hereof.

Photographic or facsimile reproductions of this executed Consent to Action may be made and delivered by said Company Agent, and may be relied upon by any person to the same extent as though the copy were an original, and anyone who acts in reliance upon a reproduction of this Consent to Action, or upon any representation or certificate of said Company Agent, shall not be liable for permitting said Company Agent to perform any act pursuant to this Consent to Action.

IN WITNESS WHEREOF, the undersigned Manager has hereunto executed and delivered this Consent to Action as of the 10 day of MAY 2024.

Sealed and delivered in the presence of:

Timber Ranch FL, LLC, a Florida Limited Liability Company

By: Bryon Foshay, as its Manager

Witness

Jordan Shumack
Signature

Jordan Shumack
Print Name

Autumn
Signature

Autumn
Print Name

By: *Bryon Foshay*
Bryon Foshay, Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was subscribed before me this 6 day of May, 2024, by Bryon Foshay as Manager of Timber Ranch FL, LLC, who is personally known to me, or who produced _____ as identification, and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said company.

My Commission Expires:
2/10/2026

Jordan Shumack
Signature

NOTARY PUBLIC - STATE OF FLORIDA



JORDAN SHUMACK
Notary Public
State of Florida
Comm# HH227657
Expires 2/10/2026

CHECK LIST FOR NEW APPLICATIONS

Applicant Name: Timber Ranch LLC

Application Number: 5246502A

Companion: 224-04

- 1. School Capacity Assessment
a. If required, was it sent to the School Board for review? Yes/No
- 2. Is the application dated?
- 3. Is the applicant the owner?
a. If so, is it signed (by both husband and wife if jointly owned)? Yes/No
b. If an agent has been appointed, is there a signed agent letter? Yes/No
(i) If the agent is a company, what proof is there that the person signing the application is associated with that company?
- 4. Is the applicant a corporation?
a. If so, what proof is there that the person signing the application is associated with that company?
- 5. Is there proof of ownership?
- 6. Legal description: Parcel I
a. Yes/No
b. If not, state circumstances below:
- 7. Is the total acreage provided?
- 8. Is the Parcel ID provided?
- 9. Current land use classification/zoning district: Ag
- 10. Is the request clear? From Ag To Comm
9a. Does the zoning match the land use? Yes/No
9b. If in the County, is it in the DUDA? Yes/No
9c. RACEC? Yes/No
- 11. Is there a site plan enclosed for special exceptions, site and development plans, and special permit for temporary use applications?
- 12. Is there a map enclosed?
- 13. Is water and sewer available?

BRADFORD COUNTY ONLY (circle one)

- a. Camp Blanding Military Zone?
- b. St. Johns River Water Management District?

Yes/No
Yes/No

Notes:

Zoning Permit

BRADFORD COUNTY

BRADFORD, FLORIDA

ZONING DEPARTMENT

945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091

904-966-6223 Ext 3

Zoning Permit Number: 240105

SITE ADDRESS: TBD

PARCEL NO.: **01145-0-00500** ZONING: **AG-2**

ISSUED TO: **Timber Ranch Fl., LLC
61 Jardin De Mer Place
Jacksonville Beach, Florida 32250**

PERMIT TYPE: **App for Amendment - Land Use Map - Regular**

DETAILS **FLU Application from Ag to Comm**

PERMIT DATE: **05/02/2024**

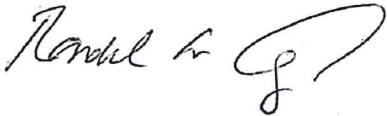
FEE: **1,700.00** EXPIRE DATE:

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

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

APPROVED BY:

DATE:



Randy Andrews , Zoning Director

May 02, 2024



Permit #: 240105

Permit Date: 05/02/24

Permit Type:

Permit Type: App for Amendment - Land Use Map - Regular

Applicant Name: Timber Ranch Fl., LLC

Applicant Address: 61 Jardin De Mer Place, Jacksonville Beach, Fl.

Applicant Phone: 413-822-9734

Description: FLU Application from Ag to Comm

Project Cost: 1700

Square Feet: 0

Front Setback:

Right Setback:

Left Setback:

Rear Setback:

Expiration Date:

Status: Closed

Assigned To: Randy Andrews

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
01145-0-00500	TBD	p/o Sec. 12, Ts. 5 S., Rg. 22 E. lying East of US Hwy 301	Timber Ranch Fl., LLC	413-822-9734	AG-2

Fees

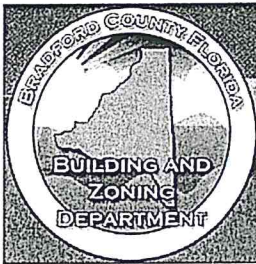
Fee	Description	Notes	Amount
App for Amendment- Land Use Map - Small	(10 acres or less)		\$1,700.00
Total			\$1,700.00

Attached Letters

Date	Letter	Description
05/02/2024		<u>Zoning Permit</u>
05/02/2024		<u>Zoning Permit</u>
05/02/2024		<u>Zoning Permit</u>
05/02/2024		<u>Zoning Permit</u>

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
05/02/2024	Pete Scerbo	FLU Application from Ag to Comm	Credit Card	Randy Andrews	\$1,700.00
				Outstanding Balance	\$0.00



BRADFORD COUNTY BUILDING AND ZONING DEPARTMENT

Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized Confirmation Number: 155605139

Your payment has been authorized successfully and payment will be processed.

Bradford County Building and Zoning thanks you for your payment. Credit Card services are provided by Bradford County Building And Zoning in connection with Point and Pay. This transaction will appear on your bill as County Payment Services. Signature _____ Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Zoning Permits payment of \$3,400.00 on Permit Number 240105, 240106, 240107 & 240108	\$3,400.00
Subtotal:	\$3,400.00
Convenience Fee:	\$100.30
Total Payment:	\$3,500.30

Customer Information

First Name: Pete
 Last Name: Scerbo
 Address Line 1: 61 Jardin De Mer Place
 Address Line 2:
 City: Jacksonville Beach
 State: Florida
 Zip Code: 32250
 Phone Number: 413-822-9734
 Email Address: pete@americanlandandlakes.com

Payment Information

Payment Date: 05/02/2024
 Card Type: Optima
 Card Number: *****002

Print

Finished

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6th, 2024

AGENDA ITEM: Consider approval of Z 24-04 (Timber Ranch FL., LLC) – Zoning Change for Bradford County Parcel Number 01145-0-00500. See attached Legal Description : (Parcel 1)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL., LLC seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Ten (10) acres, more or less, pursuant to an application, Z 24-04, by the property owner of said acreage, providing for Changing the Zoning District from **AGRICULTURAL (A-2) TO COMMERCIAL INTENSIVE (CI)**.

ASSOCIATED COST/ REVENUE GENERATED: \$ 1700.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

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

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve Z 24-04.

LEGAL DESCRIPTION: (PARCEL 1)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Section 12, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 56, 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301); thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet to the Point of Curvature of a curve to the right, and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run Northerly, continuing along said Easterly right of way line, a distance of 1043.68 feet as measured along the arc of a curve concave Easterly and having a radius of 5674.58 feet, said arc being subtended by a chord having a bearing of North 03 degrees 21 minutes 12 seconds East and a distance of 1042.21 feet, to the intersection with the apparent Southerly maintained right of way line of a County Maintained Graded Road (NE 247th ST); thence run North 88 degrees 35 minutes 24 seconds East, along said apparent Southerly maintained right of way line, a distance of 127.26 feet; thence run South 20 degrees 39 minutes 30 seconds East a distance of 1298.32 feet; thence run North 75 degrees 09 minutes 18 seconds West a distance of 668.54 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.

127.26' **Approximate Arbitrary Subdivision E/W Line**

Eastern 1/4 Line

A = 1043.68'
R = 6674.59'
Ch. Dist = 042.21'
Ch. Br = N032.112° E

**Parcel 1
Total Area =
10.01 Acres +/-**

NOTE: No fixed improvements observed.

**S50°07'30" E
1388.20'**

Lx 57

5/8" Labeled PDOT

**N75°08'18" W
688.54'
S75°08'18" E**

**N01°54'57" W
206.75'**

**30' Street as shown on plat of
"WOODLAWN" (Could find no evidence the
platted street has ever been opened)**

South line of Section 12

North line of Section 13

**N42°48'49" W
221.07'**

POB

POC

**Southwest corner of Section 12
Northwest corner of Section 13**

**Parcel 5
Total Area =
10.01 Acres +/-**

NOTE: No fixed improvements observed.

**N42°48'49" W
807.87'
S42°46'46" E**

**N42°48'49" W
178.33'**

**N01°54'57" W
338.16'**

**Found 4" CM Labeled
Repealer, S82°02'22" E, 6.33'**

**1053.72'
S88°21'17" W**

**1/2" Labeled
Walsh Assoc. Inc**

1/4" Line

Eastern 1/4 Line

O.R. 1750, Pages 78-79



USDA Forest Number - 201
United States Highway Number - 581
E/W Width Varies

USDA Forest Number - 15
United States Highway Number - 581

BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS AMENDMENT APPLICATION

Name of Property Owner: Timbor Ranch FL, LLC.

Address: 5230 Paylor Lane / 61 Jardin De Mer Place

City, State, Zip Code: Sarasota FL 34240 / JAX Beach FL 32250

Telephone: (413) 822-9734

Title Holder's Representative (Agent), if applicable: Pete Scerbo

Address: 5230 Paylor Lane

City, State, Zip Code: Sarasota FL 34240

Telephone: (413) 822-9734

Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations, which do not require an Official Zoning Atlas, please omit responses to Part I and complete Part II of this Application.

PART I
Legal Description: (attach exact legal of property to be changed)

Portions of
Parcel Number: 01145-0-00500 + 01151-0-00000

Section: 12 + 13 Township: 5 South Range: 22 East

Total acreage of land to be considered under this amendment: 20.02

Present Use of Land: Agricultural
(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category: Ag.

Zoning District: Present: Ag. - A-2

Requested: Comm. - "CI"

PART II
For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Land Development Regulations.

was made with respect to these premises,

Application No.

224-04

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OF PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo

Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]

Applicant/Agent Signature

Applicant/Agent Signature

4/26/24

Date

Date

RE-ZONING APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed: May 02nd 2024

Application No: 224-04

Fee Amount: \$ 1700

Receipt No:

Date of Planning & Zoning Board Public Hearing: TBD

Date Notice Published: TBD Newspaper:

Date of Local Planning Agency Public Hearing: TBD

Date Notice Published: TBD Newspaper:

Date(s) of Board of County Commissioners Public Hearing(s): 1ST 2ND

Date(s) notice published: 1ST 2ND

Newspaper: BRADFORD COUNTY TELEGRAPH

Date Notice of Enactment of Ordinance published:

Newspaper BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision:

(Granted/Denied)

Zoning Permit

BRADFORD COUNTY

BRADFORD, FLORIDA

ZONING DEPARTMENT

945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091

904-966-6223 Ext 3

Zoning Permit Number: 240106

SITE ADDRESS: TBD

PARCEL NO.: **01145-0-00500** ZONING: **AG-2**

ISSUED TO: **Timber Ranch Fl., LLC
61 Jardin De Mer Place
Jacksonville Beach, Florida 32250**

PERMIT TYPE: **App for Re-Zoning**

DETAILS **Zoning change from Ag-2 to CI**

PERMIT DATE: **05/02/2024**

FEE: **1,700.00** EXPIRE DATE:

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

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

APPROVED BY:

DATE:



May 02, 2024

Randy Andrews , Zoning Director



Permit #: 240106

Permit Type:

Address: TBD

City: Lawtey

State: Florida

Zip: 32058

Owner: Timber Ranch Fl., LLC

Owner Address: 61 Jardin Dr Mer Place

Owner City: Jacksonville Beach

Owner State: Florida

Owner Zip: 32250

Owner Phone: 413-822-9734

Owner Email: pete@americanlandandlakes.com

Receipt #: 1251

Date: 05/02/2024

Paid By: Pete Scerbo

Description: Rezoning from Ag-2 to CI

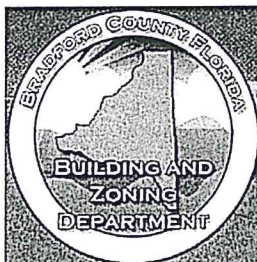
Payment Type:

Payment Type Description: Credit Card

Accepted By: Randy Andrews

Fees Paid

Fee Name	Fee Type Description	Factor	Total Fee	Amount Paid
App for Amendment- Land Use Map - Small Zoning	(10 acres or less)	0.00	1,700.00	1,700.00
			Total:	\$1,700.00



BRADFORD COUNTY BUILDING AND ZONING DEPARTMENT

Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized Confirmation Number: 155605139

Your payment has been authorized successfully and payment will be processed.

Bradford County Building and Zoning thanks you for your payment. Credit Card services are provided by Bradford County Building And Zoning in connection with Point and Pay. This transaction will appear on your bill as County Payment Services. Signature _____ Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Zoning Permits payment of \$3,400.00 on Permit Number 240105, 240106, 240107 & 240108	\$3,400.00
Subtotal:	\$3,400.00
Convenience Fee:	\$100.30
Total Payment:	\$3,500.30

Customer Information

First Name: Pete
 Last Name: Scerbo
 Address Line 1: 61 Jardin De Mer Place
 Address Line 2:
 City: Jacksonville Beach
 State: Florida
 Zip Code: 32250
 Phone Number: 413-822-9734
 Email Address: pete@americanlandandlakes.com

Payment Information

Payment Date: 05/02/2024
 Card Type: Optima
 Card Number: *****002

Print

Finished

CHECK LIST FOR NEW APPLICATIONS

Applicant Name: Timber Ranch Fl LLC

Application Number: 2.24.04

Companion: 5240502A

- 1. School Capacity Assessment
 - a. If required, was it sent to the School Board for review? Yes/No
- 2. Is the application dated?
- 3. Is the applicant the owner?
 - a. If so, is it signed (by both husband and wife if jointly owned)? Yes/No
 - b. If an agent has been appointed, is there a signed agent letter? Yes/No
 - (i) If the agent is a company, what proof is there that the person signing the application is associated with that company?
- 4. Is the applicant a corporation?
 - a. If so, what proof is there that the person signing the application is associated with that company?
- 5. Is there proof of ownership?
- 6. Legal description: → Parcel I
 - a. Yes/No
 - b. If not, state circumstances below:
- 7. Is the total acreage provided?
- 8. Is the Parcel ID provided?
- 9. Current land use ~~classification~~/zoning district: Ag-2
- 10. Is the request clear? From Ag-2 To CI
 - 9a. Does the zoning match the land use? Yes/No
 - 9b. If in the County, is it in the DUDA? Yes/No
 - 9c. RACEC? Yes/No
- 11. Is there a site plan enclosed for special exceptions, site and development plans, and special permit for temporary use applications?
- 12. Is there a map enclosed?
- 13. Is water and sewer available?

BRADFORD COUNTY ONLY (circle one)

- a. Camp Blanding Military Zone?
- b. St. Johns River Water Management District?

Yes/No
Yes/No

Notes:

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6th, 2024

AGENDA ITEM: Consider approval of S240502B (Timber Ranch FL, LLC) - Land Use Change for p/o Bradford County Parcel Number 01145-0-00500 and p/o Bradford County Parcel Number 01151-0-00000. See attached Legal Description : (Parcel 5)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL, LLC seeks approval to amend the Future Land Use Plan Map. of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Ten (10) acres, more or less, of land, pursuant to an application, S240502B, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification FROM AGRICULTURAL TO COMMERCIAL

ASSOCIATED COST / REVENUE GENERATED): \$0.00

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

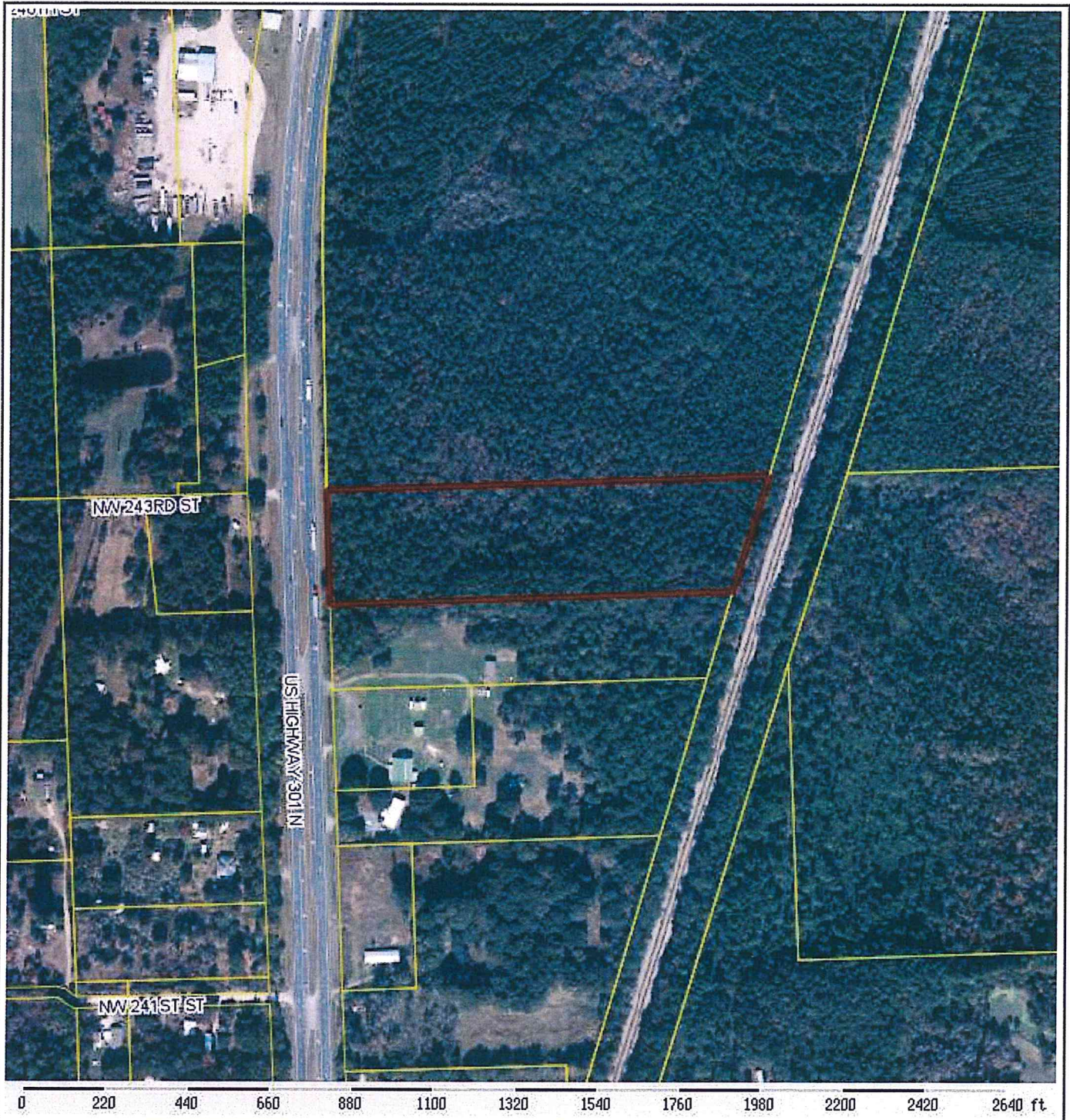
TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

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

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S240502B.



Bradford County Property Appraiser

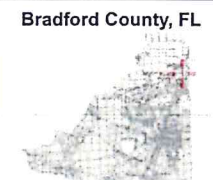
Kenny Clark, CFA | Starke, Florida | 904-966-6216

PARCEL: 01151-0-00000 (18125) | TIMBERLAND 80-89 (5500) | 9.33 AC
 13 5S 22 PORT OF THE FOLLOWING LYING WITHIN SEC 12: COM AT SW COR OF SEC 12, N88°20'29 E 63.18' FOR
 POB. N01°54'57 W 296.75', N03°21'12 E 1042.21', N8

TIMBER RANCH FL, LLC
 Owner: 61 JARDIN DE MER PLACE
 JACKSONVILLE BEACH, FL 32250
 Site: NE 6TH AVE, LAWTEY

2024 Working Values				
Mkt Lnd	\$0	Appraised		\$2,670
Ag Lnd	\$2,670	Assessed		\$2,670
Blda	\$0	Exempt		\$0

NOTES:



S240502B & Z 24-05

LEGAL DESCRIPTION: (PARCEL 5)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, and a portion of Lots 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet; thence run South 75 degrees 09 minutes 18 seconds East a distance of 668.54 feet; thence run South 44 degrees 48 minutes 49 seconds East a distance of 607.57 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad, and to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.

127.26' APPARENT BOUNDARY DELINEATED R/W Line

Eastern R/W Line

A=1043.68'
R=6674.59'
Ch. Dist.=042.21'
Ch. Br.=N032°12' E

Parcel 1
Total Area=
10.01 Acres +/-

NOTE: No Road Improvements observed.

203.96'
279.99'
203.96'

L4 57

6/8" Labeled FOOT

N75°09'18"W
688.54'
S75°09'18"E

N01°54'57"W
286.75'

30' Street as shown on plot of
"WOODLAWN" (could find no evidence the
plotted street has ever been opened)

South line of Section 12
North line of Section 13

POB

POC

Southwest corner of Section 12
Northwest corner of Section 13

Parcel 5
Total Area=
10.01 Acres +/-

NOTE: No Road Improvements observed.

N44°48'46"W
221.02'

N44°48'46"W
897.27'
S44°48'46"E

N44°48'46"W
176.33'

N01°54'57"W
338.16'

1053.72'
S88°21'17"W

1/2" Labeled
Width Assumed. Inv

Eastern R/W Line

C.R. 1750, Pages 78-79



2024 Road Number 201
United States Highway Number 381
B/W Width Varied

1/2" Labeled
Width Assumed. Inv

**BRADFORD COUNTY
COMPREHENSIVE PLAN AMENDMENT
APPLICATION**

Name of Property Owner:

Timber Ranch FL, LLC.

Address:

5230 Paylor Lane / 61 Jardin De Mer Place

City, State, Zip Code:

Sarasota FL 34240 / JAX Beach FL 32250

Telephone:

(413) 822-9734

Title Holder's Representative (Agent), if applicable:

Pete Scerbo

Address:

5230 Paylor Lane

City, State, Zip Code:

Sarasota FL 34240

Telephone:

(413) 822-9734

Please complete the following for proposed amendments to the Future Land Use Plan Map. For amendments to the text of the Comprehensive Plan, which do not require a Future Plan Use Map amendments, please omit responses to Part I and complete Part II of this Application.

PART I

Legal Description:(attach exact legal of property to be changed)

Portions of:
Parcel Number:

01145-0-00500 + 01151-0-00000

Section:

12 + 13

Township:

5 South

Range:

22 East

Total acreage of land to be considered under this amendment:

20.02

Present Use of Land:

Agricultural

(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category:

Present:

Ag.

Requested:

Comm.

PART II

For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

A previous application for amendment to the Comprehensive Plan.

was made with respect to these premises,

Application No.

S 240502 B

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OR PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo

Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)



Applicant/Agent Signature

Applicant/Agent Signature

4/26/24

Date

Date

LAND USE APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed:

May 2nd 2024

Application No:

S 240502 B

Fee Amount:

\$ ~~1700~~ \$ 0.00

Receipt No:

Date of Planning & Zoning Board Public Hearing:

TBD

Date Notice Published: TBD

Newspaper: _____

Date of Local Planning Agency Public Hearing:

TBD

Date Notice Published: TBD

Newspaper: _____

Date(s) of Board of County Commissioners Public Hearing(s):

1ST _____

2ND _____

Date(s) notice published:

1ST _____

2ND _____

Newspaper: _____

B.C. TELEGRAPH

Date Notice of Enactment of Ordinance published: _____

Newspaper: _____

BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision: _____

(Granted/Denied)

CHECK LIST FOR NEW APPLICATIONS

Applicant Name: Timber Ranch Fl LLC

Application Number: 5240502 B

Companion: 2-24-05

- 1. School Capacity Assessment
 - a. If required, was it sent to the School Board for review? Yes/No
- 2. Is the application dated?
- 3. Is the applicant the owner?
 - a. If so, is it signed (by both husband and wife if jointly owned)? Yes/No
 - b. If an agent has been appointed, is there a signed agent letter? Yes/No
 - (i) If the agent is a company, what proof is there that the person signing the application is associated with that company?
- 4. Is the applicant a corporation?
 - a. If so, what proof is there that the person signing the application is associated with that company?
- 5. Is there proof of ownership?
- 6. Legal description: → Parcel 5
 - a. Yes/No
 - b. If not, state circumstances below:
- 7. Is the total acreage provided?
- 8. Is the Parcel ID provided?
- 9. Current land use classification/zoning district: Ag
- 10. Is the request clear? From Ag To Comm
 - 9a. Does the zoning match the land use? Yes/No
 - 9b. If in the County, is it in the DUDA? Yes/No
 - 9c. RACEC? Yes/No
- 11. Is there a site plan enclosed for special exceptions, site and development plans, and special permit for temporary use applications?
- 12. Is there a map enclosed?
- 13. Is water and sewer available?

BRADFORD COUNTY ONLY (circle one)

- a. Camp Blanding Military Zone? Yes/No
- b. St. Johns River Water Management District? Yes/No

Notes:

Zoning Permit

BRADFORD COUNTY

BRADFORD, FLORIDA

ZONING DEPARTMENT

945 NORTH TEMPLE AVENUE, STARKÉ, FLORIDA 32091

904-966-6223 Ext 3

Zoning Permit Number: 240107

SITE ADDRESS: TBD

PARCEL NO.: **01151-0-00000** ZONING: **AG-2**

ISSUED TO: **Timber Ranch Fl., LLC
61 Jardin Dr Mer Place
Jacksonville Beach, Florida 32250**

PERMIT TYPE: **App for Amendment - Land Use Map - Regular**

DETAILS **FLU Application from Ag to Comm**

PERMIT DATE: **05/02/2024**

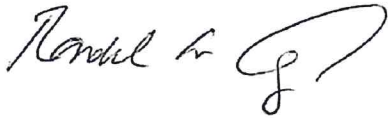
FEE: **0.00** EXPIRE DATE:

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

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

APPROVED BY:

DATE:



May 02, 2024

Randy Andrews , Zoning Director

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6th, 2024

AGENDA ITEM: Consider approval of Z 24-05 (Timber Ranch FL., LLC) – Zoning Change for p/o Bradford County Parcel Number 01145-0-00500 and p/o Bradford County Parcel Number 01151-0-00000. See attached Legal Description : (Parcel 5)

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Timber Ranch FL., LLC seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Ten (10) acres, more or less, pursuant to an application, Z 24-05, by the property owner of said acreage, providing for Changing the Zoning District from **AGRICULTURAL (A-2) TO COMMERCIAL INTENSIVE (CI)**.

ASSOCIATED COST/ REVENUE GENERATED: \$ 0.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

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

RECOMMENDED MOTION:

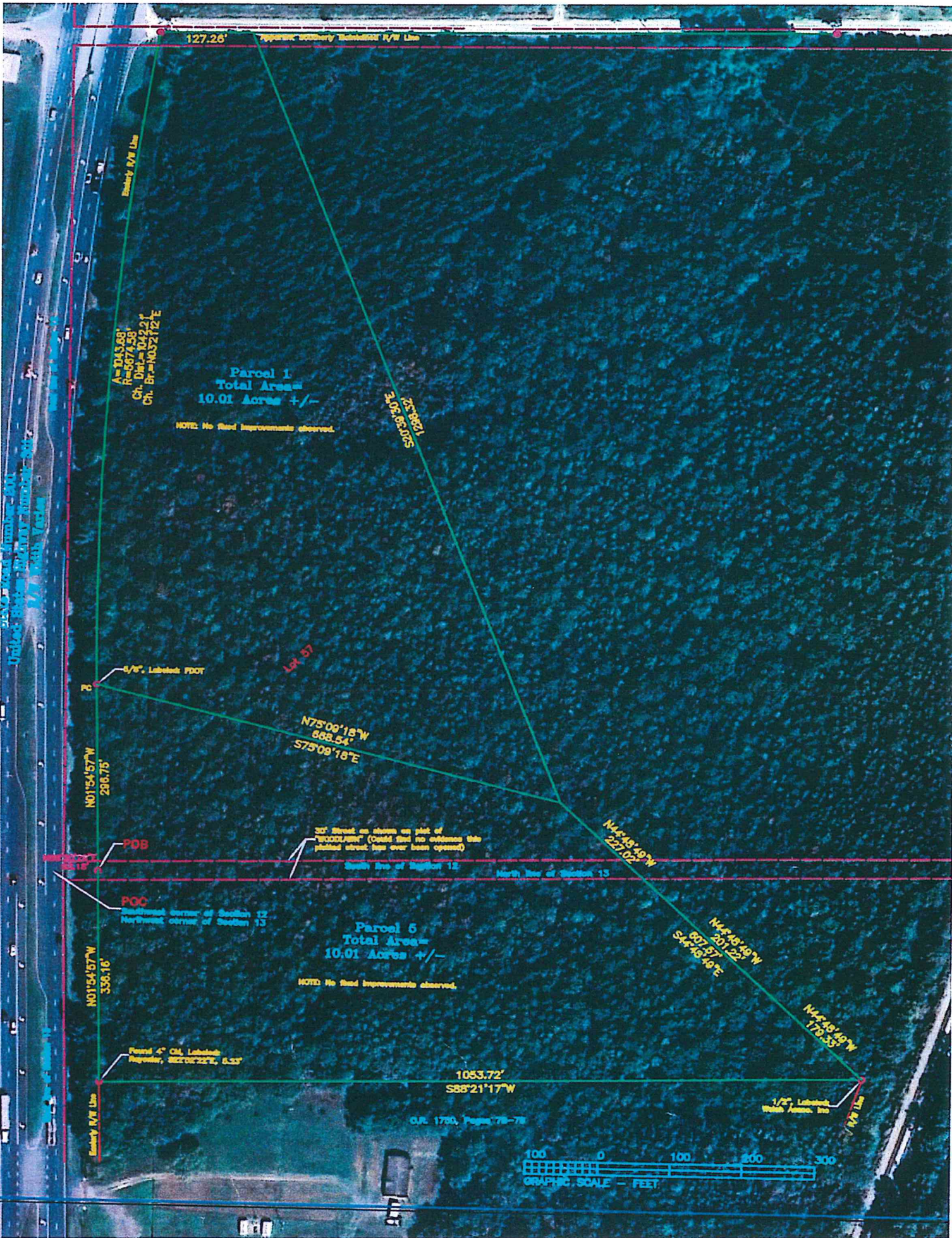
Based on the NCFRPC's recommendation, make a motion to approve Z 24-05.

LEGAL DESCRIPTION: (PARCEL 5)

A parcel of land containing a total area of 10.01 acres, more or less, lying, being and situate in Sections 12 and 13, Township 5 South, Range 22 East, Bradford County, Florida, said parcel being comprised of a portion of Lots 7 and 8 of Section 13, and a portion of Lots 57 and 58 of Section 12, including also any adjacent street rights of way lying within the bounds of said parcel, as shown on "WOODLAWN", according to plat thereof recorded in Plat Book 1, Page 13 (also recorded in Plat Book 1, Page 17), Public Records of Bradford County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of said Section 12, and run North 88 degrees 20 minutes 29 seconds East, along the South line of said Section 12, a distance of 63.18 feet to the intersection with the Easterly right of way line of State Road Number 200 (United States Highway Number 301), and to the POINT OF BEGINNING of the hereinafter described parcel of land: Thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 296.75 feet; thence run South 75 degrees 09 minutes 18 seconds East a distance of 668.54 feet; thence run South 44 degrees 48 minutes 49 seconds East a distance of 607.57 feet to the intersection with the Westerly right of way line of CSX Transportation, Inc. Railroad, and to the Northeast corner of lands described in Official Records Book 1750, Pages 78-79, Public Records of said Bradford County; thence run South 88 degrees 21 minutes 17 seconds West, along the North line of said lands described in Official Records Book 1750, Pages 78-79, a distance of 1053.72 feet to the Northwest corner of said lands described in Official Records Book 1750, Pages 78-79, and to the intersection with the aforesaid Easterly right of way line of State Road Number 200; thence run North 01 degree 54 minutes 57 seconds West, along said Easterly right of way line, a distance of 336.16 feet to the POINT OF BEGINNING.

SUBJECT TO a 15 foot Utility Easement along all boundaries.



**BRADFORD COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION**

Name of Property Owner: Timbor Ranch FL, LLC.
Address: 5230 Paylor Lane / 61 Jardin De Mer Place
City, State, Zip Code: Sarasota FL 34240 / JAX Beach FL 32250
Telephone: (413) 822-9734
Title Holder's Representative (Agent), if applicable: Pete Scerbo
Address: 5230 Paylor Lane
City, State, Zip Code: Sarasota FL 34240
Telephone: (413) 822-9734

Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations, which do not require an Official Zoning Atlas, please omit responses to Part I and complete Part II of this Application.

PART I

Legal Description: (attach exact legal of property to be changed)

Portions of
Parcel Number: 01145-0-00500 + 01151-0-00000

Section: 12 + 13 Township: 5 South Range: 22 East

Total acreage of land to be considered under this amendment: 20.02

Present Use of Land: Agricultural
(Commercial, Industrial, Residential, Agricultural, Vacant, etc.)

Future Land Use Plan Map Category: Ag.

Zoning District: Present: Ag. - A-2

Requested: Comm. - ~~Ag.~~ "CI"

PART II

For amendments to the text of the Comprehensive Plan, please provide on separate pages to be attached and made a part herewith to the text of the proposed amendment.

SEE ATTACHMENT A

A previous application for amendment to the Land Development Regulations.

was made with respect to these premises,

Application No.

24-05

was not made with respect to these premises.

I HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS CONTAINED IN ANY DOCUMENTS OF PLANS SUBMITTED HERewith ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

If an agent represents title holder(s), a letter of designation from the title holder(s) addressed to the Land Development Regulation Administrator must be attached.

If titleholders are signing the application all names on the deed need to sign application.

Pete Scerbo

Applicant/Agent Name (Type or Print)

Applicant/Agent Name (Type or Print)

[Signature]

Applicant/Agent Signature

Applicant/Agent Signature

4/26/24

Date

Date

RE-ZONING APPLICATION FEE IS NON-REFUNDABLE

FOR OFFICE USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE:

Date Filed:

May 02nd 2024

Application No:

24-05

Fee Amount:

~~\$100.00~~ \$0.00

Receipt No:

Date of Planning & Zoning Board Public Hearing:

TBD

Date Notice Published:

TBD

Newspaper:

Date of Local Planning Agency Public Hearing:

TBD

Date Notice Published:

TBD

Newspaper:

Date(s) of Board of County Commissioners Public Hearing(s):

1ST

2ND

Date(s) notice published:

1ST

2ND

Newspaper:

BRADFORD COUNTY TELEGRAPH

Date Notice of Enactment of Ordinance published:

Newspaper

BRADFORD COUNTY TELEGRAPH

Board of County Commissioner Decision:

(Granted/Denied)

CHECK LIST FOR NEW APPLICATIONS

Applicant Name: Timber Ranch FL LLC

Application Number: 2,24-05

Companion: 5240502 B

- 1. School Capacity Assessment
 - a. If required, was it sent to the School Board for review? Yes/No
- 2. Is the application dated?
- 3. Is the applicant the owner?
 - a. If so, is it signed (by both husband and wife if jointly owned)? Yes/No
 - b. If an agent has been appointed, is there a signed agent letter? Yes/No
 - (i) If the agent is a company, what proof is there that the person signing the application is associated with that company?
- 4. Is the applicant a corporation?
 - a. If so, what proof is there that the person signing the application is associated with that company?
- 5. Is there proof of ownership?
- 6. Legal description: → Parcel 5
 - a. Yes/No
 - b. If not, state circumstances below:
- 7. Is the total acreage provided?
- 8. Is the Parcel ID provided?
- 9. Current ~~land use classification~~/zoning district: Ag-2
- 10. Is the request clear? From Ag-2 To CE
 - 9a. Does the zoning match the land use? Yes/No
 - 9b. If in the County, is it in the DUDA? Yes/No
 - 9c. RACEC? Yes/No
- 11. Is there a site plan enclosed for special exceptions, site and development plans, and special permit for temporary use applications?
- 12. Is there a map enclosed?
- 13. Is water and sewer available?

BRADFORD COUNTY ONLY (circle one)

- a. Camp Blanding Military Zone? Yes/No
- b. St. Johns River Water Management District? Yes/No

Notes:

Zoning Permit

BRADFORD COUNTY

BRADFORD, FLORIDA

ZONING DEPARTMENT

945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091

904-966-6223 Ext 3

Zoning Permit Number: 240108

SITE ADDRESS: TBD

PARCEL NO.: **01151-0-00000**

ZONING: **AG-2**

ISSUED TO: **Timber Ranch Fl., LLC
61 Jardin Dr Mer Place
Jacksonville Beach, Florida 32250**

PERMIT TYPE: **App for Re-Zoning**

DETAILS **Rezoning from Ag-2 to CI**

PERMIT DATE: **05/02/2024**

FEE: **0.00**


EXPIRE DATE:

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

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

APPROVED BY:

DATE:



May 02, 2024

Randy Andrews , Zoning Director



Permit #: 240108

Permit Type:

Address: TBD

City: Jacksonville Beach

State: Fl.

Zip: 32250

Owner: Timber Ranch Fl., LLC

Owner Address: 61 Jardin Dr Mer Place

Owner City: Jacksonville Beach

Owner State: Florida

Owner Zip: 32250

Owner Phone: 4138229734

Owner Email: pete@americanlandandlakes.com

Receipt #: 1253

Date: 05/02/2024

Paid By: Pete Scerbo

Description: Rezoning from Ag-2 to CI

Payment Type:

Payment Type Description: Credit Card

Accepted By: Randy Andrews

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
App for Re-Zoning	Zoning		0.00	0.00	0.00
				Total:	\$0.00

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: August 6, 2024

AGENDA ITEM Meeting minutes from 06-20-2024.

DEPARTMENT: Clerk's Office

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

June 20, 2024

6:30 P.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

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

PRESS PRESENT: Bradford County Telegraph

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Richard Komando; Chief Deputy Clerk Rachel Rhoden; Zoning Director Randy Andrews; Chief Dylan Rodgers; Tax Collector Teresa Phillips; and Sheriff Gordon Smith.

- 1. CALL TO ORDER:** Chair Spooner called the meeting to order at 6:30 P.M.
- 2. PUBLIC HEARING – ENACTMENT OF ORDINANCES - ZONING DIRECTOR RANDY ANDREWS**

Chair Spooner announced that items 2 (A)-(D) will be postponed.

- A. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, S240502A, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM AGRICULTURE-2 (LESS THAN OR EQUAL TO DWELLING 1 UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY I.2.2) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA.**
- B. AN ORDINANCE AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 24-04, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM AGRICULTURAL-2 (A-2) TO COMMERCIAL, INTENSIVE (CI) WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA.**
- C. AN ORDINANCE AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, S240502B, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM AGRICULTURE-2 (LESS THAN OR EQUAL TO DWELLING 1 UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY I.2.2) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA.**

D. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 24-05, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM AGRICULTURAL-2 (A-2) AND INDUSTRIAL (I) TO COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA.

3. PUBLIC COMMENTS

- Carol Mosley
- Robert Rodgers
- Vyunda Strong
- Dean Traylor

4. PRESENTATION OF LIFE SAVING AWARDS – AMERICAN POLICE HALL OF FAME AND MUSEUM – SHERIFF GORDON SMITH.

Chair Spooner introduced Sheriff Smith who recognized the following sheriff deputies for the American Police Hall of Fame and Museum Life Saving Award.

- Deputy Wyatt Konkel
- Detective James Hall
- Deputy Trinton Lovell

On December 7, 2023, deputies Konkel, Hall, and Lovell responded to a residence in reference to an unresponsive 66-year-old male who was not breathing and did not have a pulse. The deputies rotated performing CPR until a pulse was obtained.

5. APPROVAL OF CONSENT AGENDA ITEMS:

- A. MEETING MINUTES FROM 04-18-2024.**
- B. MEETING MINUTES FROM 05-16-2024.**
- C. APPROVAL OF CONTRACT WITH ANDERSON COLUMBIA FOR THE RESURFACING OF CR 223, FROM SR 16 TO US 301. (FDOT SCOP-FUNDED PROJECT \$4,468,194.14).**
- D. ACCEPTANCE OF EMS STATE MATCHING GRANT AWARD FOR \$107,914.35. (STATE FUNDED: \$97,122.92; COUNTY MATCH: \$10,791.44).**
- E. APPROVAL OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR \$48,339. CERTIFICATE OF PARTICIPATION FOR FISCAL YEAR 2023; 51% LETTER FROM BOCC; AND LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION.**
- F. FL WORKFORCE GRANT PURCHASE OF AUTOMATED CPR DEVICES (GRANT FUNDED \$78,000, NO COUNTY MATCH).**

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

Motion Carries 5-0

- 6. AGREEMENT BETWEEN THE ALACHUA BOARD OF COUNTY COMMISSIONERS AND THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING REIMBURSEMENT OF DISALLOWED COSTS FOR CSNCF FY 2017-18, 2018-19, AND 2019-20 (\$113,465.83) – COUNTY ATTORNEY RICH KOMANDO.**

Chair Spooner recognized Mr. Komando who advised that the purpose of the agreement is establish the terms by which Bradford County will reimburse Alachua County in the amount of \$113,465.83 for disallowable expenses through grants awarded by Department of Economic Opportunity (DEO) to CareerSource North Central Florida (CSNCF).

Discussion: none

It was MOVED by Commissioner Andrews and SECONDED by Vice Chair Riddick to approve the agreement.

Motion Carries 5-0

- 7. QUOTES FOR REPLACEMENT OF STARKE RADIO TOWER’S TOP LIGHT TO MEET FEDERAL AVIATION ADMINISTRATION (FAA) REGULATIONS – MATT ZIEGLER WITH INSPIRED TECHNOLOGY (INFORMATION TECHNOLOGY CONSULTANT FOR THE COUNTY).**

- LUMENSERVE - \$23,845**
- MOBILE COMMUNICATIONS AMERICA (MCA) - \$17,650**
- MCDONALD TOWER SERVICE, INC. - \$12,000**

Chair Spooner recognized Mr. Ziegler who reported that the Starke radio tower’s top light is currently not compliant with the FAA’s 7/8-inch rule that requires two top lights on top of a structure with any obstruction. In the case of the Starke radio tower (located on county public works grounds) the obstruction that exists is an antenna. Mr. Ziegler recommended that the board consider the quote with Lumenserve to provide the solution for compliance of FAA regulations, which also includes reporting outages to FAA within 30 minutes of the outage occurring. He advised that if there are any issues with the lights during the term of the agreement, Lumenserve will repair or replace the equipment at no additional cost.

It was MOVED by Commissioner Dougherty and SECONDED by Vice Chair Riddick to approve the quote with Lumenserve.

Discussion:

- In response to why the quote amounts vary, Mr. Ziegler advised that the other two vendors (MCA and McDonald Tower Service, Inc.) only quoted a one-time installation cost with only one lamp and no monitoring service.
- Lumenserve monthly maintenance cost during the 5-year term is \$184.00. After the 5-year term, if the county decides to not continue the maintenance service, a \$1.00 transfer fee be required, and the county will be responsible to maintain and monitor the tower lights.

Motion Carries 5-0

8. BRADFORD SOIL AND WATER CONSERVATION DISTRICT PRESENTATION REGARDING AQUATIC PLANT REMOVAL AT THE LAKE SAMPSON EFFLUENTS INTO THE SAMPSON RIVER CANAL.

Chair Spooner recognized Paul Still who presented a PowerPoint presentation highlighting the following:

- Drainage area for surface water flows under CR 225 in Sampson City
- Concerns with aquatic plants in Lake Sampson at the Sampson Canal
- Table of water flow through 3-pipes box culvert.

Mr. Still asked the board to consider funding the removal of aquatic plants at Lake Sampson effluents into the Sampson River canal to help the flow of water. He estimated the cost to be between \$50,000 and \$60,000.

Discussion:

- Elevation of water in Lake Crosby and Lake Sampson.
- Past efforts through Florida Fish and Wildlife Conservation (FWC) to remove invasive plants.
- Unsuccessful past efforts to apply for RIVER grant funding through Suwannee River Water Management District (SRWMD).

Chair Spooner asked staff to explore funding resources for plant removal in compliance with SRWMD regulations.

9. CLERK REPORTS – DENNY THOMPSON - none

10. SHERIFF REPORTS – GORDON SMITH – none

11. COUNTY MANAGER REPORTS – SCOTT KORNEGAY
A. FIRE ASSESSMENT FAQ (FREQUENTLY ASKED QUESTIONS)

Mr. Kornegay reported that the board and the general public have access to a FAQ document regarding the fire assessment, and that it would eventually be placed on the county website.

B. NEW BRADFORD COUNTY WEBSITE

Mr. Kornegay introduced Nathan Thornton who shared images of the new county website which is at 95% completion.

Discussion:

- Comments in favor of adding a public feedback form, details on county grants, opioid abatement, fire statistics, and monthly updates for each county department on the website.

❖ IMPACT FEES

Mr. Kornegay advised that although the impact fee study is being worked on gradually, Stantec, the consultant, is devoting all of its attention to the fire assessment study.

Discussion:

- Suggestion to investigate alternative funding options, such as impact fee adoption, prior to determining the appropriate amount for a fire assessment.
- Comments expressing the need to discuss the fire assessment study with the property appraiser.
- Per Mr. Kornegay, impact fees can only be used for capital improvement infrastructure, it cannot be used for operational day-to-day expenses.

❖ FIRE ASSESSMENT

In order to provide the public a chance to voice their opinions on the fire assessment, Chair Spooner announced that the board will host two public hearings.

Discussion:

- Comments in favor of soliciting public input on the fire assessment before taking action.

12. COUNTY ATTORNEY REPORTS – RICHARD KOMANDO

- Reminded the board to file their financial disclosure forms before July 1.

13. COMMISSIONER'S COMMENTS

14. CHAIR'S COMMENTS

- Thanked law enforcement officers and correctional committee for involvement in a memorial celebration on May 23rd at North Side Baptist Church.
- Memorial Day celebration and ribbon cutting held on May 31st at the new Veterans' Park.

- Requested that Mr. Kornegay explore the implementation of cool stations in the county during the hot summer months.
- Thanked the board for approving the Juneteenth celebration.
- Star Spangled Splash event to be held on July 3-4 at the fairgrounds.
- Through July, free school lunches will be available to students at the Bradford High School Watson Center and Church of God by Faith.
- On June 21st, RJE will receive a science bus from Gainesville.
- Reminder that the board will host two public hearings on the fire assessment – one on July 2nd and one on September 5th.
- Thanked Commissioner Andrews and the board for coordinating employee recognition day on June 6th.

Tax Collector Teresa Phillips announced from the audience that the Fire Assessment FAQ needs to be corrected about lien information.

ADJOURN: There being no further business, the meeting adjourned at 7:45 p.m.

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

CAROLYN SPOONER, CHAIR

ATTEST:

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

RACHEL RHODEN, CHIEF DEPUTY CLERK

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: August 6, 2024

AGENDA ITEM Meeting minutes from 07-02-2024.

DEPARTMENT: Clerk's Office

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

July 2, 2024

9:30 A.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 1 – Chair Carolyn Spooner
Commissioner District 4 – Vice-Chair Danny Riddick
Commissioner District 3 – Joseph C. Dougherty (excused himself from the meeting at 10:15 a.m.)
Commissioner District 5 – Diane Andrews

BOARD MEMBERS NOT PRESENT: Commissioner District 2 – Kenny Thompson

PRESS PRESENT: none

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Rob Bradley; Clerk of Court Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Finance Director Dana LaFollette; Fire Rescue Chief Ben Carter; Division Chief Dylan Rodgers; Public Works Director Jason Dodds; Tax Collector Teresa Phillips; Sheriff Gordon Smith; and Col. Brad Smith.

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

2. **PUBLIC HEARING – FIRST READING OF ORDINANCE**

A. **AN ORDINANCE (Ordinance No. 2024-07) OF BRADFORD COUNTY, FLORIDA RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES, AND FACILITIES; AUTHORIZING THE IMPOSITION AND COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS AGAINST REAL PROPERTY SPECIALLY BENEFITTED BY THE PROVISION OF SUCH SERVICES AND FACILITIES ESTABLISHED BY THE COUNTY HEREUNDER; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING, COLLECTING AND ADMINISTERING FIRE RESCUE ASSESSMENTS; PROVIDING THAT FIRE RESCUE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

Chair Spooner opened the public hearing for comments.

Public Comments:

- Carol Mosley
- Paul Still
- Kate Ellison

Discussion:

- The City of Lawtey approved its first reading of the fire assessment ordinance. According to County Manager Scott Kornegay, the City of Hampton is willing to participate in the fire assessment. There will be no involvement from the City of Starke in the fire assessment, and the Town of Brooker may not participate either. Chief Carter advised that because the Town of Brooker may not participate, it appears that the expense of staffing a station in Brooker might be eliminated from the budget submitted for the fire assessment.
- Excluding the City of Starke from the original fire assessment study, the new residential fee schedule is as follows. The fees will need to be recalculated if the Town of Brooker does not participate.

Fire Assessment Funding Percentage	Annual Cost
100%	\$334.00 (\$309 in original fire study – increase of \$25)
75%	\$251.00
50%	\$167.00 (\$155 in original fire study – increase of \$12)
25%	\$84.00 (\$78 in original – increase of \$6)

- The consultant for the fire assessment used parcel data from the property appraisers software to complete the fire assessment study.
- A special assessment is determined and calculated by the benefit received, not by the value of the property.
- County Attorney Rob Bradley informed the board that they could move forward with adopting the first reading of the ordinance and that they would still have choices on whether to impose a fire assessment and at what amount.
- Remarks on finding a balance between what the county can afford to support basic service needs for county departments.
- Franchise fee.

After public comments and discussion, the public hearing was closed. County Attorney Rob Bradley advised that the board make a motion to approve the ordinance by first reading and direct him to read the title of the ordinance into the record.

It was MOVED by Commissioner Dougherty and SECONDED by Vice Chair Riddick to approve the ordinance, to have further discussion, and look at different funding rates. (County Attorney Rob Bradley read the title of the ordinance into the record after the motion was made)

Motion Carries 4-0

Chair Spooner went out of order of the agenda to address agenda item 6.

6. COMMUNITY PARAMEDICINE PROGRAM UPDATE.

Chair Spooner recognized Dylan Rodgers who shared a PowerPoint presentation on the Paramedicine Program, highlighting the following:

- Financial updates
- 5 Month Plan
- Program Statistics

- Unique MIH Visits
- Opioid Abatement Measures
- Naloxone Kits

Discussion:

- 7 patients listed in the PowerPoint presentation are opioid users.
- In response to connecting with inmates at the jail, Chief Rodgers advised that staff met with Col. Smith and Major McKinely to work on establishing a program for incarcerated patients.
- Narcan kits are at all HUB's in Bradford County.
- Approximately \$150,000, not including salary dollars, has been spent on the paramedicine program.
- Example given of a patient enrolled in the paramedicine program resulting in a reduction of emergency response to the patient.
- Suggestion made to consider offering support to the families of addicted family members.
- Funds from the opioid abatement settlement are not grant funds.
- Unspent opioid settlement funds can be rolled over into the next fiscal-year.

❖ **FIRE RESCUE STATISTICS**

After discussion of the paramedicine program, Chief Carter presented a PowerPoint presentation on fire rescue statistics for the month of June highlighting the following:

- 648 fire responses and 590 EMS responses - fire and EMS numbers overlap when responding to critical calls. Fire responses are larger because there are days when there are no available ambulance units.
- 477 actual EMS 9-1-1 calls
- 113 interfacility transfers out of HCA Florida Starke Emergency
- Intubated 6 patients
- 2 cardiac arrest patients
- 3 structure fires
- 5 vehicle fires
- 15 brush fires
- Evaluated 36 patients from motor vehicle crashes

Discussion:

- Positive comments were made about fire rescue operations.
- Fire Rescue will place monthly statistics on their website.
- In response to resource management, Chief Carter shared the following:
 - Bradford County Fire Rescue (BCFR) frequently responds to emergencies with Starke Fire Rescue and that if both departments are not needed, one will cancel.
 - BCFR has two daily supervisors; one for the EMS division and one for the fire division – both divisions manage resources throughout the day.
- Chief Carter provided the following details in response to a question from the audience about BCFR staffing:
 - BCFR has 16 personnel scheduled every day throughout the county.
 - At a minimum, 6 firefighters and 1 supervisor are scheduled every day.

- BCFR has the following stations staffed: Lawtey (Station 50), Theresa (Station 20), Speedville (Station 10), Starke Headquarters (Station 60), and Sampson City (Station 90).
- The stations at Sampson City (Station 90), Starke Headquarters (Station 60), Lawtey (Station 50), and Theresa (Station 20) all have 24-hour EMS transport units.
- The stations at Lawtey (Station 50), Theresa (Station 20), and Sampson City (Station 90) are each equipped with a fire apparatus.
- The fire apparatus in Theresa (Station 20) is used by Speedville (Station 10) during the day since there are no living quarters. Once living quarters are constructed in Speedville (Station 10), the fire crew will stay at Speedville (Station 10) while the EMS crew will remain at Theresa (Station 20). The goal of this divide is to distribute resources.
- Current EMS personnel are not all dual certified. Efforts are being made to get staff dual certified.

3. PUBLIC COMMENTS

- Paul Still

4. APPROVAL OF CONSENT AGENDA ITEMS:

A. MEETING MINUTES FROM 6-4-24

B. REQUEST FOR PROMULGATION LETTER & RESOLUTION ADOPTING 2024 BRADFORD COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ADOPTING THE 2024 BRADFORD COUNTY EMERGENCY MANAGEMENT PLAN.

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

Motion Carries 3-0

*Chair Spooner announced that Commissioner Dougherty dismissed himself from the meeting.

5. STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT (EM) 2023 STATEWIDE MUTUAL AID AGREEMENT – EM Director Lt. Brad Witt.

Chair Spooner recognized Lt. Witt who presented an agreement for board consideration to allow continued support and reimbursement from the state during emergencies. Lt. Witt informed the board that a resolution will be presented to them at a later meeting upon approval of the agreement.

It was **MOVED** by Commissioner Andrews and **SECONDED** by Vice Chair Riddick to approve.

Motion Carries 3-0

7. PROS AND CONS OF IMPLEMENTING AN EMPLOYEE EVALUATION SYSTEM – PRESENTATION BY JASON TAYLOR WITH THE KRIZNER GROUP.

In order to assist the board in making a decision regarding employee performance evaluations (EPE), Chair Spooner acknowledged Mr. Taylor for his presentation of the benefits and drawbacks of the practice.

Discussion:

- Comments for and against EPE's.
- It was suggested that expectations for employees be communicated and documented, especially when problems occur; problems and expectations should not be communicated and documented for the first time during an annual review.
- Training for supervisors on conducting evaluations fairly and accurately.

Mr. Kornegay stated that his office will develop a presentation on employee performance evaluations for board action to take at a future meeting.

8. CLERK REPORTS – DENNY THOMPSON

- Comments on the significance of employee evaluations in determining how well the supervisor is performing.
- Cautioned the board on lowering the millage rate by the full amount of the projected revenue from fire assessment.

9. SHERIFF REPORTS – GORDON SMITH

- Under the Obama Affordable Care Act, all non-federal inmates housed at the Bradford County Sheriff's Office (BCSO) have healthcare insurance coverage, resulting in a savings of approximately \$300,000 - \$500,000 to the county on healthcare costs.
- BCSO will develop an emergency call analysis and a live dashboard of real time CAD (computer aided dispatch) to make it available for the public.

10. COUNTY MANAGER REPORTS – SCOTT KORNEGAY

❖ Roadway Management Technologies (RMT)

Mr. Kornegay recognized Public Works Director Jason Dodds who presented the board with reference letters from the City of Lynn Haven, FL and Dale James, Van Buren County Judge, regarding RMT.

Discussion:

- Mr. Dodds responded to the suggestion of measuring roads using UF systems by advising that the system only measures state infrastructure when they have the time.
- Interest in exploring the vendor that FDOT utilizes for road quality data.
- Per county attorney, RMT service costs can be paid with gas tax revenue.
- RMT annual service cost is \$50,000.
- Interest expressed in exploring other programs for road quality data. Mr. Dodds shared that he has explored other vendors and found their prices to be higher than that of RMT.

- Interest expressed in placing the RMT proposal on the August agenda for board action.

❖ **Public Works Report**

In response to several questions from the board with respect to the public works division, Mr. Dodds provided the following comments

- The road department is working towards putting down limerock on select deteriorated roads in preparation for chip sealing after the Fourth of July holiday.
- The road department currently receives 3-5 inmates a day from Lawtey DOC to help with county right-of-way maintenance.
- The road department has 12 employees that actively work on 330 miles of county roads and right-of-way.
- In 2019, a quote for contract mowing across the county without liter in the right-of-way was received, and it came to \$80,000 each cycle.
- Interest expressed in hiring seasonal labors during the summer to mow county right-of-way that could be paid with general fund revenue.

Discussion:

- Remarks against four-wheelers destroying county roads.

❖ **Impact Fee Assessment**

Mr. Kornegay reported that the consultant Stantec will begin working on the impact fee methodology once the fire assessment is completed.

11. COUNTY ATTORNEY REPORTS – ROB BRADLEY - no reports

12. COMMISSIONER’S COMMENTS

- Comments thanking the public for participation in the meeting.
- Remarks honoring the approaching Independence Day holiday.

13. CHAIR’S COMMENTS

- Comments on the county manager and sheriff identifying areas for cooling stations.
- Request made to have public works address the ditches along N.E. 17th Loop in Lawtey.
- Acknowledged Commissioner Andrews on receiving her level 2 certification as a certified county commissioner during the recent FACT conference.
- Announced activities during the Fourth of July celebration.

Mr. Kornegay recognized Denise Vogelgesang, insurance manager with the Florida Association of Counties Trust (FACT), who was in the audience. He shared that Ms. Vogelgesang and her colleagues provide valuable resources and training to the county.

ADJOURN: There being no further business, the meeting adjourned at 11:34 a.m.

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

CAROLYN SPOONER, CHAIR

ATTEST:

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

RACHEL RHODEN, CHIEF DEPUTY CLERK

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM: SHIP Rehabilitation Change order No. 2 on File 2019-7-S
Please consider approval of Change Order no.2 for SHIP
Rehab file # 2019-7-S in the amount of \$10,637.50 for
drywall and paint in the living room, hallway, and 3
bedrooms.

DEPARTMENT: Community Development/SHIP

PURPOSE/DESCRIPTION: Per the contract work-write-up they were to provide and
install insulation to bring entire house up to R-38. During the
insulation install in was discovered that the ceiling had no
barrier and the insulation fell through. Ceilings Need to Be
Replaced Due to Having No Barrier Between
Decorative Ceiling Board And Attic. Insulation Would Not
Be Able to Be Added Into Attic Resulting In No Way Of
Keeping A/C & Heat Inside The Home. Later Resulting In
Needing A New A/C Unit, Due To Over Working The
Unit/ System. Therefore, please consider no.2 in the amount
of 10,637.50 which includes the drywall and painting for all
areas of the house that didn't have a barrier.

ASSOCIATED COST(S): \$10,637.50

BUDGET LINE (G/L #): 102-52-554-65980-00

M & R CONSTRUCTION, INC.

LIC. # CBC 1257701

PO Box 146

Starke, Fl. 32091

Phone (352) 219-0339

CHANGE ORDER

CHANGE ORDER 2

DATE: 7-2-24

**TO: BRADFORD COUNTY SHIP
945 N. TEMPLE AVE.
STARKE, FL. 32091**

SHIP TO:

COMMENTS OR SPECIAL INSTRUCTIONS: GLORIA COVINGTON

ORDER DATE	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Billy Fife Drywall Labor Cost \$4,200.00. Material \$2,800.00	\$4,200.00/\$2,800.00	\$7,000.00
	J & A Painting Labor Cost \$1,200.00. Material \$300.00	\$1,200.00/\$300.00	\$1,500.00
	M & R Floor Protection		\$750.00
		Total	\$9,250.00
		15% OH & P	\$1,387.50
		TOTAL CO 1	\$10,637.50

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM: SHIP-Deviate from LHAP on SHIP Rehab file 2019-7-S
Please consider approving a deviation from the SHIP LHAP
on SHIP Rehab File # 2019-7-S.

DEPARTMENT: Community Development/SHIP

PURPOSE/DESCRIPTION: At this time because of the recent increase in change orders
the contractor was not able to deduct any costs from this
contract. Because of the recent increase in construction cost
and supplies, as well as the recent increase for supply and
demand of all construction materials and the change orders.
Please consider the approval of exceeding the maximum
allowed per Rehab project of \$35,000 on file # 2019-7-S.
Therefore, I am asking the Board to please consider
approving a deviation from the SHIP LHAP on SHIP Rehab
File # 2019-7-S.

ASSOCIATED COST(S): \$52,979.24

BUDGET LINE (G/L #): 102-52-554-65980-00

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM: SHIP Rehabilitation Loan Approval
Please consider approval of a SHIP Rehabilitation loan in an amount not to exceed \$35,000 for SHIP File # 2020-6-S

DEPARTMENT: Community Development/SHIP

PURPOSE/DESCRIPTION: The SHIP Home Repair Loan program allows income qualified applicants to apply for funds in an amount not to exceed \$35,000.00.

Upon BOCC approval of SHIP Home Repair Loans application – File 2020-6-S, the next steps in executing these projects include: 1) Title Search, 2) Initial inspection 3) A bid advertisement for home repairs; 4) Award of bid to a contractor; and 5) Enter into an agreement with a contractor to perform home repairs. All steps will come before the BOCC for approval.

ASSOCIATED COST(S): \$35,000

BUDGET LINE (G/L #): 102-52-554-65980-00

BRADFORD COUNTY COMMUNITY DEVELOPMENT
S.H.I.P. PROGRAM
925-E NORTH TEMPLE AVENUE
STARKE, FL 32091

Based on the 2024 income limits for the Bradford County Metropolitan Statistical Area (MSA), the family or individual(s) named below is/are eligible to receive S.H.I.P. Program funds under the provisions of Chapter 420, Part V, Florida Statutes.

Home Repair Loans

Five Year Deferred Payment Loan in an Amount not to Exceed \$35,000

Diane Rhea 2020-6-S
5380 Short St.
Hampton, FL 32044
Loan amount =\$35,000

Loan Amount =\$35,000

Purchase Assistance Loans

Deferred Payment Loan in an Amount Not to exceed \$30,000

None at this time

Demo/Replacement Loans

Deferred Payment Loan in an amount not to exceed \$84,500

None at this time

Loans Approved at County Commission meeting.
Date: August 6, 2024

Carolyn Spooner, Chairwomen

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Manager

PURPOSE: Amendment to the Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreement

RESOLUTION 2024 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation (FDOT) provides compensation to Florida Counties for their provision of maintenance and support for the operation of traffic signals on the State Highway System; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida has regularly entered into agreements with FDOT for maintenance of and compensation for certain traffic signals in Bradford County, Florida; and

WHEREAS, FDOT has provided Bradford County with an amendment to the existing agreement for maintenance of and compensation for certain traffic signals; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into said agreement amendment with FDOT for maintenance of and compensation for certain traffic signals is in the best interest of Bradford County and its citizens.

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

Section 1. Adoption and Incorporation of Recitals.

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

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of an *Amendment to the Traffic Signal Maintenance and Compensation Agreement* with the State of Florida, Department of Transportation and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Authorization for Execution of Agreement Amendment.

The Board of County Commissioners of Bradford County, Florida authorizes execution of the Amendment to the *Traffic Signal Maintenance and Compensation Agreement* with the State of Florida, Department of Transportation, which is attached hereto as Exhibit 1 and incorporated herein by reference.

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

The Chairman of the Board of County Commissioners of Bradford County, Florida is designated as the signatory for agreement attached hereto as Exhibit 1.

Section 5. Effective Date of Resolution.

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

The Remainder of This Page Intentionally Left Blank.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUTNY, FLORIDA

By: CAROLYN SPOONER, as its
Chairwoman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ROB BRADLEY, as
County Attorney

EXHIBIT 1

Amendment to the Traffic Signal Maintenance and Compensation Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV17
FINANCIAL PROJECT NO. 41351918809
F.E.I.D. NO. F596000519035
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 6th day of August, 2024, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Bradford County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Bradford County, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Carolyn Spooner

Title: Chairwoman, Bradford County Board of County Commissioners

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2025

BRADFORD COUNTY																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR100 at CR 21B - ICW									\$393									\$393
SR100 at CR100A/SE144TH ST. - ICW									\$393									\$393
SR100 at CR 21B									\$393									\$393
SR16 at CR225			\$975															\$975
SR200, (US301) at SR 223 SOUTH OF STARKE	\$4,024						\$403.00				\$127							\$4,554
SR200, (US301) at SR 223 NORTH OF STARKE	\$4,024																	\$4,024
SR200, (US301) at CR 227/SE 125 ST.	\$4,024																	\$4,024
SR200, (US301) at CR 18	\$4,024																	\$4,024
Total Lump Sum Amount*																	\$25,569.00	

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2025

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$25,569.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE:

August 6, 2024

AGENDA ITEM

Consider approval of the proposed AvMed “Alternate 3” Renewal Rates for 2024-2025

DEPARTMENT:

County Manager

**LORI A. THOMPSON-AGENT
 GEORGE ROBERTS INSURANCE, INC.
 986 N. TEMPLE AVENUE
 STARKE, FLORIDA 32091
 CELL:904-838-9394**

Dear Commissioners:

As your insurance agent, please be advised I have worked with AvMed to secure the best rate and coverage option for the county. I am proud to report that I was able to reduce an initial rate increase of 17.8% to 0.1%. After several meetings with the county manager’s office and clerk’s office, I am pleased to recommend the plan attached hereto for fiscal-year (FY) 2024-2025.

As you review the attached plan, you will see three columns which are represented as follows: column 1 – various service types; column 2 – current plan/fee schedule (FY 2023-2024) for the various types of service; and column 3 – recommended plan/fee schedule for FY 2024-2025 for the various types of services.

Below is a monthly/yearly breakdown of our current plan costs versus the recommended plan costs.

MONTHLY PREMIUM INCREASE BREAKDOWN			
Description	Monthly	Per Person	# Employees
Recommended FY 24-25	\$293,831.73	\$1,175.75	250
Current FY 23-24	\$293,501.94	\$1,174.43	250
INCREASE PER MONTH	\$329.72	\$1.32	

ANNUAL PREMIUM INCREASE BREAKDOWN			
Description	Annual	Per Person	# Employees
Recommended FY 24-25	\$3,525,980.76	\$14,109.00	250
Current FY 23-24	\$3,522,023.28	\$14,093.16	250
INCREASE PER YEAR	\$3,957.48	\$15.84	

In order for the county to continue imaging services locally, AvMed increased the copay from \$750 to \$1500 for hospital and outpatient surgery admission. Per past practice, the copay costs will be reimbursed by the county (was \$750; now \$1500). As of July, the county has reimbursed 28 claims at the \$750 copay cost, totaling \$ 19,968. If we estimate paying out the same number of claims in FY 24-25, the cost will double (\$19,968 + \$19,968 = \$39,936).

Annual Premium Increase	Estimated Hospital/Outpatient Admission Increase	Total Estimated Increase Over Current Year Expenditures
\$3,957.48	\$19,968	\$23,925.48

Again, I am pleased to share the recommended proposal from AvMed for your consideration of approval during your August 6th county commission meeting. In the event that I can answer any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

Lori Thompson

Bradford County - October 1, 2024

FINAL Revised Renewal Proposal

	Current	Alternate #3
PLAN NAME	Achieve Group Spec	Achieve Group Spec
PLAN ID	Group Spec 7497 Rx 7644	Group Spec BRAD 2 Rx6219
	In Network	In Network
CALENDAR YEAR DEDUCTIBLE (CYD)		
[Self] / Individual / Family	\$0 / \$0	\$0 / \$0
OUT-OF-POCKET MAX		
[Self] / Individual / Family	\$6,850 / \$13,700	\$7,000 / \$14,000
OFFICE SERVICES		
Primary Care Physician (PCP)	\$25 copay per visit	\$25 copay per visit
Specialist	\$50 copay per visit	\$50 copay per visit
Telehealth Virtual Visit	No charge	No charge
IMMEDIATE MEDICAL CARE**		
Retail Clinic	\$25 copay per visit	\$25 copay per visit
Urgent Care	\$50 copay per visit	\$50 copay per visit
Emergency Room	\$100 copay per visit	\$100 copay per visit
Ambulance (Ground)	\$100 copay per one-way transport	\$100 copay per one-way transport
OUTPATIENT SERVICES		
Outpatient Radiology		
Complex (CT/PET scans, MRIs, etc.)	\$75 copay (independent facility) / \$75 Copay (Hospital - affiliated)	\$75 copay (independent facility) / \$75 Copay (Hospital - affiliated)
Other (X-ray, ultrasound, etc.)	\$50 copay (independent facility) / \$50 Copay (Hospital - affiliated)	\$50 copay (independent facility) / \$50 Copay (Hospital - affiliated)
Outpatient Routine Lab	\$0 copay	\$0 copay
Outpatient Surgery - facility	\$750 copay (independent facility) / \$750 Copay (Hospital - affiliated)	\$1,500 copay (independent facility) / \$1,500 Copay (Hospital - affiliated)
Outpatient Surgery - physician services	no charge	no charge
HOSPITAL		
Inpatient	\$750 copay/day per admission (day 1- 5); no charge Day 6 and after.	\$1,500 copay/day per admission (day 1- 3); no charge Day 4 and after.
PRESCRIPTION DRUGS	MP 7644	MP 6219
RX CALENDAR YEAR DEDUCTIBLE (CYD)		
Individual / Family	combined with medical	combined with medical
RX OUT-OF-POCKET MAX		
Individual / Family	combined with medical	combined with medical
RX TIERS: Cost-sharing per prescription (retail)		
Tier 1: Value Generic	\$15 copay	\$3 copay
Tier 2: Generic	\$15 copay	\$9 copay
Tier 3: Preferred	\$30 copay	\$25 copay
Tier 4: Non-Preferred	\$50 copay	\$50 copay
Tier 5: Specialty (retail only)	\$75 copay	50% coinsurance
RX TIERS: Cost-sharing per prescription (mail order)		
Tier 1: Value Generic	\$30 copay	\$7.50 copay
Tier 2: Generic	\$30 copay	\$22.50 copay
Tier 3: Preferred	\$60 copay	\$62.50 copay
Tier 4: Non-Preferred	\$100 copay	\$125 copay
Renewal Premium		
Single	\$1,317.19	\$1,175.75
Family	\$2,489.48	\$2,222.17
Proposed Monthly Premium	\$329,178.78	\$293,831.73
Current Monthly Premium	\$293,501.94	\$293,501.94
Renewal Increase	12.2%	0.1%

- This is a partial list of benefits, limitations, and exclusions. Refer to group contract and SBC for a complete listing of benefits, limitations, and exclusions.
- Specific qualifications are detailed in the attached "Underwriting Assumptions & Caveats" document.

*****Renewal Plan Spreadsheet is for comparison purpose only. Always refer to the proposals for correct rates and benefits*****



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-882-8633 or visit www.avmed.org and sign into the Member Portal. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-800-882-8633 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: \$0 Individual / \$0 Family Out-of-Network: Not Applicable	See the Common Medical Event chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	Yes. This plan has no deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No. There are no other specific deductibles.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	In-Network: \$7,000 Individual / \$14,000 Family Out-of-Network: Not Applicable	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limit until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, prescription drug brand additional charges and manufacturer assistance, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.avmed.org or call 1-800-882-8633 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

! All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network (You will pay the least)	Out-of-Network (You will pay the most)	
If you visit a health care provider's office or clinic	Primary Care visit to treat an injury or illness	\$25 copay / visit	Not Covered	Additional charges may apply for non-preventive services performed in the Physician's office.
	Specialist visit	\$50 copay / visit	Not Covered	Additional charges may apply for non-preventive services performed in the Physician's office.
	Preventive care/screening/immunization	No Charge	Not Covered	You may have to pay for services that aren't preventive . Ask your provider if the services needed are preventive . Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent facility: \$50 copay / test; Hospital-affiliated facility: \$50 copay / test	Not Covered	Charges for office visits may apply if services are performed in a Physician's office. Charges for certain other labs and Specialty labs will be higher.
	Imaging (CT/PET scans, MRIs)	Independent facility: \$75 copay / test; Hospital-affiliated facility: \$75 copay / test	Not Covered	Charges for office visits or Physician/professional services may also apply depending on where services are received.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.avmed.org	Value generic drugs (Tier 1)	30-day supply: \$3 copay / prescription; 90-day supply: \$7.50 copay / prescription	Not Covered	Certain limits may apply, including, for example: prior authorization, step therapy, quantity limits.
	Generic drugs (Tier 2)	30-day supply: \$9 copay / prescription; 90-day supply: \$22.50 copay / prescription	Not Covered	Covered drugs in Tiers 1-4 are available up to a 90-day supply at retail pharmacies; and a 60-90-day supply via mail order.
	Preferred brand drugs (Tier 3)	30-day supply: \$25 copay / prescription; 90-day supply: \$62.50 copay / prescription	Not Covered	Drugs in Tier 5 are available up to a 30-day supply, at retail pharmacies only.
	Non-Preferred brand drugs (Tier 4)	30-day supply: \$50 copay / prescription; 90-day supply: \$125 copay / prescription	Not Covered	Brand additional charges may apply.
	Specialty drugs (Tier 5)	50% coinsurance (Retail only)	Not Covered	Coupons or any other third-party prescription drug cost-sharing assistance will not apply toward any calendar year deductible or out-of-pocket limit.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network (You will pay the least)	Out-of-Network (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Independent facility: \$1,500 copay / visit; Hospital-affiliated facility: \$1,500 copay / visit	Not Covered	Prior authorization required.
	Physician/surgeon fees	No Charge	Not Covered	Prior authorization required.
	Emergency room care	\$250 copay / visit	\$250 copay / visit	AvMed must be notified within 24-hours of inpatient admission following emergency services, or as soon as reasonably possible. Charges are waived if admitted.
If you need immediate medical attention	Emergency medical transportation	Ground: \$100 copay / one way ground transport; Air/Water: 50% coinsurance	Ground: \$100 copay / one way ground transport; Air/Water: 50% coinsurance	None
	Urgent care	Independent urgent care facility: \$50 copay / visit; Hospital-affiliated urgent care facility: \$50 copay / visit; Retail clinic: \$25 copay / visit	Independent urgent care facility: \$60 copay / visit; Hospital-affiliated urgent care facility: \$60 copay / visit; Retail clinic: \$60 copay / visit	None
	Facility fee (e.g., hospital room)	Day 1 - 3: \$1,500 copay / day per admission; Day 4 and after: No Charge	Not Covered	Prior authorization required.
If you have a hospital stay	Physician/surgeon fees	No Charge	Not Covered	Prior authorization required.
	Outpatient services	\$25 copay / visit	Not Covered	Prior authorization may be required.
	Inpatient services	Day 1 - 3: \$1,500 copay / day per admission; Day 4 and after: No Charge	Not Covered	Prior authorization may be required.
If you need mental health, behavioral health, or substance abuse services	Office visits	Routine OB or midwife: Visit 1 - 1: \$25 copay / visit; Visit 2 and after: No Charge	Not Covered	None
	Childbirth/delivery professional services	No Charge	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (e.g., ultrasound).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network (You will pay the least)	Out-of-Network (You will pay the most)	
If you need help recovering or have other special health needs	Childbirth/delivery facility services	Hospital: Day 1 - 3: \$1,500 <u>copay</u> / day per admission; Day 4 and after: No Charge; Birthing center: Same as routine OB	Not Covered	Prior authorization required.
	Home health care	No Charge	Not Covered	Limited to 20 skilled visits per calendar year. Approved treatment plan required.
	Rehabilitation services	Independent facility: \$25 <u>copay</u> / visit; Hospital-affiliated facility: \$25 <u>copay</u> / visit; Chiropractic services: \$25 <u>copay</u> / visit	Not Covered	Limited to 35 visits per calendar year for outpatient rehabilitative PT, OT, ST, cardiac rehab, pulmonary rehab, and chiropractic services combined. Cardiac and pulmonary rehab require prior authorization.
	Habilitation services	Independent facility: \$25 <u>copay</u> / visit; Hospital-affiliated facility: \$25 <u>copay</u> / visit	Not Covered	Habilitative PT, OT, and ST, when provided for the treatment of autism spectrum disorder and Down syndrome, are limited to a combined maximum of 100 visits per calendar year.
	Skilled nursing care	\$100 <u>copay</u> / day	Not Covered	Limited to 60 days post-hospitalization care per calendar year. Prior authorization required.
If your child needs dental or eye care	Durable medical equipment	\$50 <u>copay</u> / episode of illness	Not Covered	Excludes vehicle modifications, home modifications, exercise equipment, and bathroom equipment.
	Hospice services	\$100 <u>copay</u> / day	Not Covered	Physician certification required.
	Children's eye exam	\$25 <u>copay</u> / exam	Not Covered	Limited to one exam per calendar year to determine the need for sight correction.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- Acupuncture
- Bariatric Surgery
- Child Dental Check Up
- Child Glasses
- Cosmetic Surgery
- Dental Care (Adult)
- Hearing Aids
- Infertility Treatment
- Long-term Care
- Non-Emergency Care When Traveling Outside the U.S.
- Private-Duty Nursing
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Chiropractic Care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Florida Office of Insurance Regulation at 1-877-693-5236 or www.floridareg.com/consumers, the U.S. Department of Labor, Employee Benefits Security Administration, at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact AvMed's Member Engagement Center at 1-800-882-8633. For plans subject to ERISA, you may also contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Florida Department of Financial Services, Division of Consumer Services, at 1-877-693-5236 or www.floridareg.com/consumers.

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-882-8633.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's overall deductible](#) \$0
- [Specialist copayment](#) \$50
- [Hospital \(facility\) copayment](#) \$1,500
- [Other copayment](#) \$25

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$1,600
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$1,660

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The [plan's overall deductible](#) \$0
- [Specialist copayment](#) \$50
- [Hospital \(facility\) copayment](#) \$1,500
- [Other copayment](#) \$25

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$900
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$920

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The [plan's overall deductible](#) \$0
- [Specialist copayment](#) \$50
- [Hospital \(facility\) copayment](#) \$1,500
- [Other copayment](#) \$25

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$900
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$900

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Approval of RFQ 2024-001 for Continuing Contracts for Engineering and/or Survey and Mapping Services

DEPARTMENT: County Manager

PURPOSE: At the March 5, 2024, the Board gave consensus to put out a Request for Qualifications for engineering services in order to acquire multiple continuing service contracts.

Proposed date to issue the request is August 19, 2024, with a qualifications due date of October 10, 2024, at 4:00 PM. Recommendations for companies to enter negotiations would be presented to the Board at the October 17, 2024, regular meeting.

REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL SERVICE CONTRACTS

ENGINEERING AND/OR SURVEY AND MAPPING SERVICES

RFQ 2024-001
CONTINUING CONTRACTS
FOR
ENGINEERING AND/OR SURVEY AND MAPPING SERVICES

REQUEST FOR QUALIFICATIONS

QUALIFICATIONS ISSUE DATE: August 19, 2024

QUALIFICATIONS DUE DATE/TIME: October 10, 2024 – 4:00 PM

Sealed responses to this Request for Qualifications must be physically delivered to the Office of the Clerk of the Circuit Court before the stated time. Late responses will not be considered. Responses shall be submitted on the forms provided and must be manually signed. Responses shall be sealed in an envelope with the RFQ number, with the opening date and time clearly indicated.

ISSUED BY: Office of the County Manager
945 N Temple Avenue
Starke, Florida 32091
Telephone: 904-966-6327
Email: Scott.Kornegay@BradfordCountyFL.gov

The Board of County Commissioners of Bradford County, Florida reserves the right to reject all responses submitted in response to this Request for Qualifications.

It is the intent and purpose of the Board of County Commissioners of Bradford County, Florida that this Request for Qualifications promote competition. It shall be the responsibility of the entity's responding to this RFQ to advise the County Manager's office if any language, requirement, etc. Or any combination thereof inadvertently restricts or limits the requirements stated in this Request for Qualifications to a single source. Such notification must be submitted in writing and must be received by the County Manager's office no later than ten (10) days prior to the Qualifications Opening Date referred to herein.

This document and all attached materials including this Request for Qualifications shall become part of any purchase order, agreement, contract, work order, or other engagement resulting from this request for qualification process.

AWARD PROCESS

The following schedule is provided by the Board of County Commissioners of Bradford County, Florida for consideration of those interested in submitting a response to this Request for Qualifications:

QUALIFICATIONS ISSUE DATE: August 19, 2024

QUALIFICATIONS DUE DATE/TIME: October 10, 2024 – 4:00 PM

BOARD OF COUNTY COMMISSIONERS' APPROVAL: October 17, 2024

(In the event that the Board of County Commissioners elects to conduct interviews or hear presentations from certain firms submitting a response, this date is subject to change.)

WORK ORDER INITIATION: UNKNOWN

The Board of County Commissioners of Bradford County, Florida reserves the right to change or alter the aforementioned dates at its sole and exclusive discretion as may become necessary.

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Section 1.

Introduction.

The Board of County Commissioners of Bradford County, Florida, in conformance with the *Consultants' Competitive Negotiations Act* (CCNA), Section 287.055, *Florida Statutes*, as well as the *Purchasing Procedures* of Bradford County, Florida is requesting qualifications from licensed firms or individuals to provide continuing contracts for engineering and/or surveying and mapping services.

Section 2.

Typical Project Areas.

The Board of County Commissioners of Bradford County, Florida typically engages firms or entities providing these services for projects such as those identified as follows:

- A. Design, construction, and management of new facilities and significant facility improvements, alterations or additions;
- B. Solid Waste Management planning, permitting, design, and engineer inspection;
- C. Stormwater facility planning, permitting, design and engineer inspection;
- D. General civil engineering for roadway planning and design, geotechnical engineering, drainage planning and design, parks planning and design, building planning and design, sidewalk planning and design, and site development planning and design; and
- E. Boundary, site, utility, topographic and design surveying;

Section 3.

Scope of Services

Once selected pursuant to this Request for Qualifications process, qualified firms and/or entities will respond to Bradford County Task Orders to provide services for the categories listed below, as applicable:

- A. Mechanical, Electrical, Plumbing (MEP) Engineering Services;
- B. General, Civil Engineering Services;
- C. Stormwater Management and Ecological Engineering Services;
- D. Solid Waste Management and Landfill Planning, Permitting and Inspection Services;
- E. Traffic Engineering Services;
- F. Transportation Planning Services;
- G. Geotechnical Engineering and Construction Support Services;
- H. Surveying Services;
- I. Environmental, Health and Safety Engineering Services;
- J. Bridge and Structural Engineering to Include Inspection Services;
- K. Design for Florida Department of Transportation (FDOT) Projects;
- L. Project Coordination for FDOT Projects; and
- M. Construction, Engineering and Inspection Services for FDOT Projects

Section 4.

Qualifications and Responsive Submissions

- A. The Board of County Commissioners of Bradford County, Florida intends to award multiple continuing contracts to firms and/or entities deemed to be the most highly qualified to perform each required service. Firms and/or entities may be awarded continuing contracts in single or multiple categories as described in Section 3, “Scope of Services.” The Board of County Commissioners intends for the continuing service contracts to be for a period of two (2) years with the option for three (3), additional one (1) year extensions. Firms and/or entities must have provided consulting, engineering, or services that relate to any of the required categories listed in Section 3 above and herein within the State of Florida for at least five (5) years.
- B. Firms and/or entities should submit a single response which outlines the entire scope of the services they propose to offer to Bradford County. This single proposal should address the categories listed in Section 3 and should, at a minimum, address any/all services that the firms and/or entities propose to provide. It is not necessary to provide separate or individual responses for any or all of the categories outlined in Section 3, nor is it necessary to provide a separate or individual letter of intent for any or all of the categories outlined in Section 3.
- C. Firms and/or entities must be registered and licensed to practice in the State of Florida and identify and submit resumes for all personnel that will be working on project(s).
- D. Include the experience of each on projects similar to those listed under the scope of services Section 3 above and herein.

- E. It is required that consultants assigned to all projects come from the resumes submitted in this RFQ.
- F. Changes to this pool of consultants must be approved in writing by the Board of County Commissioner's or their designee(s).
- G. A professional consultant licensed to practice in the relevant area in the State of Florida shall be responsible for and in charge of all work performed on each project.

Section 5

Payment for Services

- A. Generally speaking, invoices shall be submitted to Bradford County on a monthly basis in accordance with the agreement(s) governing the relationship between the Board of County Commissioners of Bradford County, Florida and the firms and/or entities selected pursuant to this Request for Qualifications process.

- B. Given the potentially unique circumstances of individual tasks, this requirement may be amended on a project-by-project basis, upon the mutual agreement of Bradford County and the selected firm and/or entity.

Section 6

Agreement(s) with Selected Firms and Terms for Agreements

- A. The Board of County Commissioners of Bradford County, Florida will negotiate agreements with the selected firms and/or entities following selection pursuant to this Request for Qualifications process.
- B. The term of all agreements shall begin on the date the agreements are approved and executed by the Board of County Commissioners of Bradford County, Florida and the selected firms and/or entities, otherwise known as complete execution.
- C. The Board of County Commissioners of Bradford County, Florida intends for said continuing service agreements to remain in place for an initial two (2) years with the option for three (3), additional one (1) year extensions.

Section 7.

Delivery of Qualifications Responses

- A. One (1) original, three (3) copies and one (1) digital copy of the Qualifications Responses shall be submitted in a sealed package, clearly marked on the outside of package with "RESPONSE TO REQUEST FOR QUALIFICATIONS - PROFESSIONAL ENGINEERING AND/OR SURVEYING - BRADFORD COUNTY, FLORIDA" addressed to Bradford County, Florida, and delivered at the reception desk at the Bradford County, Clerk's Office, Bradford County Courthouse, 945 N. Temple Avenue, Starke, Florida 32091.
- B. It is the sole responsibility of the proposer to ensure that proposals are received by the Bradford County Clerk's Office by the due date and time. Proposals received after the due date and/or time specified shall not be considered.

Section 8. Content of Qualifications Responses

- A. Letter addressed to the Board of County Commissioners of Bradford County, Florida setting forth the argument for the selection of the proposer as the highest qualified firm to provide services in one or more of the categories set out in Section 3 above and herein, a separate argument shall be presented for each area of practice for which a contract award is sought. The letter will be reviewed for content and writing style. The signature of the proposer must be attached and such signature is deemed a representation that the proposer is the author of the submittal.
- B. The statement of qualifications must include, in tabbed format, the following sections in this order:
- i. Title Page - The title page must include the title of the RFQ, the name and address of the proposing firm, the name, title, phone number and email address of the contact person. Indicate the category as listed in Section 3 above and herein for which firm is licensed, qualified to provide services and is seeking a contract award.
 - ii. Table of Contents
 - iii. Tab 1 - Signed Letter from Proposer - A signed letter stating an understanding of work to be completed, the commitment to perform the work within the periods specified, a statement why the firm believes itself to be best qualified to perform the services. The signer must have the authority to bind the respondent to the submitted qualifications. This requirement may be satisfied by inclusion in the same letter as

required by Section 8, Subsection A such that only one of such letters is required to be submitted.

- iv. Tab 2 - Organizational Chart - A chart showing full name, title of personnel and name of the firm providing the personnel. Include the resume of each team member proposed. It is expected that the personnel proposed will be the personnel working on each project. Any substitution request must be made in writing and be approved by the Board of County Commissioners of Bradford County, Florida.
- v. Tab 3 - Professional Experience - Establish relevant experience of the firm by providing similar Project References (no more than 2 pages per Project Reference). Include Client phone/email contact information for verification purposes. References must include experience for any applicable categories listed in Section 3 above and herein for which proposer seeks to be qualified.
- vi. Tab 4 - Understanding of Local Needs - Explain an understanding of the needs requested by this RFQ. Outline knowledge of the community and familiarity with local conditions.
- vii. Tab 5 - Qualifications - Indicate those who will serve as principals-in-charge and project managers and their availability to work on projects. List other project personnel that will be assigned to projects. Describe their directly related experience and qualifications to effectively and efficiently meet project requirements. Identify the office location that will be assigned to a project and its distance from Bradford County, Florida.

- viii. Tab 6 - Work Priorities - Outline the ability of the firm to meet deadlines and budget constraints and ability to react to changing conditions.
- ix. Tab 7 - Local Government References - Use the form provided for this purpose. Return it with the proposal. List four local government professionals with whom the firm has worked within the last three years. Provide telephone and email contact information.
- x. Tab 8 - Certification - Document the firm's status as Certified Minority-/Women-Owned Business, if any. Certification may be State, Federal, City, or local government. Please note: All firms must be licensed and permitted to practice in the State of Florida.
- xi. Tab 9 - Insurance Requirements - A statement will be included indicating the understanding of, and agreement to comply with, the Board of County Commissioners of Bradford County, Florida's insurance requirements as will be set forth in the continuing services agreement which will be negotiated between the successful firm and/or entity and Bradford County.
- xii. Tab 10 – Addenda - A signed copy of any addenda to indicate the Firm acknowledges receipt and understanding of the addenda contents.
- xiii. Tab 11 - Any other information deemed relevant by the Firm.

Section 9. Restricted Communication

- A. Any communication by an interested firm and/or entity with the Board of County Commissioners of Bradford County, Florida shall be made by email only to Amanda Brown at amanda_brown@bradfordcountyfl.gov.
- B. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.
- C. If any addenda are issued to this RFQ, the Board of County Commissioners of Bradford County, Florida will post any such addenda on its web site at www.bradfordcountyfl.gov.
- D. It shall be the responsibility of each firm and/or entity, prior to submitting qualifications, to view the Board of County Commissioners of Bradford County, Florida's web site to determine if addenda were issued and to make such addenda a part of the qualifications, to be included and signed in Tab 10 of the proposal.

Section 10. Evaluation Criteria and Selection Process

- A. Proposals will be evaluated internally by a committee designated by the Board of County Commissioners of Bradford County, Florida for this specific purpose.
- B. The evaluation of the proposals shall include consideration of the following criteria with the following prescribed values:

Overall expertise, experience, and qualifications to perform professional work related to the identified categories.	20 Points
Experience within the last three years working with local governments.	20 Points
Understanding local needs and familiarity with local conditions.	20 Points
Availability, location, and qualifications of key personnel to be assigned contract work	15 Points
Recognition of work priorities, flexibility to deal with change, ability to meet deadlines and budget constraints.	10 Points
Local Government References	10 Points
Certification as to Minority Business Enterprises (MBE)/Women’s Business Enterprises (WBE) Ownership (Based solely on Certification of the responding firms and/or entities and not upon a consideration of Certified subconsultants.)	5 Points
Total Possible Number of Points	100 Points

- C. The Board of County Commissioners of Bradford County, Florida reserves the right to request consultant presentations from interested firms and/or entities.

- D. The most qualified firms and/or entities in each area of licensure will be recommended to the Board of County Commissioners of Bradford County, Florida.
- E. Those firms and/or entities approved by the Board of County Commissioners of Bradford County, Florida will be asked to enter negotiations on an expedited basis.
- F. Upon successful negotiation, an agreement will be negotiated between Bradford County staff and the selected firm and/or entity and, ultimately, approved by the Board of County Commissioners of Bradford County, Florida.

Section 11. Negotiations

Negotiations shall begin with the top-ranked firm(s) and/or entity(entities) after designation as such by the Board of County Commissioners of Bradford County, Florida. If a satisfactory contract and fee schedule cannot be negotiated with higher ranked consultant(s) negotiations will begin with the next highest ranked consultant(s). The intent is to develop several contracts with separate consultants in each area of licensure.

Section 12. List of Appendices

- A. The following documents are attached hereto as appendices and are incorporated herein by reference. Each of these documents must be properly completed, executed and submitted as a part of Qualifications Responses.
- B. The executed and below listed documents subsequently will be identified and incorporated in the agreement between the successful firm(s) and/or entity(entities) and the Board of County Commissioners of Bradford County, Florida. The actions of the Board of County Commissioners of Bradford County, Florida in selecting and awarding contracts, as well its reliance on expected high quality by performance of consultant during contract administration, are based in considerable part on the representations expresses therein.
- C. Appendices:
1. Appendix A - Florida Statutes On Public Entity Crimes Form;
 2. Appendix B - Drug-Free Workplace Form;
 3. Appendix B - References Listing Form;
 4. Appendix D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions;
 5. Appendix E – Sample Continuing Services Agreement – A version similar to this sample will be negotiated with the firms and/or entities that are selected to be engaged.

Appendix A

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Appendix A

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____ Notary Public – State of _____

(Type of Identification) My commission expires _____

(Printed, typed or stamped
commission name of notary public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies

that _____ does:
(Business Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____

Date: _____

REFERENCES LISTING FORM

List a minimum of four (4) local government or private references for similar contracts, which you have completed within the past 15 years (Please Print/Type).

Customer Name: _____

Address: _____

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

Contact Name: _____

Telephone: _____ Fax: _____

Email Address: _____

Contract Type: _____

Completion Date: _____

Contract DID DID NOT Have reportable findings.

My company has been in this type of business for _____ years. There are _____ employees in my company. _____ employees will be dedicated to this project.

**Certification Regarding
Debarment, Suspension, Ineligibility, and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Appendix D

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

CONTINUING SERVICES AGREEMENT
FOR THE PROVISION OF PROFESSIONAL SERVICES

THIS CONTINUING SERVICES AGREEMENT is made and entered into this ____ day of _____ 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 945 N. Temple Avenue, Starke, Florida 32091 and who is hereinafter referred to as "COUNTY;" and _____, a _____, whose address is _____ and who is hereinafter referred to as "CONSULTANT."

WITNESSETH:

INTRODUCTORY PROVISIONS

A. Adoption and Incorporation of Recitals.

The parties hereto specifically adopt the above-referenced recitals and incorporate them herein as part and parcel of this agreement.

B. Purpose and Authority for Agreement.

- i. This continuing services agreement is entered into for the purpose of organizing and outlining the relationship between COUNTY and CONSULTANT with regard to the provision of continuing, professional services for Bradford County, Florida.
- ii. This agreement is entered into pursuant to the authority granted by Chapter 125, *Florida Statutes*, and in accordance with Chapter 287, *Florida Statutes*.

C. General Provisions.

- i. CONSULTANT shall provide Services for COUNTY as required by COUNTY which may include services in all phases of a project. These services may include serving as COUNTY's professional engineering services representative for the project, providing professional engineering consultation and advice, and by itself or with subconsultants furnishing customary civil, architectural, structural, mechanical, environmental, transportation, stormwater, irrigation, landscaping, and electrical engineering services, as may be appropriate. CONSULTANT shall perform any and all services in a timely, efficient and cost-effective manner and in a manner that comports with the highest standards of professional engineering.

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- ii. COUNTY shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide services by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the provisions of Sections 1 and 2 of this continuing services agreement which are applicable, (5) the deliverables, if any (which are the items to be provided to COUNTY as a result of the services, and (6) the services, information and data that can be provided by COUNTY to CONSULTANT.
- iii. COUNTY does not guarantee, warrant, or represent that any number of projects or any particular type of project will be assigned to CONSULTANT under the terms of this continuing services agreement. Furthermore, the purpose of this continuing services agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any services authorization that may be mutually agreed to by both parties. COUNTY shall have the sole discretion to select the project(s), if any, that may be given to CONSULTANT.
- iv. All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar and computer file versions as appropriate

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SECTION 1.
GENERAL SERVICES PROVIDED BY CONSULTANT

1.1 General.

Upon the issuance of a Services Authorization Agreement, CONSULTANT may be expected to perform general services, including but not limited to the following:

1.2 Study and Report Phase Services.

After written authorization to proceed from COUNTY to CONSULTANT, CONSULTANT shall:

- 1.2.1 Consult with COUNTY to clarify and define COUNTY's requirements for the project, and to review available data.
- 1.2.2 Prepare a report or feasibility study containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY and setting forth CONSULTANT's findings and recommendations. This Report will be accompanied by CONSULTANT's cost estimate for the Project.

1.3 Preliminary Design Phase Services.

In cooperation with COUNTY, and on the basis of the accepted study and report documents, determine the general scope, extent and character of the project.

After written authorization to proceed with the preliminary design phase, CONSULTANT shall:

- 1.3.1 Make a personal examination of the proposed project site, and, as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the project, or the project as a whole. CONSULTANT shall promptly report any adverse site conditions to COUNTY.
- 1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.3.3 Advise COUNTY if additional data or services are necessary for preliminary design, and assist COUNTY in obtaining such data and Services.
- 1.3.4 Based on the information contained in the preliminary design documents, submit a revised total project cost estimate to COUNTY.

1.4 Final Design Phase Services.

After written authorization to proceed with the final design phase, CONSULTANT shall:

- 1.4.1 On the basis of the accepted preliminary design documents and the project cost estimate, if applicable prepare for incorporation in the construction contract documents final drawings (drawings) to show the general scope, extent and character of the work to be furnished and performed by the project contractor(s), and specifications.
- 1.4.2 Prepare and furnish to COUNTY such documents and design data as may be required by COUNTY, so that COUNTY may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the project. CONSULTANT shall also assist COUNTY in obtaining such approvals by submitting, participating and/or leading in negotiations with appropriate authorities, and the services authorization shall define CONSULTANT' s role in this regard.
- 1.4.2 Prepare for review and approval by COUNTY, invitations for bid, bid forms (where appropriate), supplementary conditions and assist in the preparation of other related documents.

1.5 Bidding or Negotiating Phase Services.

After written authorization to proceed with the bidding or negotiating phase, CONSULTANT shall:

- 1.5.1 Assist COUNTY in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable services authorization, attend pre-bid conferences.
- 1.5.2 Assist COUNTY in preparing and distributing addenda as appropriate to interpret, clarify or expand the bidding documents or in response to written questions received during the bid phase.
- 1.5.3 Assist COUNTY in determining qualifications of the prime contractor as well as subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents.
- 1.5.4 Consult with COUNTY concerning, and determine the acceptability of, substitute materials and equipment proposed by the contractor(s) when substitution is allowed by the bidding documents.
- 1.5.5 Assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6 Construction Phase Services.

During the Construction Phase, CONSULTANT shall, if requested by COUNTY and accepted by CONSULTANT:

- 1.6.1 General. Consult with and advise COUNTY and act as its representative as provided in the Construction Contract Documents.

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- 1.6.2 Pre-Construction Meeting. Prepare for and attend a pre-construction meeting conducted by COUNTY with representatives of the Contractor(s), subcontractor(s), utility companies, etc. for each Project, as determined necessary by COUNTY.
- 1.6.3 Work in Progress. In connection with observations of the work of Contractor(s) while it is in progress:
- 1.6.3.1 CONSULTANT shall make visits to the site as requested by COUNTY in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, CONSULTANT may provide, if requested by COUNTY in a Services Authorization, the services of Construction Manager and/or Field Representative (and assistants as agreed) at the site to assist CONSULTANT and to provide more continuous observation of such work.
- 1.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the drawings and specifications and in connection therewith prepare work directive changes and change orders as required. In addition, CONSULTANT shall assist COUNTY to respond, in writing, to any request for information (RFI). All RFIs and responses thereto shall be submitted to COUNTY and CONSULTANT for review and response by COUNTY.
- 1.6.5 Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor(s).
- 1.6.6 Inspections and Tests. CONSULTANT shall have authority to receive all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders and terms of the drawings and specifications (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the drawings and specifications) and, in addition, CONSULTANT shall have authority, as COUNTY' s representative, to act as initial interpreter of the requirements of the drawings and specifications.
- 1.6.7 Applications for Payment. Based upon CONSULTANT's being an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, and recommend payments to the contractor(s).
- 1.6.8 Track Progress if Contractor. If providing construction manager and/or field representative services, CONSULTANT shall track the progress of the contractor(s) and submit a written report to COUNTY, at stages of the construction as defined in the services authorization, documenting the progress of the contractor relative to the original approved schedule.
- 1.6.9 Minimize Claims. CONSULTANT shall endeavor to minimize the potential areas for contractor claims by initiating timely, thorough, and complete communication among COUNTY and the design and construction contract principals; other local, state, or federal parties (when directed by COUNTY); or private entities that may also be involved.

- 1.6.10 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any contractor, or of any subcontractor or supplier, or any of the contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except CONSULTANT's own subconsultants, employees and agents) at the site or otherwise furnishing or performing any of the contractor(s)' work.
- 1.6.11 Subcontractors and Subconsultants. In performing the services and to see them to a timely, efficient, and cost-effective completion, CONSULTANT shall have the right to employ other firms, consultants, contractors, subcontractors, and so forth (subconsultants). While COUNTY shall make no demand that CONSULTANT hire any particular subconsultant for any specific project, by acquiescing to or accepting a subconsultant hired by CONSULTANT, COUNTY does not guarantee or warrant the reliability or effectiveness of that entity's services.

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SECTION 2.
ADDITIONAL SERVICES OF CONSULTANT

2.1 General

COUNTY may, at its sole discretion, provide CONSULTANT with a services authorization to furnish or obtain (from others) additional services of the following types which are not considered normal or customary general services, as described above. These additional services may include, but are not limited to, the following:

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under general services) for private or governmental grants, loans or advances in connection with the project; preparation for review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- 2.1.2 Services resulting from significant changes in the previously approved extent of the project or its design including, but not limited to, changes in size, complexity, COUNTY's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or construction contract documents when such revisions are due to causes beyond CONSULTANT's control.
- 2.1.3 Providing measured drawings, renderings or models for COUNTY's or CONSULTANT's use.
- 2.1.4 Preparing documents for alternate bids requested by COUNTY for the contractor(s)' work which is not exceeded, or documents for out-of-sequence work.
- 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; value engineering during the course of design; cash flow and economic evaluations not envisioned in a preliminary consulting report; rate schedules and appraisals; assistance in obtaining financing for the project; processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY.
- 2.1.6 Furnishing services of independent professional associates and consultants for other than general services (which include, but are not limited to, customary civil, structural, mechanical, environmental, architectural, transportation, stormwater, irrigation, landscaping, and electrical engineering); and for providing data or services beyond those described as general services, herein.
- 2.1.7 Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the project, and services resulting from the

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arranging for performance by persons (other than the prime contractors) of services for COUNTY and administering COUNTY' s contracts for such services.

- 2.1.8 Services during out-of-town travel required of CONSULTANT, other than visits to the site or COUNTY's office which are necessary for the performance of general services.
- 2.1.9 Where applicable, and with approval of COUNTY, preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.10 Preparing to serve (or serving) as a consultant or witness for COUNTY in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations included as part of general services).
- 2.1.11 Services in connection with change orders to reflect changes requested by COUNTY, and making revisions to drawings and specifications occasioned thereby.
- 2.1.12 Preparing for COUNTY, on request, a set of reproducible record prints of signed and sealed drawings showing those changes made during the construction process. Such prints shall be based on the marked-up prints, drawings and other data furnished by the contractor(s) to CONSULTANT and which CONSULTANT considered significant (record drawings). If COUNTY requests the original record drawings so prepared by CONSULTANT, CONSULTANT may have them delivered to a printer that will not unreasonably delay the delivery of the record drawings.
- 2.1.13 Additional or extended service during construction made be necessary by, (1) work damaged through means beyond control of CONSULTANT, (2) a significant amount of defective or neglected work of the contractor(s) not resulting from the inadequate performance of CONSULTANT under the terms of the agreement, (3) prolongation of contract time of any prime Contractor by more than thirty (30) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by the prime contractor(s).
- 2.1.14 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract for the project.
- 2.1.15 Assistance in the preparation of ordinances.
- 2.1.16 Assistance in the preparation of agreements between COUNTY and others (including, but not limited to, other units of government, developers, districts, and authorities).
- 2.1.17 Special studies, reports, investigations or analyses.
- 2.1.18 Services in connection with any partial utilization of any part of the project by COUNTY prior to substantial completion.

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- 2.1.19 Evaluating an unreasonable or extensive number of claims submitted by the contractor(s) or others in connection with the work, such unreasonableness and extensiveness to be at COUNTY's request and determination.
- 2.1.20 The filing of a written status report with COUNTY concerning, 1) a description of the services performed and completed to a date certain, 2) the results of such services and work (i.e. their relation to the total project work, the percentage of project services then completed), and 3) any other observations or comments that CONSULTANT believes or should reasonably believe will affect the successful completion of the project, or that should otherwise be brought to COUNTY's attention. The frequency of such reports shall be set forth in each services authorization.
- 2.1.21 Additional services in connection with the project not otherwise defined in the general services, or as described elsewhere herein, and including but not limited to start-up services that shall be defined in the appropriate services authorization.

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SECTION 3.
RESPONSIBILITIES OF BRADFORD COUNTY

3.1 Requirements for Projects.

COUNTY shall provide criteria and information as may be needed by CONSULTANT to ascertain and meet COUNTY's requirements for projects in a timely manner, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the drawing and specifications.

3.2 Information Pertinent to Projects.

COUNTY shall provide CONSULTANT with access to COUNTY's records to allow CONSULTANT to identify all available information pertinent to the project (including previous reports and any other data relative to design or construction of the project). COUNTY shall make reasonable efforts to identify such pertinent information for CONSULTANT. CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, CONSULTANT is responsible for bringing to COUNTY's attention, for COUNTY's resolution, any material inconsistencies or errors in such data which come to CONSULTANT's attention. If COUNTY requires CONSULTANT's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties, and shall be reimbursed by COUNTY.

3.3 Access to Property.

COUNTY shall arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

3.4 Examination.

COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.5 Approvals and Permits.

COUNTY shall obtain approvals and permits, with the active assistance and advice of CONSULTANT (and as budgeted in the applicable services authorization), from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for successful completion of the project.

3.6 Other Professional Services.

COUNTY shall provide such (accounting, independent cost estimating, and insurance counseling) services as may be required for the Project, to ascertain that the construction contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the Project work.

3.7 County Project Manager.

COUNTY reserves the right to appoint a COUNTY project manager for any services authorization. COUNTY project manager may be COUNTY engineer/utilities engineer or COUNTY's designee. The project manager for COUNTY, and shall issue and all written authorizations to CONSULTANT that the project may require, or that may otherwise be defined or referred to in this continuing services agreement. COUNTY project manager shall also, 1) act as COUNTY's agent with respect to the services rendered hereunder; 2) transmit instructions to and receive information from CONSULTANT; 3) communicate COUNTY's policies and decisions to CONSULTANT regarding the Services; 4) determine, initially, whether CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by CONSULTANT respecting COUNTY's nonperformance of any project obligation. All determinations made by COUNTY project manager, as outlined above, shall be final and binding upon CONSULTANT in regard to further administrative review, but shall not be binding upon CONSULTANT in regard to general appearances before or appeals to the Board of County Commissioners, or appearances before or appeals to a court of competent jurisdiction.

3.8 Notice and Extension of Term.

COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or any defect in the work of the Contractor(s). If CONSULTANT has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any services authorization, then, in COUNTY's sole discretion, and upon the submission to COUNTY of evidence of the causes of the delay, CONSULTANT shall be granted an extension of its project schedule equal to the period CONSULTANT was actually and necessarily delayed.

3.9 County's Construction Management.

COUNTY may provide construction manager(s) and field representative(s) to monitor construction activities. When COUNTY provides construction manager(s) and field representative(s), his duties, responsibilities and limitations of authority shall be as set forth in the construction contract documents, if applicable and the following will apply:

- 3.9.1 The construction manager will provide instructions to the field representative(s) on procedures to be followed, and will schedule inspections of construction. The field representative(s) shall be responsible for proper execution of the construction manager's instructions.
- 3.9.2 COUNTY's construction manager(s) and field representative(s) shall have prior construction experience, or shall be trained by COUNTY to assure that the foregoing have sufficient understanding of their duties and personal job safety precautions on the subject project. CONSULTANT, has no responsibility for training of COUNTY's representative(s), or for general duties of a representative on the subject project, or for general job safety precautions on the subject project.

3.10 Additional Services.

COUNTY shall furnish, or direct CONSULTANT to provide, necessary additional services as stipulated in Section 2 of this continuing services agreement, or other services as required, or as mutually agreed pursuant to a services authorization.

3.11 Incidental Costs.

COUNTY shall bear all costs incident to compliance with the requirements of this Section.

The remainder of this page intentionally left blank.

SECTION 4.
TERM(S) OF AGREEMENT

4.1 Initial Term of Agreement.

The initial term of this continuing services agreement shall be a period of two (2) calendar years, beginning on the date that the agreement is fully executed by both COUNTY and CONSULTANT.

4.2 Extension Terms of Agreement.

Following said initial term, this continuing services agreement shall automatically renew for three (3) successive, one (1) year "extension" periods, subject to the mutual consent of COUNTY and CONSULTANT, unless otherwise amended or terminated as provided for below and herein.

The remainder of this page intentionally left blank.

SECTION 5.
PAYMENTS TO CONSULTANT

5.1 General.

- 5.1.1 COUNTY will pay CONSULTANT for the services as detailed in each of CONSULTANT's narrative monthly invoices, and in accordance with the schedule of fees and reimbursable expenses as provided in each services authorization. The invoices shall be in a format approved by the project manager.
- 5.1.2 CONSULTANT fully acknowledges and agrees that if at any time it performs services on a project contemplated by the parties, such services which have not been, a) fully negotiated, reduced to writing, and formally executed by both COUNTY and CONSULTANT; b) or reduced to writing by COUNTY and signed by COUNTY; then CONSULTANT shall perform such services without liability to COUNTY, and at CONSULTANT's own risk.
- 5.1.3 For other than lump-sum contracts, COUNTY shall only be obligated to pay for those services that CONSULTANT can demonstrate are reasonable, provable, and within the scope of services of any services authorization.

5.2 Compensation.

Within the Services Authorization associated with each Project, COUNTY and the CONSULTANT may agree on, but not be limited to, one of the methods of compensation outlined in Subsections 5.2.2, or a method of compensation established within the Services Authorization or as required by the project Funding Agency. Reimbursable expenses shall be as defined in Subsection 5.3.

5.2.1 Methods of Compensation.

- 5.2.1.1 Lump Sum: For Services rendered, COUNTY shall pay CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon and set forth in the Services Authorization. CONSULTANT will invoice COUNTY monthly, based upon CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.
- 5.2.1.2 Percent of Construction Cost: When Percent of Construction Cost is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs and interest expense incurred during the construction period. CONSULTANT will invoice COUNTY monthly, based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

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- 5.2.1.3 Hourly Plus Direct Cost. Compensation will be for personal time and expense directly attributable to an assigned task by COUNTY. The Engineer will render to COUNTY for performed services, an itemized bill once each month for services ad defined in the Service Authorization

5.3 Reimbursable Expenses.

"Reimbursable Expenses" shall mean the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel outside Bradford County; obtaining bids or proposals from contractor(s); toll telephone calls and telegrams; furnishing and maintaining field office facilities when not included in construction contract/funding; reproduction of reports, drawings and specifications, and similar project-related items.

5.4 Payments by Owner.

- 5.4.1 All services payment shall be made by COUNTY to CONSULTANT within thirty (30) calendar days of COUNTY's invoice receipt thereof (payment period), unless, within the payment period, COUNTY, (1) notifies CONSULTANT of an objection to the payment amount, and (2) either provides CONSULTANT with a determination of the proper payment, or (3) requests further information from CONSULTANT so that a proper payment can be derived and agreed upon by the parties.

5.5 Records.

CONSULTANT also agrees to maintain, and to cause each subconsultant to maintain, complete and accurate books and records (books) in accordance with sound accounting principals and standards, and relating to all Services and the project, and the related costs and expenditures to COUNTY that have been contracted for and paid during the life of any Specified Authorization.

5.6 Late Payment.

If COUNTY fails to make any payment due to CONSULTANT for Services and expenses within forty-five (45) days after receipt of CONSULTANT's invoice, or within thirty (30) days of receipt of project funds released to COUNTY from the project funding agency; therefore, the amounts due CONSULTANT shall include a charge at the rate of one percent (1%) per month simple interest from the thirtieth (30th) day, and, in addition CONSULTANT may, after giving seven (7) calendar days prior written notice to COUNTY, suspend services under this continuing services agreement until CONSULTANT has been paid, in full, amounts due it for Services and expenses. Any portion of an invoice that is objected to or questioned by COUNTY in accordance with Subsection 5.4 shall not be considered due for the purposes of this Subsection.

5.7 Overtime.

Overtime will be paid by COUNTY only if authorized in advance by COUNTY for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of CONSULTANT.

5.8 Scope, Cost and Fee Adjustment.

- 5.8.1 General. CONSULTANT or COUNTY may at any time notify the other of requested changes to the scope of services as set forth in a services authorization. The notification shall state the scope modification and an adjustment of the cost estimate and fee specified in the subject services authorization to reflect such modification. The cost and fee adjustment due to modification in the scope of services may be calculated utilizing the same method of compensation applicable to the services authorization prior to the scope modification. CONSULTANT and COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the scope of services must be approved or authorized by the Board of County Commissioners of Bradford County, Florida. If the cost and fee adjustment is within a previously approved budget for changes to the scope of services for the overall project, the change may be approved by COUNTY.
- 5.8.2 Scope Reduction. COUNTY shall have the sole right to reduce (or eliminate, or whole or in part) the scope of any project at any time and for any reason, upon written notice to CONSULTANT specifying the nature and extent of the reduction. In such event CONSULTANT shall be fully compensated for the services already performed, including payment as defined elsewhere herein of all project-specific fee amounts due and payable prior to the effective date stated in COUNTY's notification of the reduction and for a maximum of five (5) days' demobilization costs. CONSULTANT shall also be compensated for the services remaining to be done and not reduced or eliminated on the project.
- 5.8.3 Scope Suspension. COUNTY may, at any time and for any reason, direct CONSULTANT to suspend work (in whole or in part) under this continuing services agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. CONSULTANT shall resume its services upon the date specified, or upon such other date as COUNTY shall be added to the applicable services authorization term; provided, however, that any work stoppage not approved or caused by the actions or inactions of COUNTY shall not give rise to any claim against COUNTY by CONSULTANT. COUNTY agrees to compensate CONSULTANT for its reasonable and provable costs attributable to any delay approved or caused by the actions or inactions of COUNTY.

5.9 Sales Tax.

Under present Florida law, COUNTY is exempt from sales taxes imposed upon professional services when COUNTY purchases such services directly. COUNTY agrees to pay actual taxes (exclusive of any multiplier) imposed upon CONSULTANT, for COUNTY projects, for CONSULTANT's purchase of subconsultant services, or materials, except for qualified sales for resales. COUNTY and CONSULTANT agree that this Subsection may be modified by Services Authorization, in the event of future changes to Florida law that affect the parties, terms or conditions of this continuing services agreement.

5.10 Payment Withheld.

When COUNTY has reasonable ground belief, or information to believe that, (1) CONSULTANT will be unable to perform the Services under any Services Authorization within the related project term; or (2) a meritorious claim exists against CONSULTANT or COUNTY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this continuing services agreement or any services authorization; then COUNTY may withhold a payment otherwise due and payable to CONSULTANT; provided, however, that COUNTY shall not unreasonably withhold other services authorization payments that may not otherwise be in dispute.

5.11 Termination.

Upon the termination of this continuing services agreement, or any services authorization issued under this agreement, CONSULTANT shall prepare a final and complete payment statement for all services and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. The final payment statement shall be subject to all of the provisions described in herein.

5.12 Final Payment.

The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this continuing services agreement or any services authorization, shall constitute a full and complete release of COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that CONSULTANT, its successors, or assigns have or may have against COUNTY under the provisions of this continuing services agreement, unless otherwise previously and properly filed pursuant to the provisions of this continuing services agreement, or in a court of competent jurisdiction. This subsection does not affect any other portion of this continuing services agreement that extends obligations of the parties beyond final payment.

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SECTION 6.
PROJECT COST ESTIMATES

6.1 Consultant's Estimate of Project Construction Cost.

Any estimated project construction cost provided to COUNTY by CONSULTANT under this continuing services agreement or any services authorization issued under this continuing services agreement shall be deemed to mean the total cost to COUNTY of those portions of the entire project designed and specified by CONSULTANT, but will not include CONSULTANT's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, unless the applicable services authorization so specifies; not will it include COUNTY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the project, or the cost of other services to be provided by others to COUNTY.

6.2 Consultant's Estimate of Probable Cost.

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of total project cost and construction cost estimate provided for hereinabove are to be made on the basis of CONSULTANT's experience and qualifications, and represent CONSULTANT's best judgment as an experienced and qualified professional which is familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by CONSULTANT.

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SECTION 7.
TERMINATION OF AGREEMENT

This continuing services agreement may be terminated by either party by delivering a thirty (30) day written notice to the other party. In the event of the termination of this continuing services agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted services.

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SECTION 8.
SUSPENSION OF AGREEMENT

COUNTY has the right to suspend CONSULTANT's Services pursuant to any services authorization. However, if COUNTY suspends CONSULTANT's services pursuant to any services authorization, COUNTY will add to the period of service for such services authorization a period not less than the duration of such suspension and compensate CONSULTANT for its reasonable and provable costs, profits (as agreed to by COUNTY), and losses (including overhead costs, reimbursable and subconsultant expenses incurred) associated with demobilization for such suspended service.

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SECTION 9.
NOTICES TO PARTIES

All notices denominated as such by this Agreement, or the Bradford County Code of Ordinances, or Florida or federal law, required to be given to CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage paid, addressed to:

_____ ; and

All notices required to be given to COUNTY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to COUNTY and County Clerk, separately, at:

Board of County Commissioners of Bradford County, Florida
Attention: County Manager
945 N. Temple Avenue
Starke, Florida 32091

Either party may change its address, for purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

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SECTION 10.
CONFLICT OF INTEREST

CONSULTANT represents and warrants unto COUNTY that no officer, employee, or agent of COUNTY has any interest, either directly or indirectly, in the business of CONSULTANT to be conducted hereunder. CONSULTANT further represents and warrants to COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this continuing services agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this continuing services agreement. Further, CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this continuing services agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this continuing services agreement. It is absolutely understood and agreed by CONSULTANT that, for the breach or violation of this section, COUNTY shall have the right to terminate this continuing services agreement without liability and its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by CONSULTANT.

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SECTION 11.
INDEMNIFICATION AND INSURANCE

11.1 Indemnification.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of any professional services rendered under this continuing services agreement or any services authorizations issued pursuant to this continuing services agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

11.2 Insurance.

11.2.1 General Provisions.

CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, CONSULTANT's operations, performance, or services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether CONSULTANT's operations are by CONSULTANT, any of its agents or subconsultants, or anyone for whose act or acts it may be liable. CONSULTANT's insurance carrier shall be licensed to do business in the state of Florida and shall have an A.M. Best Rating of "A" or better. The insurance required by this subsection shall be written for not less than the limits of liability specified below, or required by law, which ever is greater, and shall include contractual liability insurance as applicable to CONSULTANT's obligation under this Agreement.

CONSULTANT shall provide evidence of both General (Public and Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of COUNTY by companies acceptable to COUNTY at the following minimum limits and coverages with deductible amounts acceptable to COUNTY:

Comprehensive General Liability Insurance: (COUNTY is to be named as an additional insured)	\$ 1,000,000.00
Professional Liability Insurance: (Design Errors and Omission)	\$ 1,000,000.00

11.2.2 Additional Insurance Requirements.

CONSULTANT shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by COUNTY, nor shall CONSULTANT allow any subconsultant to

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commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by Department of Insurance of Florida which maintain a Best Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

- 11.2.2.1 Loss Deductible Clause: COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of CONSULTANT and or subconsultant providing such insurance.
- 11.2.2.2 Workers' Compensation Insurance: CONSULTANT shall obtain during the life of this Agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all CONSULTANT's employees connected with the work of this project and, in the event any work is sublet, CONSULTANT shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONSULTANT. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for COUNTY is not protected under the Workers' Compensation statute, CONSULTANT shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to COUNTY, for the protection of CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of COUNTY.
- 11.2.2.3 CONSULTANT's Public Liability and Property Damage Insurance: During the life of this Agreement CONSULTANT shall maintain COMMERCIAL AUTOMOBILE COVERAGE, this policy should name COUNTY as an additional insured, and shall protect CONSULTANT from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, and the amounts of such insurance shall be the minimum limits as follows:

11.2.3 Automobile Bodily Injury Liability and Property Damage Liability.

The policy and coverages shall include:

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobiles will be covered via symbol 1;

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- Liability coverage will include hired and non-owned automobile liability; and
- Include Waiver of Subrogation in favor of COUNTY.

11.2.4 Comprehensive General Liability (Occurrence Form):

This policy should name COUNTY as an additional insured and should indicate that the insurance of CONSULTANT is primary and not contributory over the insurance of COUNTY. The policy and coverage shall include:

- \$2,000,000 GENERAL AGGREGATE;
- \$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE;
- \$1,000,000 PER OCCURRENCE;
- \$1,000,000 PERSONAL AND ADVERTISING INJURY; and
- Include Waiver of Subrogation in favor of COUNTY.

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SECTION 12.
MISCELLANEOUS PROVISIONS

12.1 Non-Exclusive Agreement.

This continuing services agreement is non-exclusive, and may be terminated at COUNTY' s convenience with the proper notice having been given to CONSULTANT pursuant to the requirements of this agreement. It is understood and acknowledged that the rights granted herein to CONSULTANT are non-exclusive, and COUNTY shall have the right, at any time, to enter into similar agreements with other engineers, architects, landscape architects, planners, consultants, CONSULTANTS, subconsultants, and so forth, to have them perform such professional services as COUNTY may desire.

12.2 Ownership of Documents.

Upon project completion and payment of all fees due CONSULTANT, CONSULTANT shall deliver to COUNTY and COUNTY shall have the unlimited rights, for the benefit of the COUNTY, in all original drawings, designs, specifications, notes and other CONSULTANT work produced in the performance of this continuing services agreement or in contemplation thereof and all record and sealed drawings produced after completion of the work, including the right to use same in furtherance of any other COUNTY work. All work prepared by CONSULTANT pursuant to this continuing services agreement shall be instruments of service for the project. They are not intended or represented to be suitable for reuse by COUNTY or any others for any other project. Reuse for another project without written verification or adoption by CONSULTANT for a specific purpose will be at COUNTY risk. Any such verification or adaptation, if required by COUNTY of CONSULTANT, will entitle CONSULTANT to further compensation at rates to be agreed by COUNTY and CONSULTANT. The original set and one additional copy of sealed plans and specifications shall be delivered to and become the property of COUNTY upon completion of the work by CONSULTANT. Further, in addition to the hard copies described, an electronic copy will be sent by email to the project manager.

12.3 Local, State and Federal Obligations.

12.3.1 Discrimination.

CONSULTANT, for itself, its delegates, successor-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of services to COUNTY hereunder, no person shall be excluded from participation in, deny the benefits of, or otherwise subjected to discrimination in regard to this agreement on the grounds of such persons' race, color, creed, nation origin, disability, marital status or sex; and 2) CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, COUNTY shall have the right to terminate this continuing services agreement, with cause, as described above.

12.3.2 Compliance with Laws and Regulations.

CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by CONSULTANT to its employees. CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this subsection.

12.2.3 Licenses.

CONSULTANT shall, during the life of this continuing services agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, and federal law, in order for CONSULTANT to render its services or work as described herein. CONSULTANT shall also require all subconsultants to comply by contract with the provisions of this subsection.

12.2.4 Compliance with New Regulations.

CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for COUNTY or CONSULTANT to qualify for local, state, or federal funding for the Services to be rendered by CONSULTANT, then CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then COUNTY shall have the right, by written notice to CONSULTANT, to terminate this continuing services agreement for convenience. Furthermore, if CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this continuing services agreement, or to any services authorization, then COUNTY agrees, upon sufficient proof of material changes as may be presented to it by CONSULTANT, to amend all related COUNTY/CONSULTANT contractual obligations, and to revise such project budgets accordingly.

12.4 Dispute Resolution and Exclusive Venue.

As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then COUNTY shall select the mediator who, if selected solely by COUNTY, shall be a mediator certified by the Florida Supreme Court. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Bradford County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or

obligation under this continuing services agreement or any services authorization issued under this continuing services agreement, or arising out of any matter pertaining to this continuing services agreement or the work to be performed hereunder, shall be submitted for trial, without a jury, before the Circuit Court of the Judicial Circuit, in and for Bradford County, Florida. The parties consent and submit to the jurisdiction of such court pursuant hereto. COUNTY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this continuing services agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Judicial Circuit in and for Bradford County, Florida.

12.4 Severability of Agreement Provisions.

If any provision or portion of this continuing services agreement is held to be invalid, unenforceable, unconstitutional, the remainder of this continuing services agreement or portions thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

12.5 Entirety of Agreement.

This document constitutes the entirety of the continuing services agreement between COUNTY and CONSULTANT as it pertains to the subject matter contained herein and this continuing services agreement therefore supersedes all prior written or oral agreements, understandings, or representations with regard to the subject matter contained herein.

12.7 Amendments or Alterations to Agreement.

No amendment, change or alteration to this continuing services agreement shall be made other than in writing and signed by both COUNTY and CONSULTANT.

12.8 Effective Date of Agreement.

This continuing services agreement shall become effective immediately upon execution of this continuing services agreement by both COUNTY and CONSULTANT.

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BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, RELATING TO THE ANNUAL PROVISION AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE COUNTY; PROVIDING FOR ESTABLISHMENT OF THE BRADFORD COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT AND THE IMPOSITION OF FIRE PROTECTION ASSESSMENTS THEREIN; ESTIMATING THE TOTAL AMOUNT TO BE FUNDED THROUGH THE FIRE PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25; ESTABLISHING THE METHOD OF ASSESSING REAL PROPERTY SPECIALLY BENEFITED BY THE COUNTY'S PROVISION OF FIRE PROTECTION SERVICES AND FACILITIES; DESIGNATING THE COUNTY MANAGER OR DESIGNEE THEREOF AS ASSESSMENT COORDINATOR; DIRECTING THE ASSESSMENT COORDINATOR TO PREPARE A PRELIMINARY FIRE PROTECTION ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE FIRE PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Manager

PURPOSE:

This Resolution describes the methodology and how the rate is calculated for each property class: Residential (per dwelling unit); non-residential (per square foot of buildings); and vacant (per parcel). Not considering exempt property, this would bring an estimated \$1,979,187 in revenue.

The proposed assessment rates in the resolution are: Residential \$167/dwelling unit; Non-Residential \$0.11/square foot; Vacant \$46.50/parcel

Exemptions included in this resolution are: Agricultural property unless it has a residence, where only the dwelling unit would be assessed as required by state law; Institutional (Churches and Non-profit organizations) and Government-owned property, 100% Disabled Veterans, and Low-Income persons/families (based on federal poverty guidelines and application for exemption required).

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, RELATING TO THE ANNUAL PROVISION AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE COUNTY; PROVIDING FOR ESTABLISHMENT OF THE BRADFORD COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT AND THE IMPOSITION OF FIRE PROTECTION ASSESSMENTS THEREIN; ESTIMATING THE TOTAL AMOUNT TO BE FUNDED THROUGH THE FIRE PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25; ESTABLISHING THE METHOD OF ASSESSING REAL PROPERTY SPECIALLY BENEFITED BY THE COUNTY'S PROVISION OF FIRE PROTECTION SERVICES AND FACILITIES; DESIGNATING THE COUNTY MANAGER OR DESIGNEE THEREOF AS ASSESSMENT COORDINATOR; DIRECTING THE ASSESSMENT COORDINATOR TO PREPARE A PRELIMINARY FIRE PROTECTION ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE FIRE PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of Bradford County, Florida is adopted pursuant to Article VIII, Section 1 of the Florida Constitution, Chapter 125, Florida Statutes, Section 197.3632, Florida Statutes, and other applicable provisions of law, AND County Ordinance No. 2024-07.

SECTION 1.02. DEFINITIONS. This Resolution shall be referred to as the "Initial Assessment Resolution" for fire protection services and facilities. As used herein, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" or "Assessed Parcels" means all Tax Parcels included in the Fire Protection Assessment Roll and subject to the Fire Protection Assessments contemplated hereunder.

"Assessment Coordinator" means the County Manager or such person's designee.

"**Assessment Report**" means the "FY 2025 Fire Protection Service Non-Ad Valorem Assessment Study" prepared by consulting firm Stantec, including as the context requires any drafts thereof or supplements thereto.

"**Assessment Unit**" means the unit of measurement used to apportion the costs of providing, and the relative benefit conveyed by, fire protection services and facilities among Assessed Property within each Property Use Category.

"**Board**" means the Board of County Commissioners of Bradford County, Florida

"**Building**" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lots or spaces are offered for use, rent or lease for the placement of mobile homes or the like.

"**Certificate of Occupancy**" means the written certification issued by the County or other local government entity that a Building is ready for occupancy for its intended use.

"**County**" means Bradford County, a political subdivision of the State of Florida.

"**County Manager**" means the chief executive officer of the County.

"**Demand Percentages**" means the percentage of demand for fire protection services and facilities attributable to each Property Use Category determined by analyzing the historical demand for fire protection services as reflected in the Incident Reports and as described in Section 3.03 hereof.

"**Developed Property**" means Tax Parcels that are developed entirely or in part with Buildings.

"**DOR Codes**" means the property usage codes established in Rule 12D-8.008, Florida Administrative Code, assigned to Tax Parcels by the Property Appraiser or Assessment Coordinator after field verification. The DOR Codes to be utilized in calculating the Fire Protection Assessments are set forth in the Assessment Report.

"**Dwelling Unit**" means (1) a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes for residential purposes. Dwelling Units comprise the Assessment Unit for Residential Parcels.

"Final Assessment Resolution" means the resolution described in Section 2.03 hereof which shall confirm, modify or repeal this Initial Assessment Resolution and which shall be the final proceeding for the imposition of Fire Protection Assessments for Fiscal Year 2024-25.

"Fire Protection Assessment" or **"Assessment"** means a special assessment, sometimes characterized as a non-ad valorem assessment, imposed hereunder to fund the Fire Protection Cost.

"Fire Protection Assessment Roll" or **"Assessment Roll"** means the assessment roll created pursuant to Section 2.02 hereof that includes a list of the Tax Parcels subject to Fire Protection Assessments, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the amount of the Fire Protection Assessment imposed against each Tax Parcel.

"Fire Protection Cost" means the estimated cost incurred by the County each fiscal year in providing fire protection services and facilities.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"Fiscal Year 2024-25" means the Fiscal Year commencing October 1, 2024.

"Government Property" means Tax Parcels owned by the United States of America, the State of Florida, a sovereign state or nation, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Incident Report" means an individual report prepared by the Bradford County Fire Department and filed with the Florida State Fire Marshal.

"Initial Assessment Resolution" means this Resolution which initiates the process for approving the rates of the Fire Protection Assessment for Fiscal Year 2024-25.

"Institutional Property" means a Tax Parcel assigned a DOR Code indicative of institutional use for which the Property Appraiser has determined that such use qualifies the Tax Parcel for exemption from the payment of ad valorem taxes under Chapter 196, Florida Statutes; provided, however, the term "Institutional Property" shall not include parsonages, day care facilities or other Buildings which, although owned by a church or religious entity, are used for purposes other than as a house of worship.

"MSBU" means the Bradford County Fire Protection Municipal Service Benefit Unit described hereunder.

"Multi-Family Property" means those Tax Parcels assigned a DOR Code indicative of

multi-family use.

"Non-Residential Parcels" means Tax Parcels other than Residential Parcels or Vacant Parcels.

"Property Appraiser" means the Bradford County Property Appraiser.

"Property Use Categories" means the categories used to describe the primary use attributed to individual Tax Parcels, comprised of Residential Parcels and Non-Residential Parcels.

"Residential Parcels" means Tax Parcels comprised of Single Family Residential Property, Multi-Family Property and any other parcels assigned a DOR Code indicative of residential use.

"Single Family Residential Property" means Tax Parcels assigned a DOR Code indicative of single family residential use including mobile home parcels and condominium parcels.

"Tax Collector" means the Bradford County Tax Collector.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll database maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"Vacant Parcels" means Tax Parcels which contain no Buildings.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The County is authorized by Article VIII, Section 1 of the State Constitution, Chapter 125, Florida Statutes, the Uniform Assessment Collection Act, and other applicable

provisions of law to provide for the imposition and collection of special assessments, sometimes referred to as non-ad valorem assessments, to fund in whole or in part the provision of essential public services such as fire protection services.

(B) The County is proposing the establishment of the MSBU hereunder, in accordance with section 125.01(1)(q), Florida Statutes, in order to provide for the funding and delivery of fire protection services and facilities to Tax Parcels located therein.

(C) The County engaged consulting firm Stantec to develop a methodology for apportioning the Assessments among the Tax Parcels comprising the MSBU to fund a portion of the costs incurred by the County in providing fire protection services and facilities each year.

(D) The Board has considered the Assessment Report and multiple presentations by Stantec regarding the Fire Protection Assessments which summarized the special benefits conveyed by fire protection services and an apportionment methodology based upon historic calls for service. The apportionment methodology and rate classification system based upon historic calls for service is reasonable and equitable and is also manageable and capable of being fairly implemented from year to year without wasteful or extraordinary consumption of County resources. The Assessment Report is hereby approved and incorporated herein by reference.

(E) Fire protection services and facilities possess a logical relationship to the use and enjoyment of Developed Property and provide a special benefit to property that is improved by the existence or construction of a Building by: (1) protecting the value of the improvements and structures through the provision of available fire protection services; (2) protecting the life and safety of intended occupants in the use and enjoyment of dwellings, improvements and structures within Developed Property; (3) lowering the cost of fire insurance by the presence of a comprehensive fire protection program; (4) increasing the use, enjoyment, marketability and value of property; and (5) better service to landowners and tenants.

(F) It is fair and reasonable to use the DOR Codes for apportioning the Fire Protection Cost because: (1) the Tax Roll employing the use of such codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and Building size for Developed Property, and (2) the Tax Roll is prepared and maintained by the Property Appraiser during the course of his or her constitutional duties at no extra cost to the County or its citizenry, thereby resulting in cost-efficient administration of the annual Fire Protection Assessments.

(G) The Incident Reports are a reliable data source available to determine the potential demand for fire services from Assessed Property and to determine the benefit to Assessed Property resulting from fire protection services. There are sufficient Incident Reports documenting the historical demand for fire services from the Property Use Categories by an examination of such Incident Reports. Therefore, the use of Demand Percentages determined by an examination of Incident Reports is a fair and reasonable method to apportion the Fire

Protection Cost costs among the Property Use Categories.

(H) Apportioning the Fire Protection Cost among Residential Parcels on a per Dwelling Unit basis avoids cost inefficiency and unnecessary administration and is a fair and reasonable method of apportionment based upon historical call data.

(I) The assessment of Non-Residential Parcels based upon the square footage of Buildings is fair and reasonable because the demand for fire protection services and availability and the resources expended in combating an actual fire event vary in property to the size of the Buildings comprising the Non-Residential Parcel. It is fair, reasonable and equitable to allocate the assessment burden on Non-Residential Parcels containing such Buildings based upon the square footage of Buildings as reflected in the data maintained by the Property Appraiser or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, the square footage determined by the County.

(J) The risk of loss and the demand for fire protection services and facilities presented by Non-Residential Parcels is substantially related to Building size. Because the value and anticipated occupancy of Non-Residential Parcels is substantially related to Building size, it is fair, reasonable and equitable to allocate the assessment burden on Non-Residential Parcels containing such Buildings based upon the size of the Building as measured by square footage data maintained by the Property Appraiser or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, the square footage determined by the County.

(K) The allocation of the assessment burden to improved Non-Residential Parcels by Building size is fair and reasonable for the purposes of apportionment because it is a fair and reasonable method of classifying benefited parcels and will apportion costs among benefited parcels that create similar demand for the availability of fire protection services.

(L) Vacant Parcels are benefitted by the availability of fire protection services and by the containment of fire incidents originating on such parcels which otherwise could spread beyond the parcel boundary, with the potential to spread and endanger the value of structures, Buildings and occupants of nearby property, thereby limiting liability.

(M) The County provides emergency medical services in addition to fire protection services. While the County is authorized by section 125.271, Florida Statutes, to fund the costs of emergency medical services through the levy of special assessments, the Board intends to continue funding such services primarily through general fund or other non-assessment revenue sources.

(N) Since emergency medical services will be funded separately, the Fire Protection Cost does not include funding for emergency medical services, and only service calls related to fire incidents at specific property or parcels were included in the cost apportionment to Property

Use Categories in the call data analysis. Calls to non-specific property uses are omitted from the call history for purposes of allocating the Fire Protection Cost.

(O) The apportionment of Fire Protection Assessments on the basis of historic calls for service is a fair and reasonable method for allocating potential demand for fire protection services and facilities and the special benefit conveyed thereby among Assessed Property.

(P) The apportionment method approved and adopted hereunder bears a reasonable relationship to the cost of providing fire protection services and facilities.

(Q) It is fair and reasonable to impose Fire Protection Assessments upon Assessed Property, apportioned in the manner set forth in Section 3.03 hereof, to fund the Fire Protection Cost.

(R) Each parcel of Assessed Property will be benefitted by the provision of fire protection services, facilities and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

(S) The Fire Protection Assessment imposed pursuant to this Resolution is imposed solely by the Board, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector hereunder shall be construed as ministerial.

ARTICLE II NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION COST.

(A) The estimated Fire Protection Cost for Fiscal Year 2024-25 is \$1,677,500 which shall be the basis for calculating the Fire Protection Assessments imposed hereunder. The balance of any costs incurred by the County in providing fire protection services for such Fiscal Year shall be paid by other legally available revenues of the County.

(B) The Fire Protection Assessment rates established in this Initial Assessment Resolution shall be applied by the Assessment Coordinator in the preparation of the preliminary Fire Protection Assessment Roll as provided in Section 2.02 of this Initial Assessment Resolution.

SECTION 2.02. FIRE PROTECTION ASSESSMENT ROLL. The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, a preliminary Fire Protection Assessment Roll for Fiscal Year 2024-25. The Fire Protection Assessment Roll shall include all Assessed Property within the County. The Assessment Coordinator shall apportion the estimated Fire Protection Cost to be recovered through Fire Protection Assessments in the manner set forth in this Initial Assessment Resolution. A copy of this Initial Assessment Resolution and the

preliminary Fire Protection Assessment Roll shall be maintained on file in the office of the County Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Fire Protection Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING.

(A) There is hereby established a public hearing to be held at 6:30 p.m. on September 5, 2024, in Commission Chambers, 945 North Temple Avenue Starke, Florida 32091, at which time the Board will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider adoption of the Final Assessment Resolution imposing Fire Protection Assessments for Fiscal Year 2024-25.

(B) The Final Assessment Resolution shall:

(1) Confirm, modify or repeal this Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Board;

(2) Establish the amount or rate of the Assessment for each Property Use Category for Fiscal Year 2024-25;

(3) Establish the maximum amount or rate of the Assessment for each Property Use Category for subsequent Fiscal Years;

(4) Approve the Assessment Roll, with such amendments as it deems just and right; and

(5) Confirm the method of collecting the Assessments.

(C) Assessments shall be imposed against property included on the Assessment Roll computed in accordance with this Initial Assessment Resolution and the Final Assessment Resolution.

SECTION 2.04. NOTICE BY PUBLICATION. The Board hereby authorizes and directs the Assessment Coordinator to publish notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in the Uniform Assessment Collection Act. The notice shall be published no later than August 15, 2024, in substantially the form attached hereto as Appendix A with such changes as may be approved by the Assessment Coordinator; provided, however, that any such changes shall be consistent with the requirements of the Uniform Assessment Collection Act.

SECTION 2.05. NOTICE BY MAIL. The Board hereby authorizes and directs the Assessment Coordinator to provide mailed notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in the Uniform Assessment Collection Act. The notice shall be mailed no later than August 15, 2024, in substantially the form attached hereto as Appendix B with such changes as may be approved by the Assessment Coordinator; provided, however, that any such changes shall be consistent with the requirements of the Uniform Assessment Collection Act.

**ARTICLE III
ASSESSMENTS**

SECTION 3.01. ASSESSMENT AREA. The Fire Protection Assessments are to be imposed throughout the entire area of the MSBU, the boundaries of which include all of the unincorporated area of the County. The assessment area and MSBU may include incorporated areas, subject to consent by ordinance of the affected municipality as required by section 125.01(1)(q), Florida Statutes.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against real property located within the MSBU, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien against Assessed Property, equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims until paid. The lien shall be deemed perfected upon adoption of the Final Assessment Resolution.

SECTION 3.03. APPORTIONMENT METHOD.

(A) The Assessment Report, a copy of which is on file in the office of the County Manager, is hereby approved and incorporated herein by reference. The apportionment method described therein based upon demand and historic calls for service is fair and reasonable and is hereby approved and adopted as the methodology for apportioning the costs, benefits and burdens associated with the provision of fire protection services and facilities by the County.

(B) A Demand Percentage is determined for each Property Use Category by calculating the percentage of calls that went to each Property Use Category during the three-year sampling period undertaken by Stantec.

(C) The Demand Percentage for each Property Use Category is applied to the Fire Protection Cost and the resulting product is the cost allocation of that portion of the Fire Protection Cost allocated to each individual Property Use Category.

(D) Apportionment among Tax Parcels of that portion of the Fire Protection Assessed

Costs allocated to each Property Use Category shall be consistent with the following terms:

(1) The Fire Protection Assessment for each Residential Parcel shall be computed by dividing that portion of the Fire Protection Cost allocated to Residential Parcels by the total number of Dwelling Units, and then multiplying the result by the total number of Dwelling Units located on the Residential Parcel.

(2) The Fire Protection Assessment for Non-Residential Parcels shall be computed by dividing that portion of the Fire Protection Cost allocated to Non-Residential Parcels by the total square footage of all Buildings, and then multiplying the number of square feet of all Buildings on each parcel by the rate of Assessment for Non-Residential Parcels.

(3) The following table describes the Property Use Categories, Demand Percentages, assessment allocation per category, Assessment Units and the estimated rate schedule for the Fire Protection Assessments for Fiscal Year 2024-25:

<i>Assessment Rates for Fiscal Year 2024-25</i>					
<i>Property Use Category</i>	<i>Demand Percentage (% of calls)</i>	<i>Assessment Allocation</i>	<i>Allocated Units</i>	<i>Assessment Unit</i>	<i>Assessment per Unit</i>
Residential Parcels	73.8%	\$1,459,715	8,729	Dwelling Unit	\$167.00
Non-Residential Parcels	15.7%	\$311,683	2,797,000	Square Foot	\$0.11
Vacant	10.5%	\$207,788.50	4,451	Per parcel	\$46.50

(4) Except as provided in Section 3.10 hereof, for Fiscal Years commencing October 1, 2025 and thereafter, the assessment rates set forth above may be increased from year to the next by not more than 4% per year.

(5) The rates set forth above include costs and expenses incurred in annual administration and collection of the Fire Protection Assessments.

(6) The Fire Protection Assessment for Tax Parcels comprising mobile home parks, if any now or in the future, shall be determined by multiplying the number of lots or spaces are offered for rent or lease for the placement of mobile homes for residential purposes by the rate of Assessment for the residential use category

(7) Section 166.223, Florida Statutes, provides that special assessments imposed against a Recreational Vehicle Park regulated under Chapter 513 shall not be based on the assertion that such park is comprised of residential units. Accordingly, the Fire Protection Assessment for each Tax Parcel comprising a Recreational Vehicle Park regulated under Chapter

513, Florida Statutes, shall be computed as follows: (number of Recreational Vehicle spaces) x (500 square feet) x (rate of Assessment for the Non-Residential Use Category)

(8) The Assessment Coordinator and consultants engaged to assist with the Fire Protection Assessment program have relied on information reported by the Florida Department of Health with respect to the classification of Tax Parcels as Mobile Home Parks or Recreational Vehicle Parks, as well as the number of Mobile Home spaces and Recreational Vehicle spaces found in each.

(9) Such reliance is fair, reasonable and cost efficient in that it avoids the extraordinary expenses otherwise associated with County staff and consultants conducting on-site cataloguing of the composition of each Mobile Home Park, Recreational Vehicle Park, and the individual spaces in each. In recognition that the composition of such parcels may change over time, the Assessment Coordinator shall be authorized to revise the classification of space usage in such parks based on site visit or other confirmation.

(10) The Fire Protection Assessments for Tax Parcels classified in two or more Property Use Categories shall be the sum of the Fire Protection Assessments computed for each Property Use Category.

(F) In the event of conflict between the Assessment Report and the description of the apportionment methodology set forth in this Section, the provisions of the Assessment Report shall control.

(G) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Fire Protection Assessments shall be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection related services, facilities and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for Fiscal Year 2024-25 and each Fiscal Year thereafter shall be collected pursuant to the tax bill collection method as authorized by the Uniform Assessment Collection Act, unless otherwise determined by the Board.

SECTION 3.06. EXCLUDED PARCELS; EXEMPTIONS.

(A) Certain Tax Parcels do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore shall not be subject to the Fire Protection Assessments contemplated hereunder. Such excluded parcels

include the following as indicated by the property usage codes applied by the Property Appraiser or as otherwise determined by the Assessment Coordinator through visual inspection:

- (1) Rights of way.
- (2) Rivers/lakes.
- (3) Wasteland/dump.

(B) The foregoing classifications of properties are reasonably determined to be inappropriate, infeasible or impracticable to assess, benefit marginally or create a lesser or nominal demand or burden on the costs associated with providing fire protection services and facilities, and do not merit the expenditure of public funds to impose or collect the Fire Protection Assessments.

(C) Government Property provides facilities and uses to the community, local constituents and the public in general that serve a legitimate public purpose and provide a public benefit, and is therefore exempt from the Fire Protection Assessments contemplated hereunder; provided, however, that Government Property leased for private use shall not be exempt from the Fire Protection Assessments.

(D) In accordance with Section 125.01(1)(r), Florida Statutes, the County may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under Section 193.461, Florida Statutes, with the exception of residential structures. The Assessment Coordinator shall ensure compliance with this requirement in preparing the Assessment Roll.

(E) Institutional Property provides facilities and uses to the ownership, occupants, membership as well as public in general that otherwise might be required to be provided by the County and such use thereof serves a legitimate public purpose and provides a public benefit. Therefore, it is fair and reasonable not to impose Fire Protection Assessments upon Tax Parcels comprising Institutional Property.

(F) Tax Parcels which qualify for the ad valorem tax exemption provided for in Section 196.081, Florida Statutes, for permanently and totally disabled veterans shall be exempt from the Fire Protection Assessments.

(G) The County hereby approves an economic hardship exemption for the Fire Protection Assessments for owners of Tax Parcels whose household income is at or below federal poverty guidelines. The current guidelines in effect for 2024 are included in Appendix C. Eligible property owners shall be required to submit an application for the hardship exemption to the City Manager's office, in the form attached hereto as Appendix D. In the event a hardship exemption is granted prior to certification and delivery of the Assessment Roll to the Tax Collector, the County Manager is authorized to remove the Fire Protection Assessment for the exempted Tax Parcel from the Assessment Roll prior to certification. For hardship exemptions

granted after certification and delivery of the Assessment Roll, the County Manager is authorized to facilitate a refund of the amount of the Fire Protection Assessment paid by the applicant, upon presentation by the applicant of proof of payment.

(H) Using legally available funds other than the proceeds of the Fire Protection Assessments, the County shall fund or contribute an amount equal to the exemptions approved herein. Notwithstanding anything herein to the contrary, the Board reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels which receive an exemption hereunder to the extent permitted or required by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07. EFFECT OF ASSESSMENT RESOLUTIONS. The adoption of this Initial Assessment Resolution and the Final Assessment Resolution called for in Section 2.03 hereof after notice and opportunity to be heard for affected property owners shall be the final adjudication of the issues presented (including, but not limited to determination, calculation and amount of the Assessments, the costs or components and any apportionment thereof used in determining the amount of the Assessments, the adoption of the Assessment Roll, the levy and lien of the Assessments and the collection method), unless proper steps are initiated in a court of competent jurisdiction secure relief within twenty (20) days from the date of the Board's adoption of the final assessment resolution.

SECTION 3.08. REVISION TO ASSESSMENTS; PROCEDURAL IRREGULARITIES; AND CORRECTION OF ERRORS.

(A) If any Assessment made under the provisions of this Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, or if the Board has omitted the inclusion of any property on the assessment roll which property should have been so included, the Board may take all necessary steps to impose a new assessment against any property similarly situated, following as nearly as may be practicable, the provisions of this Resolution, and in case such second assessment is annulled, the Board may levy and impose other assessments until a valid assessment is imposed.

(B) Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provision of this Resolution or any resolution of the Board shall not affect the validity of same after approval thereof, and any assessment as finally approved shall be competent and sufficient evidence that such assessment was duly levied, that the assessment was duly made and adopted and that all proceedings related to such assessment were duly had, taken and performed as required by law and this Resolution; and, no variance from the directions hereunder or any other statutory provisions shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

(C) No act, error or omission on the part of the Board, any County official, employee or agent, the Property Appraiser or Tax Collector, or their deputies or employees, shall operate to release or discharge any obligation for payment of any Assessments authorized or imposed by the Board hereunder.

(D) The Assessment Coordinator shall have the authority, at any time, upon her or his own initiative or in response to a petition from the owner of any Tax Parcel subject to a Fire Protection Assessment, to reclassify Tax Parcels or correct or revise the number of Assessment Units attributed to Tax Parcels, based upon presentation of competent and substantial evidence (which may include Property Appraiser data, site inspection, aerial photographs, etc.), and correct any error in applying the apportionment method approved herein to any particular Tax Parcel not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such revision shall be considered valid ab initio and shall in no way affect the enforcement of the Fire Protection Assessment imposed hereunder. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the Assessment Coordinator and not the Property Appraiser or Tax Collector. Any such revision or correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner at the address shown on the real property ad valorem tax roll maintained by Property Appraiser for the purpose of levying collection of ad valorem taxes, notifying the owner of the date, time and place that the Board will consider confirming the correction and offering the owner an opportunity to be heard. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Fire Protection Assessment imposed by the County.

(E) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

SECTION 3.09. INTERIM ASSESSMENTS. An interim Fire Protection Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Final Assessment Resolution. The amount of the interim Fire Protection Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Final Assessment Resolution for the Fiscal Year for which the interim Fire Protection Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. No Certificate of Occupancy shall be issued until full payment of the interim Fire Protection Assessment is received by the County. Issuance of the Certificate of Occupancy without the payment in full of the interim Fire Protection Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Fire Protection Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act or by any other method authorized by law. Any interim Fire Protection Assessment shall be deemed due and

payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

SECTION 3.10. ANNUAL ADMINISTRATION. The Board may adopt a Final Assessment Resolution for each Fiscal Year after Fiscal Year 2024-25 which approves the Assessment Roll for such Fiscal Year and directs certification of the roll to the Tax Collector in accordance with the Uniform Assessment Collection Act. For Fire Protection Assessments imposed after Fiscal Year 2024-25, if (1) the proposed Assessment rate applied to any parcel of property exceeds the maximum annual Assessment rate approved by the Final Assessment Resolution, (ii) the proposed Assessment rate exceeds the maximum assessment rate described in the mailed notice provided pursuant to Section 2.05 hereof, (iii) an Assessment is imposed against property not previously subject thereto and the owner thereof has not provided written consent for the Assessment, or (iv) the method of apportionment is revised or modified resulting in an increased Assessment from that described in the notice provided pursuant to Section 2.05 hereof, the Board shall provide notice to the owner of such property of the time, date and place of a public hearing to consider imposition of the Assessment against such property and adoption of the Final Assessment Resolution for such Fiscal Year. Such notice shall substantially conform to the requirements set forth in Sections 2.04 and 2.05 hereof. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Fire Protection Assessment imposed by the County.

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**ARTICLE IV
GENERAL PROVISIONS**

SECTION 4.01. AUTHORIZATIONS. The Chair and any member of the Board, the County Manager, the County Attorney and such other officials, employees or agents of the County as may be designated by the County Manager are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the County that are necessary or desirable in connection with the imposition and collection of the Fire Protection Assessments contemplated hereunder, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 4.02. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.03. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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SECTION 4.04. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

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

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, as its Chair

ATTEST:

By: DENNY THOMPSON, as Clerk to the Board

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To be published on or before _____, 2024.

BRADFORD COUNTY, FLORIDA
NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF
NON-AD VALOREM SPECIAL ASSESSMENTS
TO FUND FIRE PROTECTION SERVICES AND FACILITIES

[Insert map of MSBU]

The Board of County Commissioners (the "Board") of Bradford County, Florida (the "County") is considering the levy of annual non-ad valorem special assessments to fund the costs incurred by the County each year in providing fire protection services and facilities. The special assessments would be imposed with the "municipal service benefit unit" depicted on the enclosed map which generally includes all of the unincorporated area of the County, plus the incorporated area of [list cities which have opted in]. The City of Starke is not included in the proposed assessment program. The fire assessment, if adopted by the Board, would be imposed to fund fire services for the County's fiscal year which begins October 1, 2024 (Fiscal Year 2024-25").

Notice is hereby given that the Board will conduct a public hearing to consider adoption of an Final Assessment Resolution related to the provision and funding of fire protection services and facilities. The Final Assessment Resolution will approve the fire assessment rates for Fiscal Year 2024-25 and collection of the assessments pursuant to the tax bill collection method for such fiscal year and each fiscal year thereafter. The assessment is an annual assessment that will continue from year to year. The hearing will be held at 6:30 p.m., or as soon thereafter as may be heard, on September 5, 2024 in the Commission Chambers, 945 North Temple Avenue Starke, Florida 32091. All affected property owners have a right to appear at the hearing and be heard with respect to the proposed fire assessment and to file written objections with the Board within twenty (20) days of this notice.

The assessments will fund a portion of the costs incurred each year in providing fire protection services and facilities throughout the MSBU. The assessment for each parcel of property will be based upon a calls for service methodology wherein costs associated with fire protection services and facilities are allocated among different types of property according to historic fire incident reports and call data. For Fiscal Year 2024-25, the assessments will be imposed against residential property on a "per dwelling unit" basis at a proposed rate of \$_____ per dwelling unit, against non-residential (commercial) property based on the square footage of all structures located on each parcel at a proposed rate of \$___ per square foot, and against vacant, undeveloped parcels at the rate of \$___ per parcel. Properties owned by government entities, churches and non-profits would be exempt from the fire assessments. Agricultural property will not be assessed unless the property contains a residential dwelling unit, in which case it will be assessed on a per dwelling unit basis at the rate specified above. For future years following Fiscal Year 2024-25, the rate of assessment may be increased by up to 4% per year without further notice.

The fire protection assessment will be collected on the County's behalf by the Bradford County Tax Collector pursuant to the tax bill collection method authorized by Section 197.3632, Florida Statutes, commencing in November, 2024, and include collection costs incurred by the County and have been adjusted as necessary to account for the statutory early payment discounts which apply when collecting the assessments annually on the same bill as property taxes. The fire assessments will be imposed solely by the County and not by the Tax Collector or Property Appraiser. Any questions concerning the fire assessments should be directed to the County Manager's office at (904) 966-6327.

A more specific description of the fire protection services and facilities and the method of computing the assessment for each parcel of property are set forth in Resolution No. 2024-_____ (the "Initial Assessment Resolution") adopted by the Board on _____, 2024. Copies of the Initial Assessment Resolution and the preliminary Fire Protection Assessment Roll are available for inspection at the office of the County Manager, located at 945 North Temple Ave, Starke, FL 32091.

If a person decides to appeal any decision made by Board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act, persons needing a special accommodation of an interpreter to participate in these proceedings should contact the County Manager at (904) 966-6327, at least 48 hours prior to the time of the hearing.

APPENDIX B

FORM OF NOTICE TO BE MAILED

BRADFORD COUNTY, FLORIDA

_____, 2024

[Property Owner Name - Col. B]
[Address 1 - Col. C]
[Address 2 - Col. D]
[Address 3 - Col. E]
[County - Col. F], [State - Col. G] [Zip - Col. H] [Country - Col. I]

Re: Tax Parcel Number [Col. A]

Dear Bradford County Property Owner:

The Board of County Commissioners (the "Board") of Bradford County, Florida (the "County") is considering the levy of annual non-ad valorem special assessments to fund the costs incurred by the County each year in providing fire protection services and facilities. The special assessments would be imposed with the proposed "Bradford County Municipal Service Benefit Unit" which generally includes all of the unincorporated area of the County, plus the incorporated area of [*list cities which have opted in*]. The City of Starke is not included in the proposed assessment program. The fire assessment, if adopted by the Board, would be imposed to fund fire services for the County's fiscal year which begins October 1, 2024 (Fiscal Year 2024-25).

Notice is hereby given that the Board will conduct a public hearing to consider adoption of an Final Assessment Resolution related to the provision and funding of fire protection services and facilities. The Final Assessment Resolution will approve the fire assessment rates for Fiscal Year 2024-25. The assessment is an annual assessment that will continue from year to year. The hearing will be held at 6:30 p.m., or as soon thereafter as may be heard, on September 5, 2024 in the Commission Chambers, 945 North Temple Avenue Starke, Florida 32091. All affected property owners have a right to appear at the hearing and be heard with respect to the proposed fire assessment and to file written objections with the Board within twenty (20) days of this notice.

The assessments will fund a portion of the costs incurred each year in providing fire protection services and facilities throughout the MSBU. The assessment for each parcel of property will be based upon a calls for service methodology wherein costs associated with fire protection services and facilities are allocated among different types of property according to historic fire incident reports and call data. For Fiscal Year 2024-25, the assessments will be imposed against residential property on a "per dwelling unit" basis at a proposed rate of \$_____ per dwelling unit, against non-residential (commercial) property based on the square footage of all structures located on each parcel at a proposed rate of \$___ per square foot, and against vacant, undeveloped parcels at the rate of \$___ per parcel. Properties owned by government entities, churches and non-profits would be exempt from the fire assessments. Agricultural property will not be assessed unless the property contains a residential dwelling unit, in which case it will be assessed on a per dwelling unit basis at the rate specified above.

A more specific description of the fire protection services and facilities and the method of computing the assessment for each parcel of property are set forth in Resolution No. 2024-__ (the "Initial Assessment Resolution") adopted by the Board on _____, 2024. It is estimated that the County will collect approximately \$_____ from the fire protection assessments for Fiscal Year 2024-25. Information concerning the amount of the fire protection

assessment proposed for the above-referenced parcel is included below.

The proposed fire protection assessment is an annual assessment which will continue from year to year. The fire protection assessment will be collected on the County's behalf by the Bradford County Tax Collector pursuant to the tax bill collection method authorized by Section 197.3632, Florida Statutes, commencing in November, 2024, and will collection costs incurred by the County and have been adjusted to account for the statutory early payment discounts which apply when collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. The fire assessments will be imposed solely by the County and not by the Tax Collector or Property Appraiser. Any questions concerning the fire assessments should be directed to the County Manager's office at (904) 966-6327.

If a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act, persons needing a special accommodation of an interpreter to participate in these proceedings should contact the County Manager at (904) 966-6327, at least 48 hours prior to the time of the hearing.

Copies of the Initial Assessment Resolution and the preliminary Fire Protection Assessment Roll are available for inspection at the office of the County Manager, located at 945 North Temple Ave, Starke, FL 32091.

*******DO NOT SEND PAYMENT NOW - THIS IS NOT A BILL*******

Parcel Number: [Col. A]
[Parcel House No. - Col. J] [Parcel Street - Col. K] [Parcel Street 2 - Col. L] [Parcel Street 3 - Col. M], [Parcel Unit - Col. N], [Parcel City - Col. O] [Parcel Zip - Col. P],

Assessment for this Parcel:

Assessment Type	Unit Type	Rate per Unit	Parcel Units	FY 2024-25 Assessment
Residential	Per Dwelling Unit	[Col. W]	[Col. R]	[Col. AB]
Non-Residential	Per Square Foot	[Col. Z]	[Col. U]	[Col. AE]
Vacant	Per Parcel			

The total FY 2024-25 annual fire protection assessment for the above parcel is: \$[Col. AG]

For future years following Fiscal Year 2024-25, the rate of assessment may be increased by up to 4% per year without further notice.

If there is a mistake in this notice, it will be corrected. If you feel there is a mistake in this notice or if you have any questions, please contact the Fire Marshal's office at (904) 966-6228.

APPENDIX C

2024 FEDERAL POVERTY GUIDELINES

2024 Poverty Guidelines: Effective January 17, 2024	
Persons in family/household	Poverty Guideline
1	\$15,060
2	\$20,440
3	\$25,820
4	\$31,200
5	\$36,580
6	\$41,960
7	\$47,340
8	\$52,720
For families/households with more than 8 persons, add \$5,380 for each additional person	

*Source: <https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines>

APPENDIX D

APPLICATION FOR THE HARDSHIP EXEMPTION



**FIRE ASSESSMENT FINANCIAL HARDSHIP EXEMPTION APPLICATION
2025**

Income Certification Form

<u>Name of Property Owner/Applicant:</u>	
<u>Parcel Number</u>	
<u>Age & Date of Birth:</u>	
<u>Street Address of Property to Exempt</u>	
<u>City, State & Zip:</u>	
<u>Mailing Address:</u>	
<u>City, State & Zip:</u>	
<u>Date of Death:</u>	

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

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
Total: \$			



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 exemption from the Bradford County Fire Assessment. 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 an exemption from the Bradford County Fire Assessment 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

Notary Stamp

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE:

August 6, 2024

AGENDA ITEM

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA OPPOSING THE PRO-ABORTION AMENDMENT TO FLORIDA CONSTITUTION.

DEPARTMENT:

BoCC

PURPOSE:

A resolution to condemn the upcoming public vote of Amendment 4 that will be put to Florida voters in on the November ballot.

RESOLUTION 2024 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA OPPOSING THE PRO-ABORTION AMENDMENT TO FLORIDA CONSTITUTION.

WHEREAS, a network of pro-abortion organizations including Planned Parenthood and the ACLU have spent millions and deceived thousands to garner the required number of petition signatures to place a pro-abortion constitutional amendment, titled “Amendment to Limit Government Interference with Abortion,” on the November 2024 statewide ballot; and

WHEREAS, on April 1st the Florida Supreme Court approved the language of the proposed abortion amendment placing it on the 2024 ballot to be voted upon by Florida voters; and

WHEREAS, this abortion amendment to enshrine abortion on demand in the Florida Constitution would bypass the legislative process, thus removing the constitutional delegated power of the legislature in their duty to enact laws criminalizing equally the murder of pre-born humans as already exist for post-born humans in Florida law, while preventing the executive branch of our state government from carrying out such laws as to safeguard the lives of pre-born humans in our state; and

WHEREAS, this iniquitous amendment would remove the possibility of prosecuting and holding accountable those that seek to shed innocent blood; and

WHEREAS, the wording of this proposed Pro-Abortion Amendment such as “age of viability” concerning pre-born humans and “health of the mother” is ambiguous and misleading as a means to intentionally codify abortion on demand from fertilization to the moment of birth as a constitutional right.

NOW THEREFORE, BE IT RESOLVED, that the Bradford County Commission strongly condemns this misleading and Pro-Abortion Amendment, thereby encouraging all Bradford County voters to oppose it by voting no on Amendment 4.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting this 6th day of August 2024.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUTNY, FLORIDA

By: CAROLYN SPOONER, as its
Chairwoman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ROB BRADLEY, as
County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Contract Agreement with Roadway Management Technologies

DEPARTMENT: Public Works/Road Department

PURPOSE: Hardware and Software to proactively and consistently provide the level of roadway deterioration throughout the county.

- Included in this packet are the contract for signature, including costs in Attachment A of the contract; Proposal for Bradford County; Reference Letters; Piggyback memo and reference material from Dunedin, Florida.

ASSOCIATED COST(S): \$50,000 – Cost breakout on Attachment A (Page 17) of contract.

BUDGET LINE (G/L #): Gas Tax



ROADWAY MANAGEMENT TECHNOLOGIES

PO BOX 678325

Orlando, FL 32867

(501) 551-0780 | ROADMANTECH.COM

CONTRACT AGREEMENT

This Contract Agreement (“Agreement”) is made and entered into on this **12th** day of **July 2024**, by and between Roadway Management Technologies, LLC, an Arkansas limited liability company (“RMT”), and **Bradford County**, a duly constituted political subdivision of the state of **Florida** (“Agency”).

1. Subscription Period. This Agreement is effective from **August 1, 2024** (“Effective Date”) until 11pm CST, **July 31, 2028** (such period, the “Initial Term”). This Agreement shall automatically renew for an additional period of one (1) year (each such additional period a “Renewal Term;” the Renewal Terms collectively along with the Initial Term, the “Term”), unless either party hereto provides notice of cancellation in writing to the other party at least thirty (30) days prior to the end of the then-current Term. Any prorated period identified in this agreement will be in addition to the subscription period identified above and detailed by year in Attachment B. If a prorated period is listed in Attachment B, the customer shall not be able to cancel this agreement until the first-year subscription period listed in Attachment B has been fulfilled.

2. Usage

a. Use Rights. During the Term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable license to permit Agency's Users (as defined below) to use hardware, support, and documentation provided by RMT (together referred to as “Licensed Materials”) as well as RMT’s online software and services (together referred to as “Software”) for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT’s form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

b. License and Use Restrictions. Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the Licensed Material or Software; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party or otherwise use the Licensed Material or Software for the benefit of any third party; or (iv) remove



any proprietary notices or labels from the Licensed Materials or Software, nor shall Agency attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Agency or any of Agency's Users relating to the Licensed Material and Software.

c. Agency Responsibility. Agency is solely responsible for the content of communications transmitted by Agency using the Software, and shall defend, indemnify, and hold harmless RMT from and against all damages, losses, liabilities, settlements, expenses, and costs (including reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of this Section 2 or otherwise from Agency's use of the Licensed Materials or Software. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency's authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs.

d. Data. *Subject to applicable Florida Public Records Laws*, all data collected by Licensed Material and Software is owned by RMT and is to be strictly held as confidential without the prior written consent of RMT. RMT may delete and destroy all copies of data once the Agreement is terminated with or without default. Agency has the option to receive a backup of data prior to deletion. RMT will provide this backup at cost plus a \$1,000 fee, paid for by Agency.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to RMT. Any modification to the Software performed by the Agency directly or indirectly extending the current capabilities shall be the property of RMT and all copyrights and other rights are hereby assigned to RMT.

e. System Administrator; User Access. Agency shall designate one or more system administrators ("System Administrators"). System Administrators shall be responsible for managing access to the Licensed Materials and Software by designated Agency personnel ("Users"), including



adding and subtracting Users, resetting passwords, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or username. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.

The System Administrator is the first point of contact for any administrative issues Users may experience within the system. If the System Administrator is unsuccessful in correcting the issue the System Administrator needs to contact RMT for assistance.

f. Security. Agency is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's usernames have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or usernames. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

3. Termination

a. General - If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice (email or otherwise), (i) the other party may, in addition to any other remedies it may have, suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, in addition to any other remedies it may have, at its option, terminate or suspend access to or usage of the Licensed Materials and Software with or without any notice. This Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. Additionally, either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.



b. Non-Appropriation - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

c. Survival – All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warrant disclaimers and limitations of liability.

4. Billing and Payment

a. Agency shall pay to RMT a subscription fee (“Subscription Fee”) for the Initial Term in the amount entered and agreed to pursuant to the Pricing Sheet (attached hereto as Attachment B).

b. The Subscription Fee for each Renewal Term shall be due to RMT on the first business day of each such Renewal Term annotated on the Pricing Sheet (attached hereto as Attachment B).

c. The Subscription Fee will not increase in price throughout the term of this Agreement unless there is an increase in the number of units, or the scope of services requested by Agency.

d. Products and services appearing on the Pricing Sheet (attached hereto as Attachment B), other than the Subscription Fee, will not increase in price by more than 25% upon renewal of this Agreement.

e. The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

f. Any additional payment terms between parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

g. Unpaid amounts and late payments are subject to a finance charge based on the Florida CFO rate (F.S. §55.03(1)) for any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. At RMT’s discretion, this Agreement and access to and usage of the Licensed Materials and Software may be terminated if payments are not received within the terms, after serving a fourteen (14) day notice via email or fax.



h. Initial invoice will be sent to Agency 60 days prior to installation. Payment is required in full prior to installation. If desired, Agency may request invoice at any time prior to the 60-day installation timeline to process payment sooner.

i. If Agency believes that RMT has billed Agency incorrectly, Agency must contact RMT no later than 60 days after the closing date on the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

j. In the event RMT is required to dispatch service personnel to repair devices after initial install, and it is determined the required repair is due to Agency changing programmed information (SSID and password), Agency shall be subject to a \$3,000 service fee to cover travel expenses, parts, and labor required to complete the repairs.

5. Services

a. Passive Road Surveying

- i. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles.
 - 1. Vehicles will be pre-determined collectively by RMT and Agency.
 - 2. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in approximately 30 minutes once installer is sufficiently trained.
 - A. If Agency has no Mechanic on staff, RMT will send their field installer or work with a local shop for replacement installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.
- ii. RMT will need access to an existing internet signal but will not and cannot obtain any information regarding data sent through internet signal.
 - 1. Agency shall make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
 - 2. At Agency's request, RMT will install routers, signal extenders, or access points to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed. If RMT performs the installation Agency is financially



responsible for routers, signal extenders, or access points once installed.

- A. Installation of internet hardware will be done under supervision of Agency Administration.
- iii. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
- iv. When vehicles are parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.
- v. Information regarding road quality (as compared to other roads in Agency) will be overlaid on a map interface available through RMT's website login portal.
 - 1. Information may be filtered to show the worst/best roads in Agency.
 - 2. Street view images of network roads can be viewed via map.
 - A. Camera images are updated each time a vehicle travels a road (in increments of 30 days).

6. Agency Responsibilities

a. Onboarding

- i. A successful onboarding experience requires effective communication. As such, Agency shall identify a primary and alternate point of contact to RMT. That point of contact will be RMT's touchpoint for communicating all onboarding requirements and milestones. Attachment C contains a list of items by priority which are required for onboarding new customers. Installation dates will be agreed upon once Agency has provided all information contained in Attachment C.
- ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting where Attachment C will be reviewed in detail. Weekly sync meetings will be required to assist with training, ensure milestones are met, and schedule equipment installation. Once installation is complete, RMT and the customer will agree on a cadence of meetings to ensure successful implementation of RMT's platform across the customer's staff. Milestones for each meeting are described below.
 - 1. Initial Onboarding Kickoff Meeting:
 - A. Introduction and exchange of contact information.
 - B. RMT will outline the onboarding process.

- C. Agency will be provided templates to populate their Agency specific data with a suspense date (Users list, vehicle information, WiFi info, etc.).
- D. Vehicle installation dates will be discussed (primary and alternate).
- 2. Weekly Meetings Throughout Onboarding (topics not all inclusive and dependent on onboard status):
 - A. Confirm vehicle installation dates.
 - B. Confirm WiFi information (see paragraph 6.b.).
 - C. Confirm successful User access through log in data.
 - D. Review RMT platform and discuss any issues Agency may have.
 - E. Confirm all hardware has been installed and working properly.
 - F. Introduce RMT's Customer Service/Maintenance Account Executive who will handle all future interactions for the life of the contract.

b. WiFi

- i. Agency shall provide RMT with internet service details, to include username and password. This information is preloaded into the RoadRunner hardware that will be installed on Agency vehicles. Please note, our systems do not support WPA3.
- ii. Agency shall ensure WiFi signal is strong enough to reach area where RoadRunner enabled vehicles are parked to ensure successful upload of data each evening.
 - 1. If RoadRunner enabled vehicles are parked in multiple areas each area must have the same internet service details. Different internet service details (username and password) will adversely affect the RoadRunner system from uploading properly.
- iii. Agency shall notify RMT prior to any changes made to internet service (new service provider, password changes, router upgrades, etc.). Changes of this nature will disable the RoadRunner systems' ability to connect to the WiFi and upload data.
 - 1. In the event these changes occur, RMT will need to reprogram each RoadRunner system and a service charge will be applied to Agency account during next billing cycle.



Note: Installation will not occur until payment, WiFi information, and fleet lists are received.

c. Sell, Auction, Junked Vehicle with RMT Hardware/Devices

- i. Agency shall remove all RMT hardware/devices (RoadRunner, Fleet Management Devices, etc.) from Agency vehicles prior to selling, auctioning, wrecked/junked, etc., and return those items to RMT.
 - 1. In the event RMT hardware/devices are not returned Agency will be charged the following per device:
 - A. RoadRunner system: \$1,500 per device
 - B. Fleet Management system: \$1,000 per device

d. iPads / Field Tablets

- i. Agencies can purchase iPads outright in their initial customer agreement or anytime thereafter. If an iPad is damaged or lost Agency is responsible for full replacement costs.
 - 1. Agency's primary or alternate point of contact shall inform RMT of the damaged item, to include the IMEI and serial #, so RMT can facilitate a replacement order. Agency shall return damaged item to RMT via mail post notification. RMT will have replacement item shipped to Agency.

7. Representations, Warranties and Disclaimer

a. General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

b. Compliance with the Laws. Each party represents and warrants that no additional consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this



Agreement, including copyright, privacy, and communications decency laws.

c. Acceptable Use. Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents, covenants and warrants that it will not, directly or indirectly:

(i) use the Licensed Materials or Software in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Licensed Materials or Software;

(ii) violate or tamper with the security of any RMT computer equipment or program.

Although RMT has no obligation to monitor Agency's use of the Licensed Materials or Software, if RMT has reasonable grounds to believe that Agency is utilizing the Licensed Materials or Software for any such illegal or disruptive purpose, RMT may suspend access to or usage of the Licensed Materials or Software immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY RMT. RMT DOES NOT WARRANT THAT USE OF THE LICENSED MATERIALS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; NOT DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MATERIALS AND SOFTWARE ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE AND ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY.

8. Limitation of Liability. Excluding the liability under the section entitled “NO INFRINGEMENT” below, *UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE LICENSED MATERIALS OR SOFTWARE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, INACCURACY OR CORRUPTION OF DATA, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, UNAUTHORIZED ACCESS TO RMT’S RECORDS, PROGRAMS OR SERVICES, OR ANY MATTER BEYOND RMT’S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT’S LIABILITY TO AGENCY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.*

9. Confidential Information

a. Definition. For purposes of this Agreement, “Confidential Information” shall mean information including, without limitation, all RMT data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked “Confidential”, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing party for

disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; and (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

b. Nondisclosure. During the term of this Agreement and for a period of five (5) years thereafter, each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each party agrees to only disclose the other party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

c. Terms of Agreement Confidential. Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other party hereto, except to advisors, investors, and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

d. Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

10. Accessibility/Performance. RMT shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Licensed Materials and Software in a manner which minimizes errors and interruptions with respect to the Licensed Materials and Software. The Licensed Materials and Software shall be available on a continuous basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled maintenance, system back-up or other on-going maintenance as required and scheduled in advance by RMT, (ii) unscheduled emergency maintenance, either by RMT or by third-party providers, or (iii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, outages of third-party connections or utilities, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 11. RMT shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruptions. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to access or use the Licensed Materials and Software if Agency is using excessive computing resources which are impacting the performance of the Licensed Materials or Software for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

11. General Provisions & Force Majeure/Beyond Control

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitutes the entire agreement between the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings related to the subject matter of this Agreement and shall be binding on the parties when accepted by Agency. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be binding upon any party

hereto unless in writing and signed in person or electronically by a person authorized by the relevant party(ies). No provision of any purchase order or other document issued by Agency, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing. It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

b. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to bind the other or otherwise create any obligation or duty, express or implied, on behalf of the other.

c. The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

d. This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Agency without the prior written consent of RMT. Any attempted assignment, subletting or transfer not in compliance with the foregoing shall be void. RMT may transfer and assign any of its rights and obligations under this Agreement without consent.

e. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

f. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

g. All notices provided under this Agreement shall be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) when receipt is electronically confirmed, if transmitted by facsimile or email, (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service, and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

h. This Agreement shall be governed by the laws of Bradford County, Florida without regard to its conflict of laws provisions.

i. No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

j. In the event that either party hereto is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected party or other causes beyond such party's reasonable control (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 3.

k. On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

l. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

12. Public Records Compliance

The inclusion of this statement and provisions below is not intended by the parties to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility or governmental function, or that the Contractor is acting on behalf of the



County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor. The County by contracting with RMT to provide certain Services does not intend for RMT to act on the County's behalf, or for RMT to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that RMT is "acting on behalf of" the County pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the Contractor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

To the extent RMT is deemed to be a "Contractor" for the County pursuant to Section 119.0701(1)(a) of the Florida Statutes (2023), RMT agrees to:

- a. Keep and maintain public records required by the County to perform the Services specified herein.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if RMT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of RMT or keep and maintain public records required by the County to perform the service. If RMT transfers all public records to the County upon



completion of the Agreement, RMT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RMT keeps and maintains public records upon completion of the Agreement, RMT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

If RMT does not comply with a public records request, the County shall enforce the Agreement, which may include immediate termination.

Notwithstanding the foregoing, RMT agrees to maintain the contract documentation (which, for the avoidance of doubt shall include this Agreement, and any ordering documents, invoice or other document which RMT provides (or provides access) to You over the term of this Agreement), and provide copies upon reasonable request.

13. Sovereign Immunity; Limitations of County’s Liability

Notwithstanding any other provision set forth in the Agreement nothing shall be construed as a waiver of the County’s right to sovereign immunity under Section 768.28 of the Florida Statutes. Provided, further any indemnifications given by the County to RMT shall be limited to the amounts set forth in Section 768.28 of the Florida Statutes regarding the County’s liability in tort regardless of whether based in contract, statute, negligence, strict liability, products liability or otherwise. This Section shall survive termination of this Agreement.

Carolyn McCollum SIGN: _____

Candler McCollum NAME: Carolyn Spooner

Chief Executive Officer TITLE: Chairwoman, Bradford County Board of County Commissioners

7/12/2024 DATE: August 6, 2024



ATTACHMENT A

COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT SOFTWARE, AND EQUIPMENT DEVICE PACKAGE

- 1. Annual Software Licenses Total...\$50,000 .00
1. Passive Road Survey Software License...\$50,000.00
2. Annual Maintenance Fee... Included with Software Licenses
3. Hardware Installation Cost... Included with Software Licenses
4. End User Remote Training- total of 24 hours... Included with Software Licenses
5. Tech Support: 7am-6pm CST... Included with Software Licenses
2. Cost of Equipment
1. RoadRunner Road Survey Hardware... Included with Software Licenses
2. Road Imaging Hardware... Included with Software Licenses

Optional Elected Integration Services:

- 1. Additional Devices
(A) *iPad 9th Gen 10.2 inch Tablet with unlimited data...*\$525.00 per unit per year
(B) Additional Add-Ons
i. *Tablet Rugged Case...*\$50 per unit
ii. *Tablet Vehicle Mount...*\$85 per unit
2. Cost of Legacy System Data Migration (40 hrs)... Included with Software Licenses
1. *Additional Integration/Migration...*\$150.00 per hour
3. Custom Development
1. *Custom Development...*\$10,000 per 40 hours
2. *Custom Development: Major Features...*\$30,000 per 160 hours
4. End User Remote Training (24 hrs) ...Included with Software Licenses
1. *Additional On-Site Training...*\$3,200.00 per 16 hour session

NOTE: * = optional Add-On

Total Annual Base Cost (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): \$50,000.00

Add-On Cost (tablets, accessories, additional integration, or training hours): Dependent on Agency Selections

Roadway Management Technologies, LLC
COMPANY

July 12, 2024
DATE

Candler McCollum, Candler McCollum, Member/Chief Executive Officer
AUTHORIZED SIGNATURE, NAME, TITLE



ATTACHMENT B

Roadway Management Technologies, LLC
PO Box 678325, Orlando, FL 32867

Date: 07/12/2024

Pricing Sheet

Bradford County, Florida

945 North Temple Ave
Starke, FL 32091

Table with 4 columns: Service, Price, Qty, Extended Price (Period). Row 1: RMT Passive Road Surveying Software License, \$50,000.00, 1, \$50,000.00. Row 2: TOTAL, [Redacted], [Redacted], \$50,000.00.

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

Hardware Installation Period: Dates will be determined once Agency has provided all information contained in Attachment C.

Subscription Periods: 08/01/24 - 07/31/25 (midnight) Total: \$50,000.00

08/01/25 - 07/31/26 (midnight) Total: \$50,000.00

08/01/26 - 07/31/27 (midnight) Total: \$50,000.00

08/01/27 - 07/31/28 (midnight) Total: \$50,000.00

[Signature] SIGN: _____

Candler McCollum NAME: _____

Chief Executive Officer TITLE: _____

7/12/2024 DATE: _____

 **RMT**
Checklist**01 GIS**

- Centerline File for Roads (Preferred .SHP or .DBF)
- Rest End Point for Asset Layers (if purchasing Work Order Management)

02 Wi-fi

- SSID's and Password's for any available networks that extend to vehicle parking area to ensure successful data uploads

03 Fleet List

- Candidates for RoadRunner devices
 - Ideal Departments: Public Works, Code Enforcement, Street
 - Less Ideal Departments: Police, Parks, Sanitation
- Candidates for Cameras (if applicable)
 - Ideal Departments: Trucks, Vehicles with higher driving position
 - Less Ideal Departments: Cars, Heavy Machinery
- Shop Availability for Hardware Install
 - Address
 - Hours
 - Lift Access – Yes or No

04 User Information

- User List – Anyone who will need access to the system
- Establish primary contacts (Onboarding, Billing, Hardware Install)
- Departments (if purchasing Work Order Management)



RMT

ROADWAY MANAGEMENT TECHNOLOGIES

PREPARED FOR BRADFORD COUNTY, FL

AARON@ROADMANTECH.COM

THE IMPORTANCE OF PAVEMENT PRESERVATION

SYNOPSIS

Bradford County has provided RMT with information regarding their road network, this information includes life cycle expectancy, cost of a mill and over lay of a mile of road, and overall size of the network. With this data RMT builds an analysis that illustrates the overall health of the agency's network and how the network is deteriorating in a linear model. The purpose of this is to show the opportunity cost to the agency of moving towards a preservation-based model. While some Departments are directing funds towards aggressive pavement preservation, they have historically lacked the resources and information necessary to target these preservation efforts effectively and efficiently by evaluating and comparing current, recent, and historical road quality information across their entire network.

By investing in tools that provide real-time road quality information, these departments can ensure that it maximizes its investment in its roads.

BACKGROUND

To maximize the return on an investment in roads, it's important to understand the pavement's rate of deterioration throughout the road's life cycle. Figure 1, below, used by the Federal Highway Administration illustrates the fact that the first 75% of a road's lifespan accounts for the first 40% drop in its quality. Around this point in their life cycle, a road experiences accelerated degradation, where costly rehabilitation and reconstruction are required.

By consistently monitoring and comparing pavement and concrete conditions and degradation rates over time, it becomes possible to make the most informed decisions for applying the right treatments on the right roads at the right time, restoring the most life to a road network year after year.

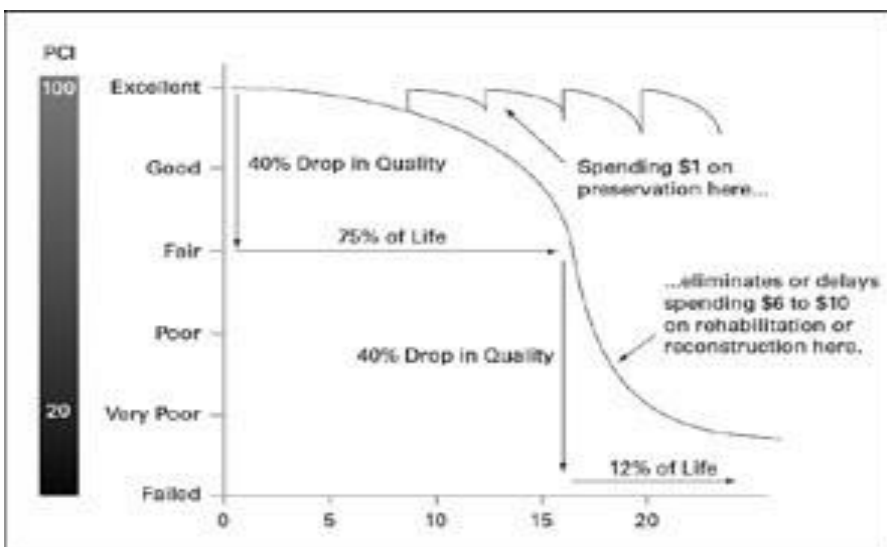


Figure 1. The goal of preservation is to keep good roads in good shape where maintenance costs are low, as opposed to neglecting them until the cost of repair skyrockets.

Studies by the Federal Highway Administration have shown that adopting a preventative, preservation-based roadway maintenance strategy can increase budget efficiency by over 180%, while increasing the overall quality of your network annually. This means that taxpayers benefit from smoother, safer roads, and roads spend more time above the complaint line, as shown in Figure 2 below.

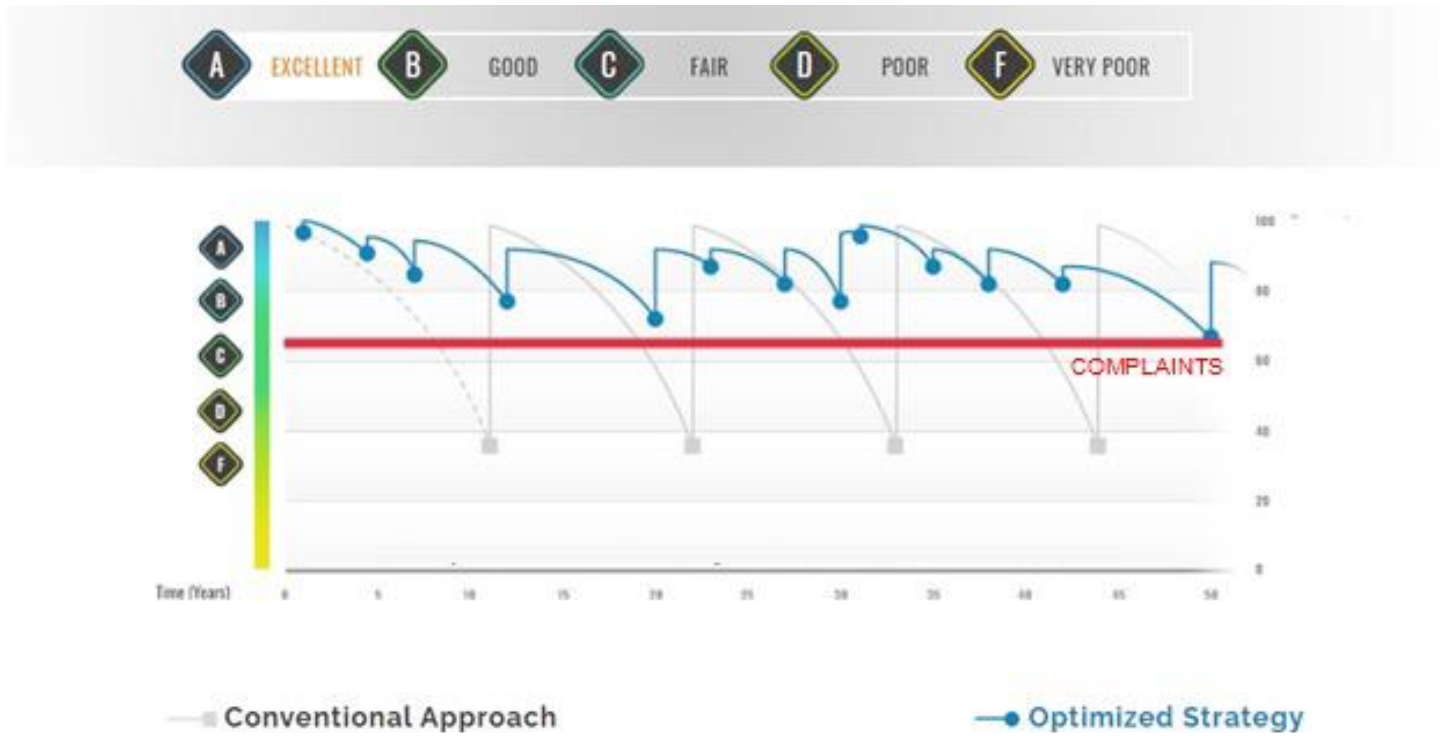


Figure 2. Properly maintained roads have an average lifespan of over 40 years, spending most of their life cycle in Good or Excellent condition.

Preventative-based roadway maintenance has proven to be a cost effective and sustainable approach to getting the most life out of roads and making taxpayer dollars go further. In addition to cost efficiency, a pavement preservation approach is known to produce fewer emissions, consume less energy, and provide faster application times than a conventional approach.

Despite these obvious economic and social advantages, most departments find themselves struggling to transition to an effective preservation strategy. In most cases, this is due to the major barrier in the transition to an optimized approach - to create an effective preservation plan, a department must first figure out how to obtain objective information about the current quality of every road within its network on a consistent basis.

There are several methods that are currently used to measure the current condition of a road network, some more efficient than others. Oftentimes, it's beneficial to use a few of these services in tandem. These methods include manual visual inspections, ARAN/LIDAR surveys, image-based surveys, and RMT's automated road surveys collected through passive crowdsourced methods. The majority of these methods give you a single snapshot in time, often providing you with a single score for each segment. This provides a starting point for agencies but does not solve the problem every agency faces when trying to build a 5-year paving plan. In order to build an effective 5-year preservation-based plan the agency needs to better understand how these roads are deteriorating and more importantly, how quickly. The only feasible way to track road degradation modeling is by tracking it daily.



Visual Inspections - Visual inspections require an employee or vendor of the agency to drive each road in the network and note the quality. These surveys are subjective and often dangerous, and they should only be used to validate data collected through other means. Often times the inspector will select a 100 ft. Segment that they feel is indicative of the entire segment of road to grade. This grade is then applied to the entirety of the segment.



ARAN/LIDAR Surveys - ARAN and other LIDAR based surveys rely on lasers, photographs, and roughness measurements to provide road quality information. These surveys provide dense data, but they provide a one-time snapshot of road data, and they're cost-prohibitive at scale. Additionally, this process usually takes months to process and analyze before the results are sent back to the agency.



Image-Based Surveys - Image-based surveys involve an employee or vendor of the agency driving each road and collecting photos of roads. Image recognition is then used to decipher road distresses in these photos. These services are typically provided at a lower price point than ARAN/LIDAR methods, but they provide a one-time snapshot of road data.



RMT Automated Surveys

RMT RoadRunner Exclusive - Agency-owned fleet vehicles are equipped with RMT's proprietary RoadRunner sensors. RMT utilizes sensor fusion to measure road roughness measurements, gyroscopic, and images are passively collected daily and used to provide easy-to-interpret road quality information that updates as changes occur across the road network. This provides agencies with the most consistent output in data collection and safest method possible to evaluate their road health and build a preservation plan that can effectively amortize the most health out of their network.

	OBJECTIVE	SAFE	PASSIVE	DAILY	COST-EFFECTIVE
VISUAL INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AN/LIDAR SURVEYS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IMAGE-BASED SURVEYS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RMT ROADRUNNER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

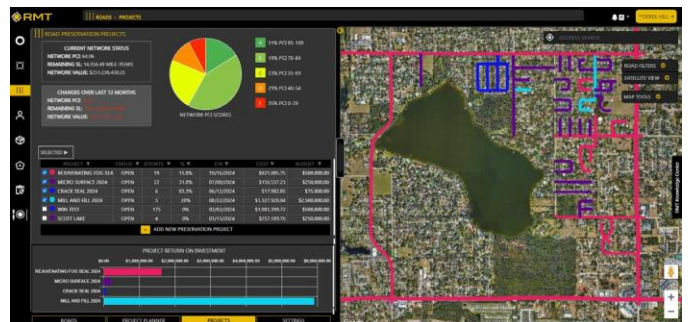
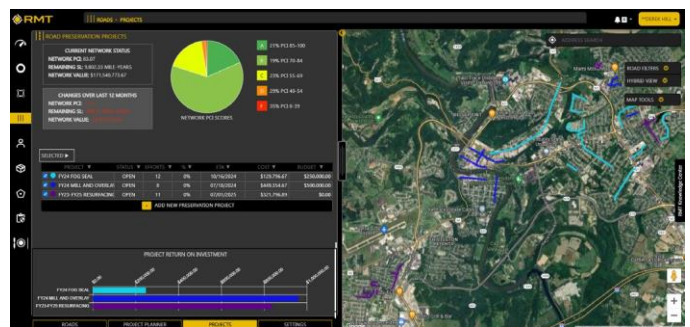
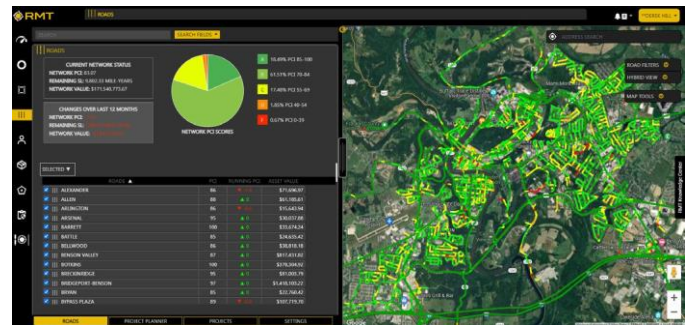
Figure 3. In order to make efficient preservation decisions, it's critical that surveys are done across the entire road network on a consistent basis.

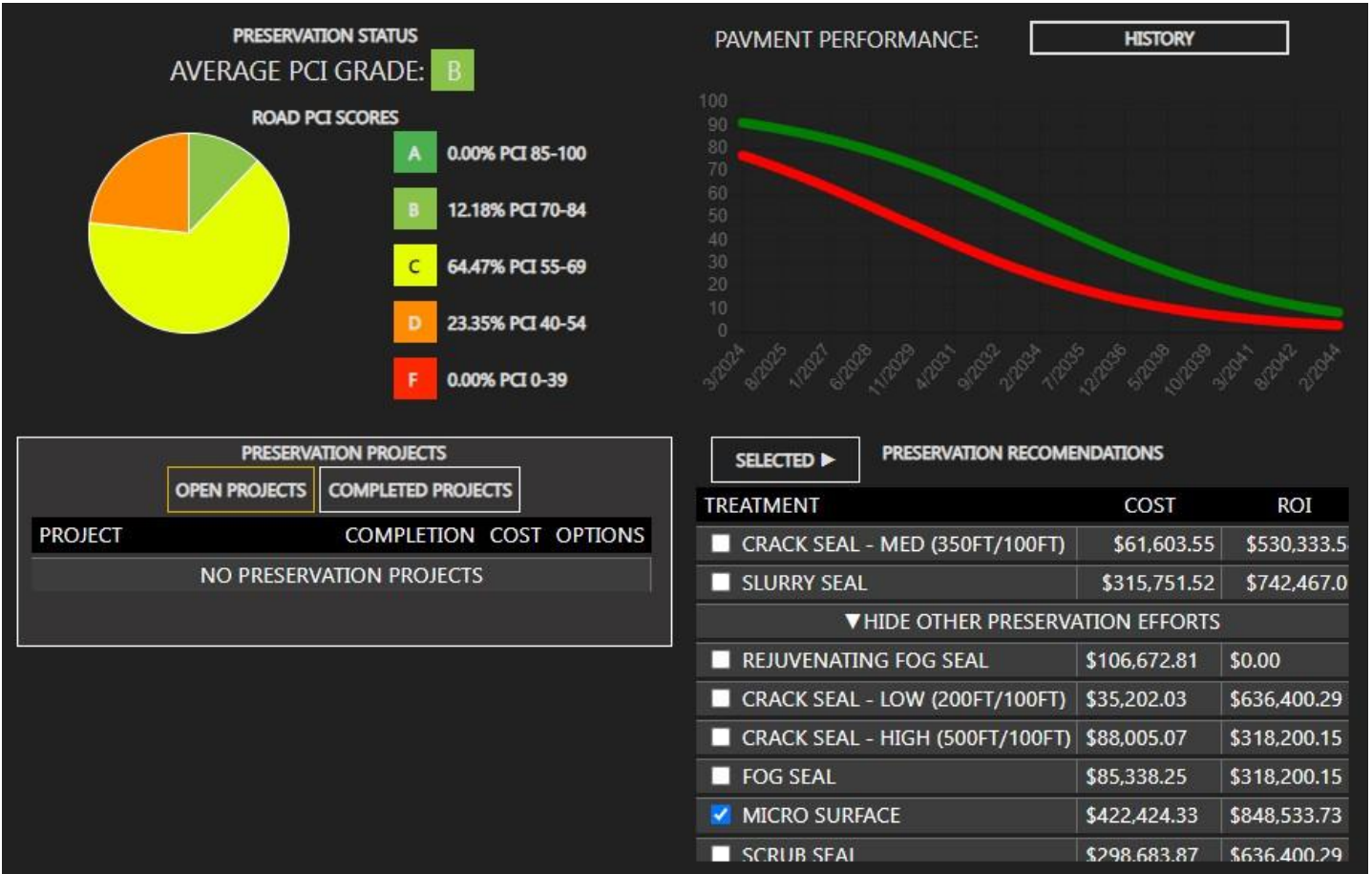
Most Departments Eight-Year Plan fails to address nearly 75% percent of their network's roads that are in poor condition. In order to get ahead, it's critical that the preservation dollars allocated are directed towards the roads that will receive the greatest return on investment both now and in the future.

By adopting technology that provides passive, objective road quality information across its entire network on a consistent basis, the Department will be positioned to develop an effective Asset Preservation Plan that can be modified, when necessary, by observing changing conditions and degradation rates across the network in real-time.

RMT's real-time pavement performance analytics application (called Road Runner) offers the only frictionless solution for pavement performance analytics, easing the transition to a preservation-based, proactive roadway maintenance program.

Our objective data allows you to make informed, data-driven decisions and allocate resources to optimize your budget.





ASSESSMENT OVERVIEW

This report is presented to Bradford County, FL, by Roadway Management Technologies (“RMT”), headquartered in Little Rock, Arkansas. The focus of this assessment is the efficiency and effectiveness of the Department’s roadway maintenance planning, processes, spending and budget allocation and to provide tools and resources to the Department to help officials increase overall spending efficiency of taxpayer funds.

This assessment was performed in FY24, and this report was presented to the Board of County Commissioners on 06/04/2024.

DISCOVERY

Information and data used in this assessment was derived from multiple sources, including discussions held with management and staff members as well as the Public Works Department's own documentation.

Assumptions Made for This Analysis:

- Lane miles of asphalt - 600 miles
- Mill & Overlay cost - \$318,841 per mile
- Average road life - 21 years

RESULTS

This report showcases several ways in which the Public Works Department can substantially increase the efficiency of its budget. In doing so, the county can build out an effective Asset Preservation Plan to make taxpayer dollars go further while increasing the overall quality of their road network.

As detailed within this report, an investment in pavement management by the county would yield projected savings and increases in efficiency. In addition, the Public Works Department would receive the benefit of real-time pavement condition ratings collected passively by the county's own vehicles, allowing the department to monitor road degradation rates over time. This will allow the department to optimize its Asset Preservation Plan and provide the county with the tools and information necessary to make informed roadway maintenance decisions.

We have completed the below analysis for your agency which determined that if utilizing RMT led to an increase in efficiency of only 0.026%, it would cover the investment cost of RMT in the first year. Below you will find the details of how this was calculated.

CALCULATIONS

CALCULATING NETWORK VALUE

What is your roadway asset value? For this analysis, we will use the mill & overlay cost of \$318,841 per mile as the current asset value. With this, we can create a total value for your entire network (if the entire network was in perfect condition).

$$600 \text{ miles} \times \$318,841 = \$191,304,600$$

This gives us a total asset value of \$191,304,600.

CALCULATING ANNUAL RATE OF DEPRECIATION

We must quantify the annual rate of depreciation, which can be done using a linear depreciation model based on the useful life of a road by pavement type. For this analysis, we are going to assume each road lasts 21 years.

$$\$191,304,600 / 21 \text{ years} = \$9,109,743$$

annual depreciation

CALCULATING OPPORTUNITY COST OF RMT

The savings opportunity and RMT cost metric. For this analysis, the network has 600 miles and the annual cost of RMT is \$50,000.

Translate our \$50,000 into an opportunity cost:

What is your agency currently getting when \$50,000 is applied directly to your network?

Here is the equation to determine what our \$50,000 RMT cost translates into "Mile years" additional value to the network. We are taking the cost of RMT and dividing it by the cost to mill & overlay 1 mile.

$$\$50,000 / \$318,841 = 0.1568 \text{ miles of road which is what your agency can get for } \$50,000.$$

CALCULATE THE "MILE YEARS" ADDED TO THE NETWORK

Mile Years is a value that represents the remaining surface life in years for each mile of road in a network. As an example, if you were to pave 1 mile of asphalt road and expect that road to last 25 years then the "Mile Years" value for that mile of road would be 25.

0.1568 miles of road X Useful life of 21 years = 3.2932 total Mile Years added to the network (If the agency did not invest in RMT)

21 years per mile X 600 miles of road = 12,600 total Mile Years for the entire network

Turning cost into a percentage of impact when invested directly into the network:

$$= 3.2932 \text{ Mile Years} / 12,600 \text{ Mile Years} = 0.026\% \text{ impact to the network.}$$

Through these calculations, we can conclude that if our system would allow your agency to manage your network at least 0.026% better the first year, you cover the cost of investing in RMT.

EXECUTIVE SUMMARY ON THE BENEFITS OF A PROACTIVE PRESERVATION- BASED PAVEMENT MANAGEMENT PROGRAM

1. Cost-Effectiveness:

- Transitioning to a proactive pavement preservation approach is more cost-effective than a worst-first strategy. Preventive maintenance costs less than reconstructing failed pavements, resulting in significant cost savings.

2. Extended Pavement Life:

- Proactive preservation extends pavement life by addressing minor wear and tear early, maintaining a higher overall condition of the pavement network.

3. Improved Safety and Service:

- Regular maintenance improves safety and service for users, preventing hazardous conditions and ensuring a smoother driving experience.

4. Sustainability Benefits:

- Preservation techniques are environmentally sustainable, using fewer resources and less energy, thus reducing the carbon footprint associated with pavement management.

5. Flexibility in Management:

- This approach allows for more flexible planning and resource allocation, enabling broader and more efficient coverage of the pavement network.

6. Budget Optimization:

- A proactive pavement preservation strategy optimizes budget use by focusing on preventive measures rather than

costly reactive repairs, leading to more efficient financial resource allocation.

7. Industry-Leading Techniques and Benefits:

- Crack Sealing and Filling: Prevents water intrusion, the leading cause of pavement deterioration. It is a cost-effective way to extend the life of the pavement.
- Chip Sealing: A surface treatment combining asphalt and fine aggregate. It provides an anti-glare surface during wet weather and increased skid resistance.
- Microsurfacing and Slurry Seal: A surface treatment combining asphalt and fine aggregate. It provides an anti-glare surface during wet weather and increased skid resistance.
- Thin and Ultra-Thin Asphalt Overlays: Provide a new wearing surface, improve ride quality, and address minor rutting and surface irregularities.
- Cold In-place Recycling (CIR): Reprocesses the existing asphalt layer in an environmentally friendly way, reducing the need for new materials and minimizing waste.
- Rejuvenating Fog Seal: A treatment that restores flexibility to the asphalt pavement, reducing the rate of pavement aging. It seals minor cracks and surface voids, improving the pavement's resistance to water and oxidation.

8. Enhancing FEMA Process Efficiency and Compliance:

- Comprehensive Damage Assessment: RMT's advanced sensors can be used for immediate, accurate pre- and post-disaster road condition analysis, enabling quick identification of changes and impacts due to natural disasters, including the effects of heavy cleanup machinery.
- Streamlined FEMA Reporting: RMT's data platform simplifies the documentation process for FEMA reports, with detailed, real-time data supporting the rapid compilation of necessary information.
- Effective Aid Justification: The precise and comprehensive data from RMT aids in constructing a strong case for the necessity of FEMA disaster recovery funding, highlighting specific areas and extents of damage.
- Enhanced Restoration Efficiency: The efficiency and accuracy of RMT's data contribute to a more effective and timely restoration of roadway infrastructure and public services, critical post-disaster.

CONCLUSION

In conclusion, adopting a proactive pavement preservation approach in pavement management, complemented by RMT's real-time data and pavement management system, offers multifaceted benefits. It ensures cost-effectiveness by reducing the need for extensive last resort repairs, extends pavement life through early intervention, and enhances safety and service quality for road users. Additionally, this strategy promotes sustainability by utilizing fewer resources and energy. It allows for flexible management and budget optimization, ensuring a broader and more efficient network coverage. The integration of industry-leading techniques, coupled with the comprehensive data provided by RMT further bolsters the efficiency and effectiveness of pavement maintenance programs. This approach leads to better managed and maintained road networks, ultimately benefiting both agencies and road users.

The agency receives the following services under the Passive Road Surveying package from RMT:

- Provision of Proprietary Sensors:
 - Supply of specialized sensors by RMT, designed for mounting on agency-owned vehicles.
- Sensor Installation and Training:
 - Initial installation of sensors by RMT on pre-selected vehicles determined jointly by RMT and the Agency.
- Road Quality Data Collection:
 - Continuous road quality data collection through sensors during regular vehicle operations.
 - Automated transmission of data to RMT servers when vehicles are parked in Wi-Fi-enabled locations.
 - Estimated number of vehicles outfitted with sensors is approximately 15 to 30, enabling broad coverage for real-time data collection.
- Data Analysis and Access:
 - Analysis of road data using RMT's proprietary algorithms.
 - Access to a map interface on RMT's website, showing detailed road quality assessments based on ASTM standard D6433.
 - Functionalities include filtering options for best and worst roads, and access to updated street view images of network roads (refreshed every 30 days as vehicles travel).
 - Access to multiple reports and project management tools to monitor maintenance efforts in real-time and their net effect across the network.
- Dedicated Account Management:
 - Provision of a dedicated Account Manager to serve as a single point of contact.
 - This ensures personalized service and streamlined communication for all aspects of the project.
- Indefinite Hardware Warranty:
 - All hardware provided by RMT is warrantied indefinitely, ensuring long-term reliability and support.
- Inclusive System Updates and Upgrades:
 - Any system updates or upgrades developed by RMT are included in the annual cost.
 - Clients benefit from continuous improvements and advancements in technology at no extra cost.

This comprehensive package not only equips the agency with advanced real-time road surveying technology for approximately 15-30 vehicles but also provides extensive support and assurance with dedicated account management, an indefinite hardware warranty, and inclusive updates and upgrades.

JESSE NELSON
MAYOR

VICKIE GAINER
CITY MANAGER

KEVIN OBOS
CITY ATTORNEY



COMMISSIONERS

SAM PEEBLES

PAT PERNO

JAMIE WARRICK

JUDY VANDERGRIFT

June 27, 2024

Jason Dodds
Public Works Director
Bradford County Florida

Mr. Dodds,

I am writing this letter about Roadway Management Technologies. In January 2024 our Commission approved us to use this service to collect data on the quality of our roadways and have a better understanding of the quality of each road. Prior to this service, staff would ride the city and decide on which roads needed the priority for the annual paving project. There was no methodology to this, it was just a recommendation from whomever was riding in that area. To be proactive and utilize our funding to the best of our ability, we made the recommendation to utilize RMT to collect this data and be able to prioritize what roads would be paved as well as begin an asphalt preservation plan.

We were also hit by Category 5 Hurricane Michael in 2018 which resulted in debris trucks damaging our roadways and a fight ensuing between the city and FEMA to ensure we were compensated properly for the damage because of this disaster. The RMT data has provided us the ability to properly score roads and have a database showing the status of our roads in case another disaster hits us that could potentially damage or lower the quality of our roadways.

I strongly recommend RMT for your County as they have proven to be a valuable component of our Public Works planning process.

Respectfully,

A red rectangular box containing a handwritten signature in blue ink that reads "Chris Lightfoot".

Chris Lightfoot
Public Works Director

Amanda Brown

From: Jason Dodds
Sent: Monday, July 1, 2024 6:53 AM
To: Scott Kornegay
Cc: Amanda Brown
Subject: FW: RMT

Good morning, FYI

-----Original Message-----

From: vbcjudge@artelco.com <vbcjudge@artelco.com>
Sent: Thursday, June 27, 2024 4:08 PM
To: Jason Dodds <jason_dodds@bradfordcountyfl.gov>
Cc: vbcjudge <vbcjudge@artelco.com>; emily@roadmantech.com; jason@roadmantech.com
Subject: RMT

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

Jason,

It is an honor for me to get to recommend RMT for use by your organization! Here are some wins of mine using RMT:

I had a hole in a bridge that absolutely NOONE reported. Not one soul. The hole was just that... a hole. Standing on the bridge you could look down and see running water in the river. I went to the bridge to investigate because the RMT data showed me that something was going on there. I had a red spot in an otherwise green road. I was shocked when I discovered the hole. It ended up being a simple fix, but could have progressed into something MUCH worse.

I have been maximizing grants by submitting RMT data with the proposal. I just received a half-million dollar grant through the Governor's Office for road repair work. What set my request apart from all the other requests? RMT data.

I have received enough grants by using RMT data to pay for the service for twenty-thirty years into the future.

Another one of my favorite functions is the note taking aspect. Whether I enter a note, (call in complaint, culvert installation request, etc.) my secretary enters one, or the road shop enters one, the data is in one place, never to be lost. I hold my people accountable by spot checking to ensure that they are actually taking care of the notes.

I have also bargained down contractors using RMT data. When I let a bid on a road, I run the specs through RMT and compare to the amount of product the vendors are trying to charge me for. I have seen bids with 50% more product than actually needed. Contractors may be competitors, but they all know how to work the system. They always act like it was just a big "oops" when they are called out on it. I have saved 20% of the entire project cost just by using RMT.

The service never stops after the sale with RMT. They are always available and always growing the system.

It sounds as if I am paid to endorse RMT, LOL, but I truly believe in the product and their service. My work days start and end with RMT. It is a crucial part of the business and saves much more than it will ever cost.

My personal cell is 501-253-5262 should you have any further questions.

There is more to RMT than what I've listed, but these are the my favorite parts :-)

Thank you for the opportunity to share about RMT with you.

Dale James, Van Buren County Judge

This email is intended for the addressee(s) indicated above only. It may contain information that is privileged, confidential, or otherwise protected from disclosure. Any dissemination, review, use of the email, or its contents by persons other than the addressee is strictly prohibited. If you have received this email in error, please delete it immediately.



ROADWAY MANAGEMENT TECHNOLOGIES

PO Box 678325
Orlando, FL 32867

July 9, 2024

ATTN: Bradford County, Florida
945 North Temple Ave
Starke, FL 32091
904-966-6280

Dear Bradford County, Florida,

I'm pleased to announce that Roadway Management Technologies, LLC ("RMT") has been awarded RFP 24-1260, effective April 30th, 2024, to conduct a pavement condition survey and implement a pavement management system for the City of Dunedin, Florida. Section 22 of Page 5 in the RFP explicitly requires the contractor to extend pricing and terms to all State of Florida government agencies, facilitating potential future purchases under the same terms.

Under the terms of the awarded RFP, the City of Dunedin's contract is priced at \$150 per lane mile, resulting in an annual contract value of \$35,178 for a network size of 234.52 lane miles. Additionally, for Bradford County, RMT has offered competitive pricing of \$83.33 per lane mile, covering a network size of 600 lane miles, with an annual contract value of \$50,000. This competitive pricing structure enables Bradford County to take advantage of the piggyback clause within RFP 24-1260.

Sincerely,

A handwritten signature in black ink that reads "Candler McCollum".

Candler McCollum
CEO
501.626.1313
candler@roadmantech.com



CITY OF DUNEDIN

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS**

**CONSULTANT SERVICES FOR THE
IMPLEMENTATION OF A PAVEMENT MANAGEMENT
SYSTEM
RFP 24-1260**

**PROPOSALS ACCEPTED UNTIL
2:00pm TUESDAY, APRIL 2, 2024**

AT

**CITY OF DUNEDIN
CITY HALL
ATTN. PURCHAING AGENT
737 LOUDEN AVE. SUITE 212
DUNEDIN, FL 34698
PHONE: 727-298-3077**

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**CITY OF DUNEDIN
CONSULTANT SERVICES FOR THE IMPLEMENTATION OF A PAVEMENT
MANAGEMENT SYSTEM
RFP 24-1260**

REQUEST FOR PROPOSAL (RFP) PROCEDURES

The City of Dunedin, Florida will accept proposals from firms (the “Consultant”) qualified to provide services required for the implementation of a pavement management system. The City maintains approximately 127 lane miles of roadway. The selected Consultant will conduct a pavement condition survey to assess the condition of the existing roadways within the Public Right-of-way, update or extract data from AgileAssets software, perform an optimization analysis survey of the pavement condition data to determine segment specific requirements and budgetary allocations. Furthermore, the Consultant will recommend a vendor hosted web-based pavement management software system. The Consultant will input the pavement condition survey information into the selected software system. The system will allow the City of Dunedin to integrate and maintain an inventory, analyze condition data, track construction history, and conduct multi-year analyses to guide sound, defensible decisions about investment of available resources for pavement maintenance and rehabilitation.

Proposals shall be based on the attached Scope of Services. The RFP may be picked up at the address below. You may also email your request to cankney@dunedinfl.net or you may download the RFP from www.demandstar.com.

Sealed Proposals: Responses to this Request for Proposal (please submit one unbound original and one disc/usb copy) shall be submitted in a sealed envelope, clearly identified as:

**RFP 24-1260
“CONSULTANT SERVICES FOR THE IMPLEMENTATION OF A
PAVEMENT MANAGEMENT SYSTEM”
2:00PM TUESDAY, APRIL 2, 2024
DO NOT OPEN IN MAILROOM**

Responses shall be mailed or delivered to: **City of Dunedin
Dunedin City Hall
Attn. Purchasing Agent
737 Loudon Ave Suite 212
Dunedin, FL 34698**

Proposals are due no later than the date and time noted above. Any proposal received after that date and time will not be accepted. Any individual requiring special assistance must notify the Purchasing Office in writing 48 hours in advance so that arrangements can be made. No proposal shall be withdrawn for a period of ninety (90) calendar days, from the opening date, without the consent of the City of Dunedin, Florida.



Charles H. Ankney, CPPPO
Purchasing Agent

SECTION B GENERAL CONDITIONS

Consultants are required to submit their proposals upon the conditions expressed in these instructions. Consultants are warned that the provisions of the RFP Documents will become a part of a Purchase Order the same as if every detail were stated therein.

1. CONSULTANT'S ABILITY

It is the intent of the City to award the Contract for this work to a Consultant whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner. Upon request by the City, any Consultant shall be prepared to submit an attested statement of his/her ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a contract for ninety (90) calendar days.

3. PROHIBITED INTERESTS

No Member of or Delegate to Congress, or Resident Commissioner or City Employee shall be admitted any share or to any benefit that may arise from this contract, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

4. COLLUSION

The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Consultant. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Consultant is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Consultants are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Consultants.

5. CONSULTANT'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been shown on the Plans and/or described in the RFP Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the Consultants. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Consultants are required to examine the RFP Documents, the site of the project, and any other information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and

investigations, will be accepted as an excuse for any failure or omission on the part of the Consultant to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

6. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents.

The proposal for materials, equipment and work means in place and complete according to the requirements of the RFP Document. The City shall not be liable for any services, sales tax, or any other tax whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency.

The contract will be awarded to the Consultant that submits a responsive and responsible proposal that best meets the needs of the City as determined by City Staff and City Commission using the Evaluation Criteria. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified Consultant.

7. CONTRACT INFORMATION

The City's standard RFP (Exhibit II) contract shall be used as the basis of contracting for this work. The Contract shall consist of the Invitation to Propose, General Provisions, Bid Forms, Specifications and any required Addendums, Bonds, Insurance Certification, Change Orders, and any other exhibits identified in the specification package, and shall be referred to collectively as the Proposal Documents. In addition, the Consultant's proposal shall be included as part of the contract documents. The provisions of each and all shall become a part of the Contract when awarded by the City of Dunedin, unless specifically objected to by the Consultant in his/her proposal. Failure of the Consultant to accept this condition shall result in the cancellation of any award. The laws of the State of Florida shall govern any contract(s) resulting from this RFP and venue shall lie in Pinellas County, Florida.

8. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Consultant that he/she has made himself/herself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto.

9. TIME OF COMPLETION

After approval by City Commission, a Purchase Order, with the work date agreed upon by the Consultant, will be executed and work shall continue progressively until final completion in accordance with the agreed upon schedule.

10. ASSIGNMENT OF CONTRACT

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of said contract shall be made without the written consent of the City.

11. CANCELLATION OF CONTRACT

The City of Dunedin reserves the right to cancel this contract without cause by giving ninety (90) days prior notice to the Consultant in writing of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Consultant to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to the City of Dunedin, the City of Dunedin reserves the right to cancel and obtain from another source, any services which have not been delivered within the period of time stated in the Consultant's proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Dunedin.

Termination or cancellation of the contract will not relieve the Consultant of any obligations for any deliverables entered into prior to the termination of the contract.

Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant prior to the termination of the contract.

The Consultant may cancel the contract with ninety (90) calendar days written notice to the City's Purchasing Agent. Failure to provide proper notice to the City may result in the Consultant being barred from future business with the City.

12. PREPARATION OF PROPOSALS

The Consultant's proposal shall be submitted as required by the RFP documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in figures, the total cost for each unit item quantity calculated and stated in figures, the lump sum stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format.

The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

The Consultant shall sign the Response Form (Letter of Understanding) and give his/her address.

A Partnership Consultant must give the names and addresses of all partners and the Response Form must be signed by at least one person who shall designate themselves as a partner. When a firm submits a response, all of its members must sign the Response Form, or if they choose, any member having binding authority to do so may sign the proposal and describe themselves as doing business under a firm name.

A Corporation must name the state in which its articles are held. The Response Form must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and their address must be given. Such officer or agent must present legal evidence that they have lawful authority to sign said

proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is a successful Respondent, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

13. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind. The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

The judgment of the City shall be final in determining the capability, experience, and ability of the Consultant to successfully and properly prosecute the proposed work. Failure to convince the City of such capacities shall result in the rejection of the response.

14. INQUIRIES AND ADDENDA

Each Consultant shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made through the City of Dunedin's Purchasing Agent, Chuck Ankney, at cankney@dunedinfl.net or at Dunedin City Hall 737 Loudon Ave. Suite 212 Dunedin, FL 34698. Inquiries must be submitted no less than ten (10) calendar days before the proposal due date. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Consultants who have requested a copy of the RFP. However, it shall be the responsibility of each Consultant, prior to submitting a response, to contact the City of Dunedin's Purchasing office (727-298-3077) to determine if addenda were issued and to make such addenda a part of the response.

15. INSURANCE REQUIREMENTS

At the time the Consultant delivers the above contract agreement and bonds to the owner, the Consultant shall also deliver to the Owner such Certificate(s) of proof of the required insurance coverage as may be set forth in the General Provisions Section of the Contract Documents.

If the Consultant engages a Subcontractor to perform any portion of the work, the Consultant may at his/her option, extend his/her insurance coverage to the Subcontractor, however, verification of the extended coverage must be so stated on the Certificate(s) furnished to the City by the Consultant.

Should the Consultant require any Subcontractor to furnish their own proof of the proper and required insurance coverage, the Certificate(s) must be presented to the Owner for approval prior to any work being accomplished by the Subcontractor. Compliance with the provisions of this paragraph is the sole responsibility of the Consultant. If the Owner has not received certificates of insurance for any Subcontractors at the time of commencement of the work, the Owner will presume the Consultant has extended his/her insurance

coverage to the Subcontractor and verification of such extended coverage shall be stated on the Certificate(s) of Insurance provided to the Owner.

A. General

Before starting and until acceptance of the work by the City, the Consultant shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

The Consultant shall require each of his/her subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (5) below. It shall be the responsibility of the Consultant to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. Coverage and Limits:

1. Insurance

The Consultant and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the Consultant. The City does not represent those types or amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Consultant's and subcontractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Consultant and subcontractors waive their rights of recovery against the City, to the extent permitted by their insurance policies.

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

The Consultant's and subcontractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Consultant is responsible for the amount of any deductible or self-insured retention.

2. Minimum Limits for Liability Coverage

The Consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence and a \$2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

3. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

4. Products/ Completed Operations Coverage (Not Required for this Project)

The Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three-years beyond the City acceptance of renovation or construction projects.

5. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

6. Workers Compensation Coverage

The Consultant and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease.

The Consultant shall also purchase any other coverage required by law for its employees.

C. Additional Insurance:

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

1. Builders Risk (not required for this project)

Builders Risk Insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Cargo Insurance described hereafter, if such coverage is not separately provided.

The Builders Risk Insurance is to be endorsed to cover the interests of all parties, including the City and all Consultants and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

2. Installation Floater Insurance (not required for this project)

Installation Floater Insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the Consultant. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

3. Motor Truck Cargo Insurance (not required for this project)

If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be provided for materials or equipment transported in the Consultant's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

D. Hold Harmless:

The Consultant shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the contract including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Consideration for Hold Harmless/Payment on Behalf

The Consultant agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

2. Payment on Behalf Of City

The Consultant agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance shall be provided to the City by the insurance company and the Consultant at least 15 calendar days prior to coverage renewals.

If requested by the City, the Consultant or subcontractors shall furnish complete copies of the Consultant's or subcontractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the Consultant shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein.

F. Insurance of the Consultant Primary

Insurance required of the Consultant or subcontractors or any other insurance of the Consultant or subcontractors shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

G. Loss Control and Safety

Precaution shall be exercised at all times by the Consultant and subcontractors for the protection of all persons, including employees, and property. The Consultant and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the City's Workers' Compensation Coverage.

16. EXCEPTIONS

Consultants are cautioned that if they wish to take exception to any of the terms or conditions of this Request for Proposal, such exception must be filed with the proposal. Failure to file exception to these provisions with the proposal may lead the City of Dunedin to rule that items not noted as exceptions are non-negotiable.

17. COSTS INCURRED BY CONSULTANTS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Consultant. No payment will be made for any responses received, nor for any other effort required of, or made by, the Consultant prior to contract commencement.

18. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent shall investigate the validity of the complaint and present the findings in writing to the Consultant. If the Consultant is dissatisfied with the Purchasing Agent's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This

policy does not preclude consideration of legal questions in connection with any decisions made by the City.

19. LOBBYING

Lobbying of Evaluation Committee members, City of Dunedin employees, or elected officials regarding Request for Proposals (RFP's), Request for Qualifications (RFQ's) or Bids, by the Consultant/Bidder or any member of the Consultant's/Bidder's staff, an agent of the Consultant/Bidder, or any people employed by any legal entity affiliated with an organization that is responding to the RFP, RFQ or Bid is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision, lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any RFP, RFQ or Bid through direct or indirect oral or written communication, or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFP, RFQ or Bid response to be rejected.

20. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) calendar days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071 (1)(b), unless authorized by the Purchasing Agent. Additionally, items specifically designated as "trade secrets" in compliance with Fla. Stat. Chapter 812.081 are exempt from Florida's Public Records Law (Fla. Stat. Chapter 815.045)

21. REQUIREMENT TO COMPLY WITH PUBLIC RECORDS LAWS

The Consultant is required to comply with Section 119.0701, Florida Statutes. The Consultant shall keep and maintain public records required by the City to perform the service.

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

The Consultant shall ensure that the records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (REBECCA SCHLICHTER) AT:

- (727) 298-3034;
- VIA EMAIL AT RSCHLICHTER@DUNEDINFL.NET; OR
- AT DUNEDIN CITY HALL 737 LOUDEN AVE SUITE 202, DUNEDIN, FL 34698.

22. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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 Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

23. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list 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 award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

24. WITHDRAWAL OF PROPOSAL

A Consultant may withdraw their proposal without prejudice to themselves no later than the day and hour set in the "Request for Proposal" by communicating his/her purpose in writing to the City at the address given in the "Request for Proposal". When received, it will be returned unopened. No proposal may be withdrawn after the time and date set for proposal submission.

25. REFERENCES

The Consultant shall provide three references from companies or government entities at which they have provided this service. Please use the Reference Information Form (Exhibit I) to provide this information. These references will enable the City to judge the Consultant's responsibility, experience, skill, and business standing. The City reserves the right to reject any proposal when, in its opinion, the Consultant has insufficient experience, responsibility, skill, or business standing to perform the proposed work in strict compliance with the specifications, or when the information provided is insufficient for making a judgment.

26. PAYMENT TERMS

The City’s payment terms are net 30. Consultants are encouraged to offer additional discounts for faster payment. All invoices for payment shall be sent to the City’s Finance Department at:

City of Dunedin
Attn. Accounts Payable
737 Loudon Ave. Suite 212
Dunedin, FL 34698

The City prefers to make payment electronically via ACH.

27. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder on the response form, the bidder agrees to make available to all State of Florida government agencies, departments and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said government entity desire to buy under this proposal.

28. PROTECTION OF RESIDENT WORKERS

The City of Dunedin supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Vendor is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

The City of Dunedin shall have the right to immediately terminate an agreement if the City determines that the Vendor has failed to perform satisfactorily with respect to its employment practices in support of INA.

Vendors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration, and will require same requirement to confirm employment eligibility of all subcontractors. Respondents shall return an executed copy of the “Immigration Status Affidavit” (Exhibit III) form, included with these RFP documents, with their response.

29. NON-APPROPRIATION

In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

30. FORCE MAJEURE

Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic or any variant thereof. For the avoidance of doubt, Force Majeure shall not include (1) financial

distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than 30 consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.

31. FOREIGN COMPANIES OF CONCERN

If the Total Agreement Price exceeds \$100,000, pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

32. SCRUTINIZED COMPANIES

By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

33. PROHIBITION IN GOVERNMENT CONTRACTING

Consultant is hereby notified that section 287.05701, Florida Statutes, states in pertinent part: “Prohibition against considering social, political, or ideological interests in government contracting.

- (1) As used in this section, the term “awarding body” means:
 - (a) For state contracts, an agency or the department.
 - (b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- (2)(a) An awarding body may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor.
- (b) An awarding body may not give preference to a vendor based on the vendor’s social, political, or ideological interests.”

SECTION C

SPECIFIC REQUIREMENTS

1. PURPOSE OF PROPOSAL

The City of Dunedin is a Florida municipality located on the Gulf of Mexico just north of Clearwater, FL in Pinellas County. The City has a population of approximately 37,000 residents in a ten square mile area. Dunedin is a Florida Green Building Coalition certified Green City at the Platinum Level based on sustainability and environmental performance.

The City of Dunedin wishes to receive detailed Technical Proposals for a Pavement Management Survey and Pavement Management Software System (PMS) and related Consulting Services as outlined in this Request for Proposal (RFP).

The City of Dunedin maintains approximately 127 lane miles of roadway. The proposed solution will be a vendor hosted web-based pavement management software system. The system will allow the City of Dunedin to integrate and maintain an inventory, analyze condition data, track construction history, and conduct multi-year analyses to guide sound, defensible decisions about investment of available resources for pavement maintenance and rehabilitation.

2. SCOPE OF SERVICES

The Services shall include, but not be limited to the following:

The Scope of Work for this Project shall consist of the seven (7) tasks as defined below.

2.1 Street Inventory File update/import

The City's current road network resides in the AgileAssets Pavement Analyst database, while the inventory for the Pavement Management System (PMS) is based on the City's GIS centerline database. A new GIS inventory has been developed since the last condition survey, potentially incorporating new segments. The initial step in the PMS involves updating or extracting data from AgileAssets, ensuring accurate representation of new GIS and ID numbers in the web-based software offered.

2.2 Pavement Condition Survey

Perform a complete pavement condition survey of the entire network and populate the PMS database. All surveys shall utilize an automated pavement condition and asset inventory data collection method for each segment, aligning with the Long-Term Pavement Performance Program (LTPP) methodology recommended by the Federal Highway Administration. Distresses to be collected for asphalt pavements include fatigue cracking, transverse cracking, block cracking, patch deterioration/potholes, surface defects, and rutting/roughness. Note: Brick pavement roads and asphalt parking lots are not covered under this proposal.

2.3 Data Analysis

Perform an optimization analysis survey of the pavement condition data to determine segment-specific requirements and budgetary allocations, alongside network-wide budget optimization. Conduct a multi-constraint optimization analysis across at least four funding levels over a 10-Year Period (City-provided funding amounts). Additionally, provide updated treatment unit cost data.

2.4 Software Implementation

The City is looking for pavement management software to increase cost-efficiencies and decision-making capabilities. The system selected shall have the following capabilities:

- 2.4.1 Web-based software, inclusive of free data hosting for the initial contract year.
- 2.4.2 Be highly configurable to allow refinement in the future and expansion to other asset types. As such, must have the capability of being configured to be tightly integrated a broader infrastructure asset management system utilizing the same software.
- 2.4.3 Store all pavement condition data and convert that data to user-defined condition indices.
- 2.4.4 Have a flexible table structure that will allow for adding additional attributes to existing tables and creating new tables for additional types of data without requiring additional software development.
- 2.4.5 Must allow for unlimited number and types of pavement distresses. The software must allow for user-defined condition data including at least three levels of severities and at least six levels of extents.
- 2.4.6 Must allow for unlimited types of pavement repairs.
- 2.4.7 Must allow for deterioration of individual distress indices as well as general condition indices within the system. The system must allow the user to define an unlimited number of performance models by pavement type or repair treatments by deteriorating any condition indices over time.
- 2.4.8 Must have unlimited flexibility in creating decision trees, pavement repair strategies and performance models. These are to be based on user-defined decision and performance variables available in the database.
- 2.4.9 Must calculate benefit of any given repair based on a standard benefit definition utilizing of the area between the "current" performance model and the "potential" repair-specific performance curve. The system must provide the ability to allow users to modify the defined standard benefit of

a potential repair with any user-specific variables that may be contained within the database such as risk, traffic, safety, importance, etc.

- 2.4.10 Have the capability to analyze various "what if" scenarios to determine future funding needs and alternative repair scenarios. Users must be able to apply unlimited constraints to any analysis. When running optimization scenarios, user-defined constraints will include but should not be limited to:
- Budgets
 - Budgets by repair type (preservation, rehabilitation, reconstruction)
 - Budget by maintenance or areas within the City
 - Condition indices
 - Maximum percentage of pavements below a specified condition threshold
 - Other levels of service as user-defined
- 2.4.11 Provide unique multi-year work plans that identify the type of repair and associated costs for all pavement segments for each year of the analysis period for any funding or performance scenario.
- 2.4.12 Allow for the running of scenarios utilizing an optimized solution that selects projects and groups of projects which provide the maximum benefit solution for the defined constraints.
- 2.4.13 The optimization scenario functionality must have goal setting capabilities to determine the specific optimized projects that would need to be completed yearly to meet any user-defined goal or set of goals.
- 2.4.14 Allow for analysis to consider any planned utility projects so as to ensure that streets are not selected for repairs if utility work is planned as identified in the City's CIP on those streets.
- 2.4.15 Allow for the yearly automated updating of the individual pavement condition indices based on construction history data. Repair exclusion years, condition improvement rules, age counters and treatment counters to be used in the optimization scenarios shall be user-defined.
- 2.4.16 Allow for the linking and storing of electronic documents and images including photos, construction documents, testing results, etc. related to each specific pavement management section.
- 2.4.17 Provide standard report capabilities including configurable graphs, charts and GIS mapping and the ability to develop customized reports within the application.
- 2.4.18 Must be able to access data through various methods: Feature rest service, SQL-based connection, Exportable to Excel (xlsx)

- 2.4.19 Provide forward and downward facing images accompanied by an ID spreadsheet.
- 2.4.20 Ability for a visual map driven dashboard displaying current and projected road network conditions by year as well cost view within the dashboard.
- 2.4.21 Provide user the ability to toggle feature for displaying road conditions.
- 2.4.22 Provide user the ability for a public facing dashboard and an internal dashboard presenting detailed data.

2.5 Software Testing

Consultant shall test the configuration to ensure that all configuration requirements are properly functioning.

2.6 Staff Training

Consultant shall provide three (3) days of on-site training, for up to three (3) City staff members. Training will take place at a City Facility.

2.7 Software as a Service (SaaS)

- 2.7.1 Annual software maintenance and technical support shall be provided for a minimum of one year plus four (4) additional consecutive years for a total of five (5) years.
- 2.7.2 Three concurrent user licenses are required by the City.

3. SCHEDULE

The anticipated RFP schedule is as follows:

RFP Advertised	March 1, 2024
Responses due	April 2, 2024
Response Evaluation Period	April 3, 2024 – April 19, 2024
Commission Approval	May 7, 2024
Purchase Order Issued	May 13, 2024
Consultant Completes Work	Per Agreed Upon Schedule

The Consultant shall submit a proposed schedule of work with their response. The scheduled shall begin with the receipt of the purchase order. The City suggests the following milestones:

- Street Inventory File update/import
- Pavement Condition Survey
- Data Analysis
- System Implementation
- Software Testing

- Staff Training
- Software as a Service (SaaS)

4. **CITY SUPPORT SERVICES**

The City will assign a Project Manager who will be responsible for management and coordination of the project. The Consultant will designate an individual who will be responsible for the successful completion of this project and will have authority to speak on behalf of the firm. During the course of the project, the firm and City Project Manager may have regular meetings to discuss technical issues and progress, if needed. Progress meetings will be scheduled on an as needed basis. Written progress reports detailing the work completed to date, milestones met, upcoming deliverables, open issues, anticipated problems and recommended solutions will be sent to the City monthly.

5. **PROJECT BUDGET**

The City has budgeted \$125,000 for this project.

6. **EVALUATION OF PROPOSALS**

6.1 Negotiations may be conducted with the Consultant whose proposal has been judged to best meet the needs of the City and the Project. The lowest cost proposal will not necessarily be selected.

6.2 The City reserves the right to request any additional information needed for clarification from any Consultant for evaluation purposes.

6.3 Proposals will be evaluated by an Evaluation Committee. Each member will score each proposal by the criteria described in Item 6.6 below.

6.4 The Respondents will be ranked based on the evaluation scores. The Evaluation Committee reserves the right to create a “Short List” of several firms or to negotiate with the highest ranked firm. The Evaluation Committee may request interviews and/or additional information from the firms on the Short List.

6.5 If the City creates a Short List and interviews Consultants on the Short List, the Evaluation Committee will re-rank the Short-Listed firms after the presentations. The Committee will consider the initial submittal, any request for additional information and the interviews/presentations. The Committee will use the same evaluation criteria. Consultants will be ranked (#1, #2, etc.) by each evaluator. The Consultant receiving the lowest total evaluation score (sum of each evaluator’s ranking) will be the highest ranked Consultant.

6.6 Proposals will be evaluated on the basis of the following criteria.

- Cost (20%)
- Project Team experience with similar projects (20%)
- Consultant experience in Pavement Management (20%)
- Proposed Software Solution (20%)

• Proposed Project Plan	(10%)
• Schedule	(5%)
• References	(5%)
Total	(100%)

SECTION D RESPONSE FORMAT

The Consultant's response shall be in the same tabbed sequence as the criteria listed below so that they can be easily identified and compared to other responses. Proposals shall be submitted on 8.5" x 11" paper, printed double sided, numbered, typewritten, with headings, sections and sub-sections identified appropriately. The City of Dunedin may reject any proposal that does not meet the following criteria:

1. TITLE PAGE (One Page)

Show the RFP subject, name of firm, mailing address, telephone number, name of contact person, email address and date.

2. TABLE OF CONTENTS

3. LETTER OF UNDERSTANDING (One page)

State your understanding of work to be accomplished and make a commitment to perform all work within the required time frames. Also, state the name of the person that will be authorized to make representations for the Consultant, their title, address and phone, fax number(s) and email address. State that the person signing the letter has been authorized to bind the Consultant and provide documentation proof.

4. CONSULTANT'S QUALIFICATIONS AND EXPERIENCE

This section requires that the Consultant identify at least (3) three similar projects completed during the past three (3) years. The Consultant shall also identify each reference by including the name, title and phone number of key customer contact personnel involved with the project. Local references are preferred. This would allow City Staff to visit the site if desired. Reference Information (Exhibit I) should be included in this area.

The Consultant shall identify the background, experience and qualifications of the responsible project professional.

NOTE: Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed by other firms. The only projects which you may claim without attribution are those projects actually produced by your firm. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity and may be grounds for rejection of those projects from your experience record.

This section should include a narrative description of current and previous experience that would qualify the Consultant to complete the work described in this RFP.

Resumes of the key members of the Consultant's team should be included in this area. This should include the Project Manager. Detail the availability of personnel for immediate placement.

Discuss sub-consultant usage if anticipated. Indicate the percentage of work estimated to be performed by the sub vs. the prime. Also, indicate if the prime consultant has previously worked with the proposed sub and give a brief example of the previous relationship(s)

5. PROJECT APPROACH

Consultants shall provide a work plan that clearly and concisely defines the approach taken. The approach section shall provide a detailed description of how your company anticipates accomplishing the project relative to methodology, tools, personnel, phasing, etc. The work plan shall demonstrate to the City that your firm understands the tasks involved to produce each of the required deliverables, and shall identify what is required of the City to prepare for the firm's solution, if chosen.

- The work plan shall include: major project milestones, activities, tasks, data collection methodology and deliverables; customization approach; data conversion/data migration approach; "go live" approach; assumptions or constraints on which the work plan is predicated.
- Provide a description of the software application being proposed in terms of software name, capabilities, functionality, and features.
- Describe the application hosting environment.
- Describe the approach for ongoing system security in terms of anti-virus and Internet vulnerability management. Focus on the methods and a schedule for security updates and patch distribution.
- Describe the approach with respect to data backups and archives.
- Describe GIS capabilities or describe the process required to integrate the data in the PMS to a geographic data in ArcGIS.b. Approach to assigning personnel (man-loading) to a project of this size, duration, and how such relates to the proposed scope of services.
- Approach to cost control.
- Provide an individual labeled (by item number) response to each requirement of Item 2.4. The response shall confirm that the required feature can be accomplished within the proposed software or the response shall acknowledge that the requirement cannot be completed within the proposed software. Provide additional information related to each requirement as necessary.

6. COST QUOTE

Include a cost breakdown for each item related to the required services. This shall include but not be limited to: pavement evaluation, annual software subscription costs, maintenance, and technical support.

Include a proposed payment plan based on the completion of various milestones or based on some other method.

7. SCHEDULE

Include a projected schedule for the various phases of the project as detailed in Item 3 – “Schedule” above.

8. ADDITIONAL INFORMATION

The Consultant may include any pertinent additional information in this Section.

**EXHIBIT I
REFERENCE INFORMATION
RFQ 24-1260**

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Email: _____
Date Contract Awarded _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Email: _____
Date Contract Awarded _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Email: _____
Date Contract Awarded _____

City of Dunedin
Purchasing Section
P.O. Box 1348
Dunedin, Fl. 34697-1348

EXHIBIT II
IMMIGRATION STATUS AFFIDAVIT

Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Contractor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility program requirements of the State of Florida and the United States of America.

I certify that the company shown below is in compliance and that I am authorized to sign on its behalf.

RFP/Bid # and Name _____

(Company) (Address)

I, _____ (Print Name), the _____ (Title)

of _____ (Company Name) swear or affirm that all the information on this affidavit and submitted with this bid or proposal is true, and that I am authorized to complete this affidavit on behalf of the firm.

(Signature) (Date)

The foregoing instrument was acknowledged before me this _____, 20__ by
_____ who personally known to me or who has produced _____

(type of identification) as identification and who executed the foregoing Affidavit of Contractor.

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Notary Public, State of Florida
My Commission Expires:

*Contractor - Submit with Bid or Proposal Documents

CITY OF DUNEDIN CONTRACT

THIS CITY OF DUNEDIN CONTRACT (“Agreement”), entered into this _____ day of _____, 2024 (“Effective Date”), is made by and between the CITY OF DUNEDIN, FLORIDA, a municipal corporation in the State of Florida (“City”), and _____, a _____ [Corporation/Limited Liability Company], authorized to do business in the State of Florida, with its principal address at _____ (“Contractor”)(collectively the “Parties”).

WITNESSETH:

WHEREAS, the City has previously determined that it has a need for Consultant Services for the Implementation of a Pavement Management System; and

WHEREAS, the City, after soliciting competitive proposals for such services pursuant to City of Dunedin Request for Proposal No. 24-1260 (hereinafter the “Request for Proposal” or “RFP”), the City has awarded this Agreement to Contractor for a total amount not to exceed \$ _____ (“Total Agreement Price”); and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated by reference.

2. Services to be Performed. Contractor hereby agrees to provide the City with Consultant Services for the Implementation of a Pavement Management System, as requested and more specifically outlined in the Exhibits to this Agreement. Contractor shall provide services of high quality in all respects, and the workmanship must be in accordance with customary standards of the various trades and industries involved with the services. Contractor acknowledges that it has read the specifications of the services to be performed and fully understands them.

3. Documents Compromising Agreement. This Agreement includes this contract document and the following Exhibits, which are incorporated herein by reference:

- a. City of Dunedin's Request for Proposal #24-1260 and all of its addenda and attachments issued on March 1, 2024 (Exhibit A);
- b. Contractor's Certificate of Insurance required under Section B of the Request for Proposal (Exhibit B); and

- c. Contractor's Proposal and all associated documents (Exhibit C).

If there is a conflict between the terms of this contract document and the above-referenced Exhibits, then the conflict shall be resolved as follows: the terms of this contract document shall prevail over the Exhibits, and the terms of the Exhibits shall be given preference in their above-listed order.

4. Time of the Essence. Time is of the essence for all work performed under this Agreement. If Contractor fails to promptly complete work under this Agreement, the City may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City.

5. Term of Agreement. The Agreement shall commence and be effective on the Effective Date and shall remain in effect until the completion of all services as determined by the City in its sole and absolute discretion, unless terminated sooner as provided herein.

6. Non-exclusivity. The City specifically reserves the right to contract with other entities for the services described herein or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.

7. Amendment. This Agreement may not be amended or modified except in writing executed by the Parties.

8. Assignment. The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the forgoing, Contractor's rights and obligations under this Agreement may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. The City may assign its rights and obligations under this Agreement to any successor to the rights and functions of the City or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

9. Termination without Cause. For and in exchange for an additional Ten dollars (\$10) of consideration, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause and without penalty or expense to the City, upon 30 days written notice to Contractor. Upon expiration of such time period, this Agreement shall be deemed terminated, all obligations under this Agreement shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination.

10. Termination with Cause. The City may terminate this Agreement with at any time immediately upon written notice to Contractor if: (a) Contractor fails to fulfill or abide by any of the terms or conditions specified in this Agreement; (b) Contractor fails to perform in the manner called for in this Agreement; or (c) Contractor does not provide services in accordance with the requirements of the specifications in this Agreement. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. If this Agreement is terminated by the City for cause, in addition to all other

remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

11. Compensation. In consideration of Contractor's faithful performance under this Agreement, the City agrees to pay Contractor, based on the submission of invoices for work completed, up to an aggregate maximum of the Total Agreement Price. All invoices shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes, as may be amended. All payments shall be due on the date established by the Local Government Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net 45 days from the date an invoice submitted in accordance with the Local Government Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of Contractor, where necessary.

12. Non-appropriation. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

13. Permits/Licenses; Compliance with Laws. Contractor must secure and maintain any and all permits and licenses required to complete the Agreement. Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the work performed under this Agreement, including but not limited to all rules and regulations related to safety and compliance therewith. The City shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing the work under this Agreement. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in this Agreement shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations.

14. Minimum Insurance Requirements. Contractor shall maintain a policy or policies of insurance throughout the entire term of this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given 30 days' written notice of cancellation, non-renewal, or adverse change to any policies. Contractor shall provide a certificate of insurance in accordance with Insurance Requirements, Section B of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as Contractor.

15. Indemnification.

15.1 The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its governing body, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees,

in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, excluding only those claims caused by the sole negligence of the City. This includes claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

15.2 Control of Defense. Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third-party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

16. Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

17. Controlling Law and Venue. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District

of Florida, Tampa Division. The Parties waive their right to trial by jury in any action, proceeding or claim arising out of or related to this Agreement.

18. E-Verify. Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Agreement, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Agreement. City may terminate this Agreement for cause if City determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. City will terminate this Agreement for cause if City has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the City has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but City determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, City will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Contractor is liable for any additional costs incurred by the City as a result of the termination of the Agreement.

19. Severability. If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

20. Electronic Signatures. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

21. Authority. The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the Parties executing this Agreement have full power and authority to bind their respective party to the terms hereof.

22. Piggybacking. Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

23. Foreign Countries of Concern. If the Total Agreement Price exceeds \$100,000, pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or

any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Contractor’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

24. Public Records. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City’s custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within 30 days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within 30 days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within 30 days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (727)298-3039

E-mail address: rschlichter@dunedinfl.net

Mailing address: City Clerk’s Office, 737 Loudon Ave Dunedin, FL 34698

25. Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to the City:
City of Dunedin
737 Loudon Ave. Ste 140
Dunedin, FL 34698
Attn: Director of Utilities

If to Contractor:

Attn: _____

With required copy to:
Bryant Miller Olive P.A.
One Tampa City Center, Suite2700
Tampa, Florida 33602

Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this section.

26. Public Entity Crimes. Pursuant to section 287.133(2)(a), Florida Statutes, as may be amended, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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, as may be amended, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By executing this Agreement and each and every renewal, Contractor certifies, represents, and warrants that, under the definitions of section 287.133, Florida Statutes, as may be amended: (a) neither Contractor nor Contractor’s affiliate(s) has (or have) been placed on the convicted vendor list and (b) neither Contractor nor Contractor’s affiliate(s) has (or have) been convicted of a public entity crime.

27. Scrutinized Companies. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it

submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately for cause if: (1) Contractor is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

28. Force Majeure. Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party; provided however, the Parties stipulate Force Majeure shall not include COVID-19 or any variant thereof, or a pandemic related thereto. For the avoidance of doubt, Force Majeure shall not include: (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than 30 consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.

29. Contractor Responsible for Subcontractors. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Contractor's assignee(s) or subcontractor(s), Contractor shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

30. Waiver. No waiver of any default or failure to perform by the City shall be valid unless set forth in writing by the City and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which the City may be entitled to on account of any such default or failure to perform.

31. Headings and Sections. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

32. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third party.

33. Entire Agreement. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

[The remainder of this page is intentionally blank. Signature page(s) follow(s).]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF DUNEDIN, FLORIDA

CONTRACTOR

ATTEST: _____
City Clerk

Contractor Company Name

By: _____
Mayor

By: _____
Signature

REVIEWED AND APPROVED AS TO FORM:

Print or Type Name & Title

By: _____
City Attorney

(Corporate Seal)

ATTEST: _____
Company Witness Signature

Print or Type Name & Title

City of Dunedin, FL

ROADWAY MANAGEMENT TECHNOLOGIES

RFP 24-1260

Consultant Services for the Implementation of a
Pavement Management System

April 2, 2024



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1. Letter of Understanding

April 2, 2024

City of Dunedin
Charles H. Ankney, CPPO
Purchasing Agent
737 Loudon Ave Suite 212
Dunedin, FL 34698

Dear Mr. Ankney,

On behalf of Roadway Management Technologies (RMT), thank you for the opportunity to present our proposal to the City of Dunedin. We have great respect for agencies seeking pavement management systems to improve their road network and increase their budget efficiency. We have read the entirety of the RFP and are confident that RMT can provide the services the City of Dunedin is seeking and agree to all terms within the RFP provided. Please accept this Letter of Understanding and the requested information contained in this document.

Legal Name: Roadway Management Technologies, LLC

Address: 425 W Capitol Ave, Suite 1202, Little Rock, AR 72201

Authorized personnel to make representations and submit RFP:

Candler McCollum, Chief Executive Officer and Jamie Weathers, Chief Operating Officer

Telephone No: Candler 501.626.1313 and Jamie 501.551.0780

Email: candler@roadmantech.com and jamie@roadmantech.com

Again, thank you for the chance to present our proposal to the City of Dunedin.

Respectfully,

A handwritten signature in black ink that reads "Candler McCollum".

Candler McCollum, CEO
Roadway Management Technologies, LLC.



2. Consultant's Qualifications and Experience

a. Consultant Profile Overview

RMT, headquartered in Little Rock, Arkansas, is dedicated to transforming pavement management by providing real-time, accurate, and insightful data to essential decision-makers across various levels of government. With additional offices located in Atlanta, Georgia, and Tampa, Florida, our dynamic team extends across six states, embodying our commitment to reach and efficiency. Proudly serving clients in 15 states, RMT is at the forefront of enhancing infrastructure decision-making nationwide.

RMT has developed a unique crowdsourced platform that provides agencies with Real-Time Pavement Performance Analytics (RPPA). We begin by mounting proprietary hardware sensors, known as RoadRunners, on agency-owned fleet vehicles. While these vehicles are used in their daily routine, RoadRunners passively collect comprehensive road quality data along the driven routes. RMT's technology transforms existing fleets into SMART (Signal Monitoring Assets in Real-Time) fleets capable of passively collecting data without requiring any outside effort from normal daily operations.

Equipped with big data, passively collected in the field by our RoadRunner hardware, RMT's cloud-based software platform uses machine learning and artificial intelligence to provide key insights to decision makers. With a user-friendly map-based platform, RMT's clients have access to actionable insights including real-time pavement conditions, rates of degradation, and a suite of tools for predictive modeling and quantitative analysis such as repair projects, preservation project prioritization, return on investment calculations, and budget analysis. Additionally, RMT's platform integrates Average Annual Daily Traffic (AADT) data to evaluate the impact of traffic volume on road quality.

In both 2019 and 2020, RMT's revolutionary technology was endorsed by the Arkansas Economic Development Commission (AEDC) by receiving two tranches of the coveted Technology Development Program Investment (TDP). RMT is honored to have received the American Public Works Association Top Technology award consecutively in 2021, 2022, and 2023.

Roadway Management Technologies is committed to providing the services listed in this proposal with a highly qualified and experienced team with:

- Over 60 years of combined pavement management and preservation experience
- Over 45 years of experience in custom software development
- More than a decade of experience in machine learning and AI modeling and electrical engineering experience.

RMT stands as the pioneer in offering the world's only fully automated solution, encompassing the entire process from data collection to analysis. Our innovative approach to road data collection and analysis began in 2019 and has compelled the industry to embrace new methodologies. Leveraging technological advancements such as crowdsourcing, machine learning, and AI, RMT consistently conducts similar projects for numerous municipalities across the United States on an ongoing basis, avoiding the limitations of one-time surveys that quickly become outdated.

As a provider of Real-Time Pavement Performance Analytics and pavement management services, our committed team of experts look forward to an interview opportunity to answer any questions you may have.

b. Key Project Member Resumes

CANDLER MCCOLLUM

Founder & CEO

Candler McCollum is the CEO and co-founder of RMT. Candler's experience in crowdsource technology coupled with his passion for problem solving led him to develop a revolutionary artificial intelligence and machine learning platform dedicated to road preservation and budget efficiency. H



is role during this project is to provide oversight and direction of execution. He will be available to provide briefings as required and ensure customer satisfaction through routine engagement with the City of Dunedin and RMT staff. Additionally, Candler will work with the key personnel at the City of Dunedin to define and prioritize new feature development within the RMT platform based on customer feedback. This partnership ensures that RMT is always addressing the real issues that the end users are facing and allows RMT to continue to focus development efforts on impactful solutions for the City of Dunedin.

JAMIE WEATHERS
COO

Jamie Weathers is the Chief Operating Officer at RMT. He is a dynamic operations, logistics, and transportation professional who comes with over two and a half decades of experience gained while serving in the United States Marine Corps and private sector. His previous position with the Marine Corps, before retiring, was the Section Head of Amphibious Programs at the Pentagon in Washington, DC. His most recent position as the Director of Operations at Material Resources, Inc. provides him with a unique and qualified background in pavement preservation and maintenance. Working as a contractor focused on pavement preservation provided him with first-hand knowledge of the process and directly see the benefits.

Jamie will be the main point of contact for contract-related matters. He will oversee the day-to-day execution of RMT's staff to ensure all facets of the contract are met and exceeded. He will promote cross collaboration between departments, ensuring timelines are met, customer inquiries are answered timely, and overall customer satisfaction is provided.

WILL BATES
CTO, Principal Engineer

Will Bates is the Chief Technology Officer and co-founder of RMT. With a passion for computers, Will graduated with honors from Auburn University, receiving a Bachelor of Electrical Engineering, Computer Engineering, and Computer Sciences. He went on to obtain a Master of Electrical and Computer Engineering from the Georgia Institute of Technology, with a focus on machine learning and high-performance parallel computing.

Will went on to have a successful career as a Software Engineer before co-founding RMT. His everyday responsibilities as CTO include the development of state-of-the-art algorithms and firmware & hardware for the automated camera systems, hardware design of all vehicle sensor systems, management of the software engineering team, and website application architecture. He is also responsible for leading technology strategies and research on methods and technologies.

Will's role during this project will be providing direction to the Technology Department to ensure interfacing and functionality of RMT's platform continues to meet the needs of the City of Dunedin. He will drive and oversee enhancement development and updates, dashboard functionality, data processing, and reporting accuracy.

MINJI SUH
Dedicated Software Engineer

Minji Suh is a versatile professional experienced in software engineering and instructional design. With expertise in web application development and course modification, Minji delivers efficient solutions and engaging user experiences. Collaborative and results oriented, Minji drives continuous improvement and innovation in software development. Minji will directly supporting he City of Dunedin's account ensuring any software related questions or concerns are addressed while providing the backend support to ensure RMT's platform is running smoothly and always evolving to better support the City of Dunedin.



KYLE FULLERTON
Installation Specialist

Kyle is a skilled vehicle installation specialist known for his expertise in equipping a wide range of vehicles with advanced systems and technology. With a strong background in electronics and automotive mechanics, Kyle excels at installing, testing, and maintaining RMT's RoadRunner systems. He has a keen eye for detail and a commitment to precision, ensuring that every installation meets the required specifications. Kyle's troubleshooting and repair skills are top-notch, allowing him to quickly diagnose and resolve any issues that arise. His dedication to safety and adherence to industry standards make him a trusted professional in the field. Whether working on personal cars, commercial fleets, or emergency vehicles, Kyle delivers high-quality installations and exceptional customer service.

DEREK HILL
Project Manager

As a detail-oriented individual, Derek approaches all tasks with a high level of focus. That, combined with a strong technical skill set has given him the ability to learn new concepts quickly. He's a self-motivated worker willing to put in the necessary time to accomplish what needs to be done. His architectural background provides him with a unique ability to translate customer conversations into product development ideas to streamline user interfacing and experience within RMT's platform.

Derek will spearhead the onboarding process for the City of Dunedin. He will have full access to the RMT team and their resources. His role will encompass a thorough introduction to the RMT system, ensuring that all parties are well-informed and comfortable with the technology and processes from the outset.

The onboarding will include detailed presentations, documentation, and FAQs to address any preliminary questions or concerns that the agencies might have.

c. Project Manager Success Plan

Weekly Meetings and Training Sessions:

To maintain open lines of communication and facilitate a smooth adoption process, Derek will organize weekly meetings with the City of Dunedin. These meetings will serve as a platform to discuss progress, resolve any issues, and provide updates on upcoming steps and requirements.

Training sessions will be tailored to the specific needs of the City, ensuring that staff are fully equipped to utilize the RMT system effectively. These sessions will cover both the operational and technical aspects of the system.

Providing Necessary Information and Support:

Derek will act as the primary source of information and support the City of Dunedin throughout the project. He will ensure that all parties have access to the resources and guidance needed to navigate the onboarding process efficiently. He will be responsible for addressing any queries or challenges that arise, offering solutions and advice to keep the project on track.

Coordination of Vehicle Installations:

Collaborating closely with RMT's installation team, Derek will oversee the scheduling and execution of vehicle installations, ensuring they are carried out with minimal disruption to the City's daily operations. He will work to accommodate the operational schedules for the City, aiming for the most convenient and least intrusive installation process possible.

Executive Support from Jamie Weathers:

The involvement of Jamie Weathers, RMT's COO, underscores the project's importance to RMT and provides an additional layer of support and assurance. Jamie will be available to assist with high-level decisions, resource allocation, and strategic guidance, ensuring the project's success.

Under Derek Hill's leadership, with the backing of Jamie, RMT is committed to a seamless integration process for the City of Dunedin, emphasizing effective communication, personalized support, and minimal operational disruption. This structured approach is designed to ensure the successful deployment of RMT's system, aligning with the project's goals and timelines.

d. References

Below is a compilation of references from five existing multi-year customers. RMT has built a reputation for customer success by crafting tailored solutions for government agencies, streamlining complex data sets and processes into user-friendly solutions comprehensible to all levels of personnel. Our Software as a Service (SAAS) model has proven to be both valuable and cost-effective for agencies of all sizes.

- Van Buren County, Arkansas was one of our first customers dating back to December 2019. They have been using our Real-Time Pavement Performance Analytics data to monitor their road quality for routine maintenance and creation of preservation projects. The county has been successful in using RMT's data to qualify and receive federal grant funds.
- Cabot, Arkansas has been a customer since January 2020. They utilize our Real-Time Pavement performance Analytics data to monitor their road quality for routine maintenance and creation of preservation projects as well. As a small city they employ a small staff and take full advantage of RMT's web-based platform to quickly analyze their road network to stay ahead of potential problem areas.
- Washington County, Arkansas joined the RMT team in July 2021. They use our full suite of systems: Real-Time Pavement Performance Analytics, Work Order Management system, and Fleet Management system. As one of the larger counties in the state, they perform in-house preservation and rely on the data our RoadRunner systems collect to identify trouble areas in their road network, monitor deterioration, create preservation projects, and budget scenarios. Through the Work Order Management system, they can dispatch crews to address problem areas and track their fleet during the process.
- Frankfort, Kentucky and RMT have had a relationship since July 2022. They use our Real-Time Pavement Performance Analytics data to monitor their road network and our Fleet Management system to track their fleet of vehicles. Like most municipalities, Frankfort struggled with one-time surveys, their timeliness, and lack of data interface across multiple systems. RMT's single platform streamlined this inefficiency while providing updates to their network daily.
- Huntington, West Virginia released an RFP similar to the City of Dunedin, and in October 2023 RMT was awarded the contract and immediately got to work for Huntington. Their Public Works Director and his staff did not have time to continually conduct windshield reviews of their road network, and realized when they did, it was subjective by human nature and easily scrutinized by constituents. Through RMT's Real-Time Pavement Performance Analytics data, Huntington now has a holistic view of their road network, updated daily, with the ability to provide objective data.

Through our partnerships with engineering firms and pavement preservation contractors, RMT has been able to customize our platform's capabilities and functionality to meet the unique needs of our clients in budgeting, planning, and developing paving projects. Over the past two months alone, RMT has successfully onboarded five new customers, providing ongoing pavement management analysis programs to inform and drive their pavement preservation efforts.

We are confident that given the opportunity for an interview, the City of Dunedin will recognize the value of our system, and we believe that the offering it provides will exceed expectations. Please feel free to contact any of the customers below to validate our data's accuracy and platform's capability. Also, visit our website at <https://www.roadman.tech> and watch video testimonies from Van Buren County's Judge and Cabot's Mayor (scroll about 2/3 down the landing page).



ORGANIZATION	CONTACT	PHONE/EMAIL	DATE AWARDED
Van Buren County 1414 Highway 65 Clinton, AR 72031	Dale James County Judge	501-745-2443 vbcjudge@artelco.com	December 2019
City of Cabot 101 N 2 nd Street Cabot, AR 72023	Ken Kincade Mayor	501-843-3566 kenkincade@cabotar.gov	July 2020
Washington County 280 N. College Ave Fayetteville, AR 72701	Jeff Crowder Road Dept. Director	479-444-1610 jcrowder@washingtoncountyar.gov	July 2021
City of Frankfort 315 W 2 nd Street Frankfort, KY 40601	Ray Richardson Engineering Technician	502-352-2091 rtrichardson@frankfort.ky.gov	July 2022
City of Huntington 800 5 th Avenue Huntington, WV 25701	Mark Bates Dir. of Public Works	304-696-5540 ext. 2011 batesm@huntingtonwv.gov	October 2023

3. Project Approach

a. Methodology

RMT recognizes the critical need for accurate, real-time pavement condition data to inform maintenance and preservation decisions. Our solution utilizes proprietary hardware sensors, known as RoadRunners, mounted on agency-owned fleet vehicles. These sensors passively collect comprehensive road quality data, transforming existing fleets of vehicles into SMART (Signal Monitoring Assets in Real-Time) fleets capable of gathering data without requiring additional effort or disrupting daily operations.

The RoadRunner system consists of a main enclosure with motherboard mounted under the vehicle, a GPS antenna mounted on the windshield, and two sensors that are mounted on each side of the front axle / lower control arm. These state-of-the-art sensors collect data at a rate of 52,000 data points per second. Both the motherboard and sensors are enclosed in an IP68 rated enclosure with aircraft grade plugs to ensure reliability and sustainability. All parts used in RMT’s RoadRunner systems conform to, or exceed, industry standards in strength, quality, and workmanship.

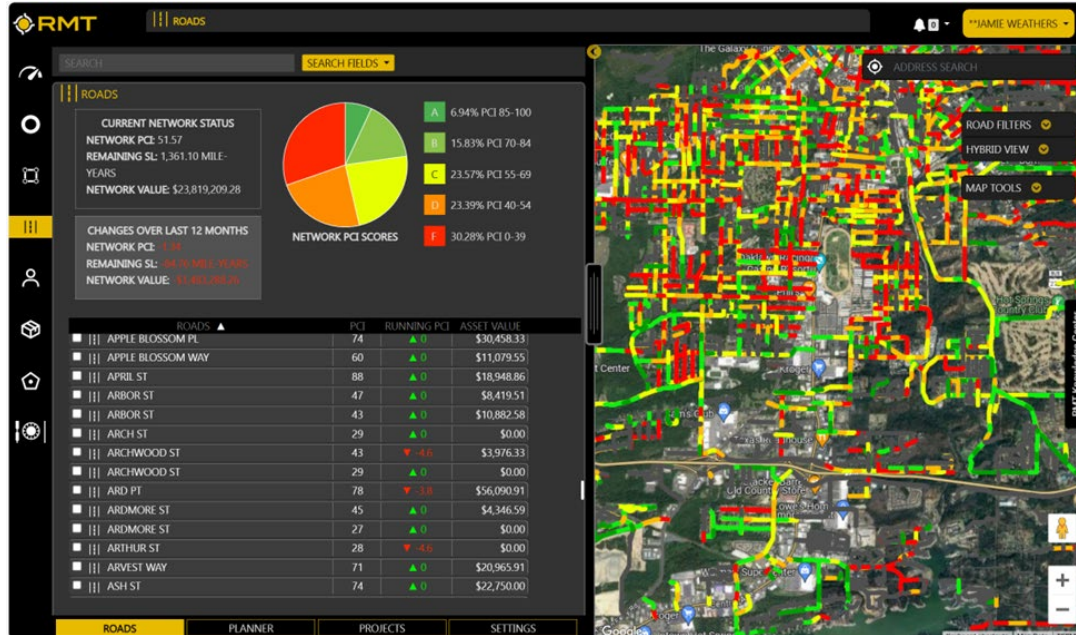
In addition to RMT’s RoadRunner’s vibrational and gyroscopic data collection, RMT also equips selected agency fleet vehicles with camera systems that capture surface images of pavement condition every 75ft as the vehicles travel throughout the network. Once images are collected, they are uploaded to the cloud where our proprietary machine learning and AI process the images to ensure appropriate lighting and field of view before qualifying an image and ingesting it into the platform. These images are stored in increments of 30 days as they are collected providing each agency’s staff with a current view and a historical view of the road’s condition.

When equipped vehicles in each agency travel each other's roads, they will be collecting additional data points for each other without any needed interaction. Our crowd-sourced data collection platform leverages existing fleet vehicles to gather data daily, reducing the time, cost, and labor typically associated with traditional pavement survey methods. This process is supplemented by our advanced AI and machine learning algorithms that process and analyze the data, providing real-time insights into pavement conditions, rates of degradation, and actionable intelligence for maintenance planning.

High-Frequency Data Collection:

Unlike traditional methods that might collect data annually or bi-annually, or more recent modern methods of video evaluations which require manual calibration and intentional trips down the road, RMT’s RoadRunner's passive collection capability allows for more frequent and accurate data updates 365 days a year. This continuous data collection approach ensures that the City of Dunedin has access to the most current pavement condition information, facilitating timely and informed decision-making. **Figure 1. below:**

****Figure 1:** Demo account example, does not reflect real data



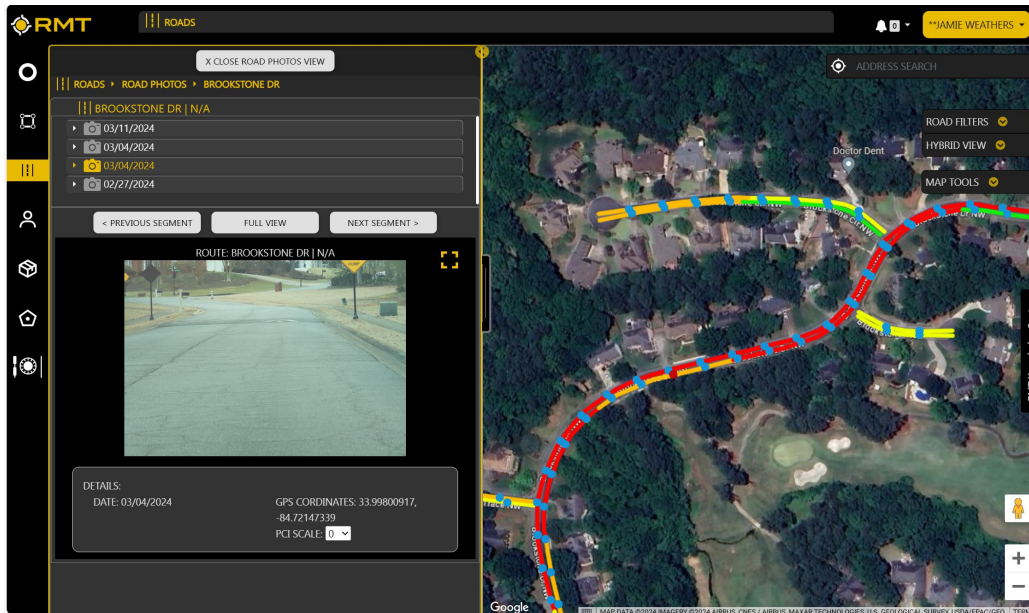
RoadRunner Hardware Deployment:

RMT will send our team to install our proprietary RoadRunner hardware on selected fleet vehicles for each agency. The hardware is designed and manufactured specifically for monitoring and reporting pavement surface condition data in real-time. All data collected by the RMT system is collected passively and requires no interaction from the driver. All hardware and software systems provided to the agencies will be new and complete units ready for operation and are warranted indefinitely.

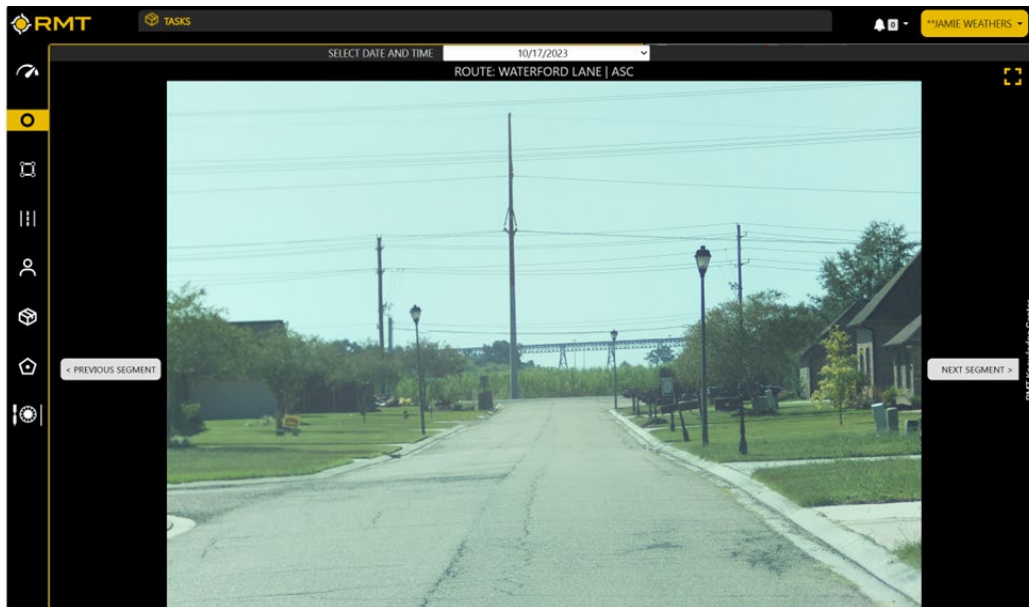
As these selected vehicles travel throughout the network the road data and images are collected and stored on the hardware. Capturing data on all lanes in both ascending and descending directions. Providing a holistic view of the network due to lanes often deteriorating at different rates, allowing for end users to make data driven decisions based on the entirety of the segment not just 100ft segment or average.

Once the vehicles park at the end of the day the data is uploaded to the cloud and processed. The processed data is displayed on RMT’s interactive web-based software platform, along with other valuable preservation planning and execution tools, for the agencies to analyze and make informed decisions. This method ensures comprehensive coverage of the 127 miles of city-owned roadways, without disrupting traffic or requiring dedicated survey vehicles. **See Figures 2 and 3 below:**

****Figure 2:** Demo account example, does not reflect real data



****Figure 3:** Demo account example, does not reflect real data



b. Data Processing and Analysis

AI-Powered Data Analysis:

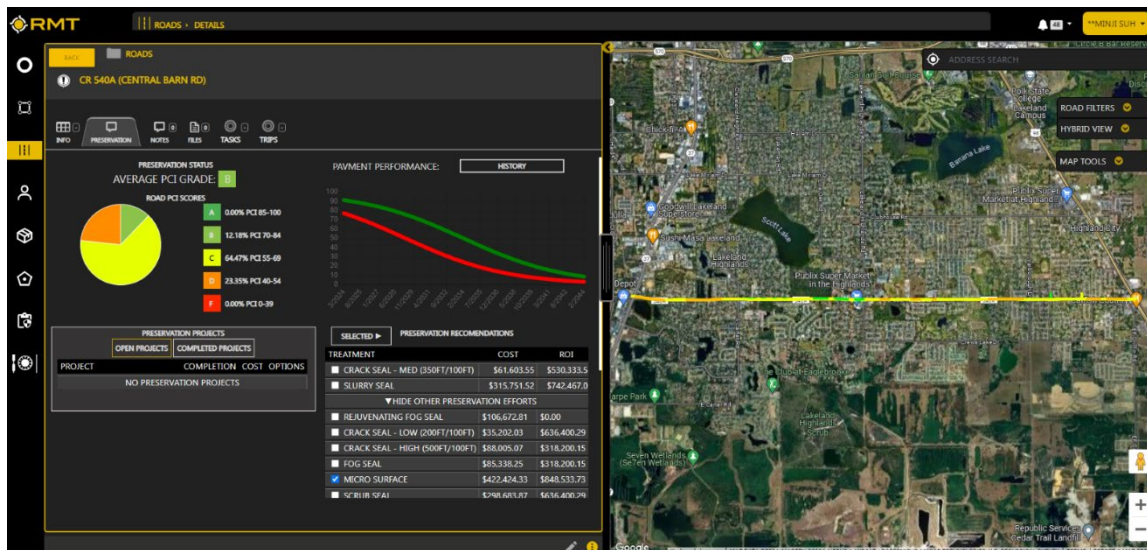
Upon data collection, RMT utilizes proprietary AI algorithms to analyze the imagery, vibrations, and gyroscopic data to extract accurate pavement condition ratings. This process includes identifying and categorizing pavement distress types such as cracking, rutting, and potholing, which are critical for assessing overall pavement health. Our methods of scoring are Pavement Condition Index (PCI) based on ASTM standard D6433 with additional IRI Scoring. See Figure 4 below:

****Figure 4:** Demo account example, does not reflect real data



We acknowledge the legitimacy of your concerns regarding the variability among lanes, particularly in the context of multi-lane roadways. To address this, our methodology has been meticulously designed to include the assessment of each lane in both ascending and descending directions, thereby ensuring a comprehensive evaluation of the network. This systematic approach not only facilitates a detailed scoring of the entire network but also incorporates considerations for material costs associated with potential maintenance and repair strategies. By integrating these cost factors into our assessment, we can provide a thorough analysis that not only captures the unique characteristics and conditions of each lane but also offers insights into the financial implications of preserving and enhancing the roadway infrastructure. This holistic evaluation strategy ensures that our analysis delivers a profound understanding of the roadway's overall condition, coupled with actionable intelligence on optimizing maintenance expenditures for the utmost efficiency and sustainability. See Figure 5 below:

****Figure 5:** Demo account example, does not reflect real data



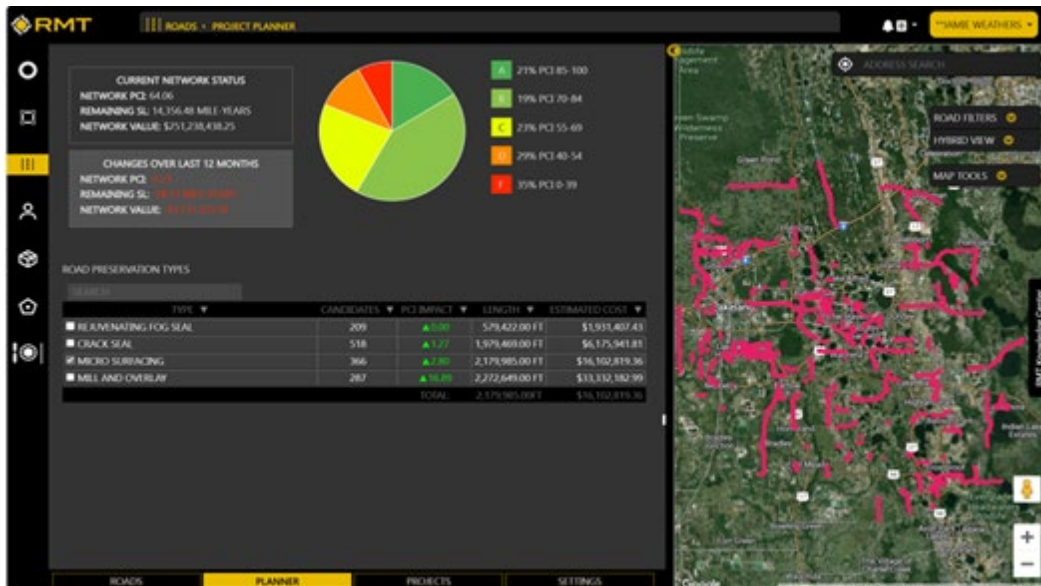
Unlimited Users:

RMT operates on a model that eliminates per-user fees, enabling agencies to extend system access to an unlimited number of employees without concern for escalating costs. This approach ensures that agencies can tailor systems to their specific needs, assigning roles and access rights in alignment with each employee's responsibilities and the requirements of their position. This flexibility facilitates efficient data reference and utilization across various counties and municipalities. Furthermore, RMT's dedicated team is committed to supporting agencies through the onboarding process, offering comprehensive training to ensure users are proficient in leveraging the platform to achieve their objectives effectively.

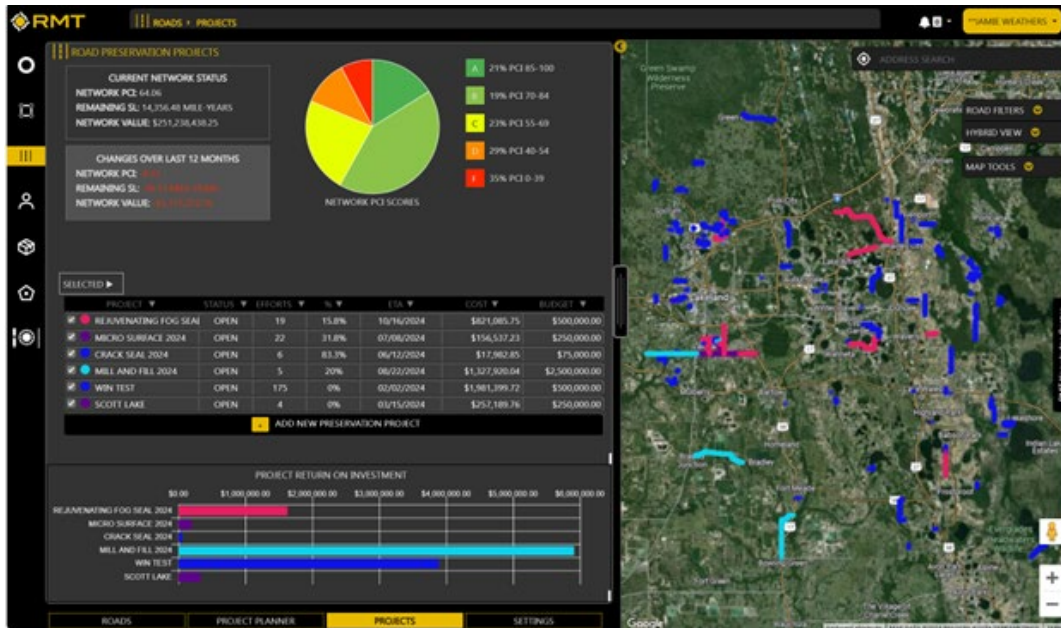
Configurable:

The software offers full customization to align with an agency's specific repair strategies, financial planning, and managerial objectives. Our operations team is committed to closely collaborating with each agency, ensuring a deep understanding of these critical parameters and providing comprehensive training on their integration into the system. This adaptive approach ensures that the Pavement Management Program dynamically responds to the introduction of innovative methods, updates in budget allocations, and shifts in management priorities over time, resulting in a system that progressively evolves to meet the unique needs of each agency. See Figures 6, 7, and 8 below:

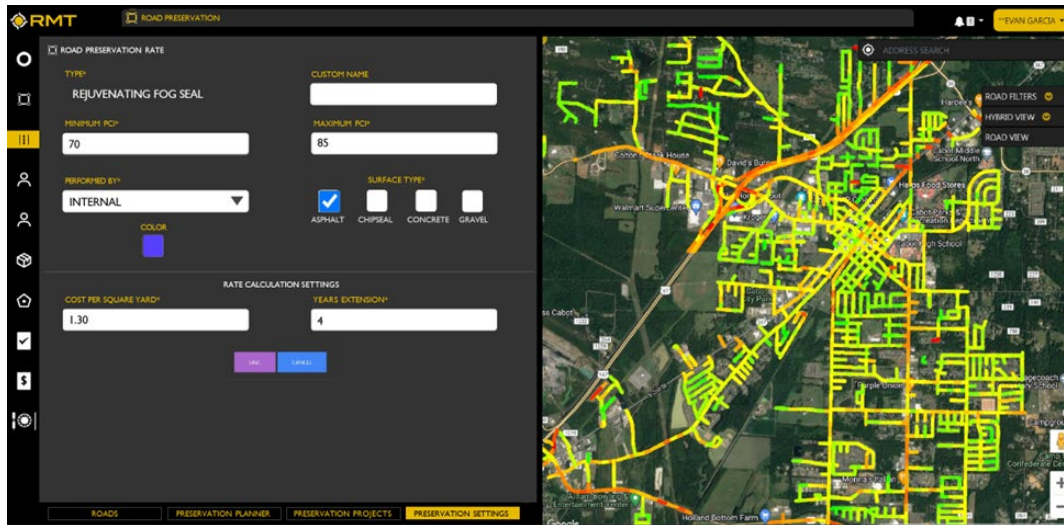
****Figure 6:** Demo account example, does not reflect real data



****Figure 7:** Demo account example, does not reflect real data



****Figure 8:** Demo account example, does not reflect real data



Data Importing:

RMT's specialized integration teams are dedicated to assisting agencies in transferring all relevant historical data collected up to the present, covering the 127 miles specified in the RFP. This process necessitates the ability to export historical data from the existing legacy system where it is currently stored.

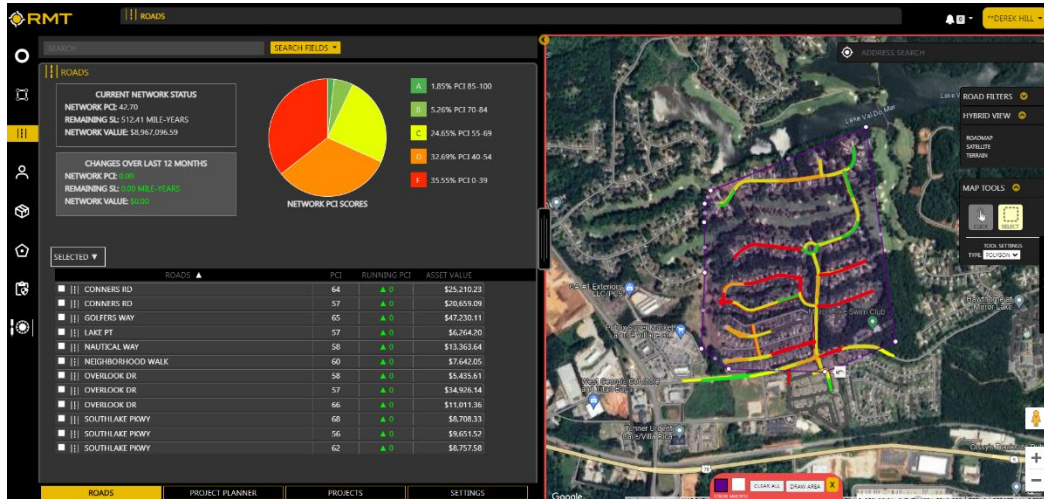
Data Exporting:

Data stored in the RMT system can be seamlessly exported according to the needs of the agency, utilizing custom dashboards, .CSV files, or ESRI GIS shapefiles. Additionally, we offer the capability to automate the export process, enabling the generation of reports on a weekly, monthly, quarterly basis, or any other interval tailored to the specific metrics and requirements set forth by the agencies.

Network Segmentation / PCI Reporting:

RMT’s system will segment data to the agency's preferred specifications based on the shapefile information in the GIS database. The system can also geofence objective data based on specific parameters such as districts to monitor performance in different areas of the network. In segmenting the network into geofenced areas, a hierarchical structure is employed, where a parent account encompasses the entire network, and subsidiary accounts contain data specific to the delineated districts. See Figure 9 below:

****Figure 9:** Demo account example, does not reflect real data



Visualization:

RMT's platform features a color-coded map that transitions from green to red, effectively illustrating the severity of distress across the network. Additionally, the system enables agencies to engage with the map directly, allowing them to access specific images from any location on the road that corroborate the identified distress.

c. Data Integration and Accessibility

GIS Integration:

RMT's deliverables will be fully compatible with the City’s existing GIS-enabled databases. Our team will work closely with the City of Dunedin to ensure seamless integration, including providing GIS shapefile layers or geodatabases containing mapped pavement segments and condition ratings, complete with a user-friendly color-coded system.

Interactive Data Platform: Beyond static GIS data, RMT offers an interactive, web-based platform where City stakeholders can access, visualize, and interact with the collected pavement condition and ancillary data. This platform includes features such as dynamic filtering, trend analysis, and custom report generation, enhancing the utility of the data for planning, maintenance, and communication purposes.

d. Scalability and Futureproofing

Scalable Solution:

RMT's approach is designed to be scalable, accommodating future expansions of the project scope or additional data collection efforts without significant increases in cost or complexity. This ensures that the City of Dunedin’s investment in our solution remains valuable long-term, supporting evolving planning and maintenance needs.

Innovation and Continuous Improvement:

As part of our commitment to providing state-of-the-art solutions, RMT continuously invests in R&D to enhance our technology and methodologies. This commitment means that the City of Dunedin will benefit from ongoing improvements and innovations in pavement condition assessment and asset management technologies.

e. System Security

Anti-virus and Internet Vulnerability:

RMT ensures that its software remains secure against evolving cyber threats by incorporating ongoing security for anti-virus and internet vulnerability management through the implementation of a robust security framework. This includes regular updates to antivirus software to protect against the latest threats and automated vulnerability scans to identify potential security weaknesses. RMT employs a systematic approach to patch management, ensuring timely deployment of security patches and updates to address identified vulnerabilities. The system is designed to distribute patches efficiently, minimizing disruption to operations while maintaining high levels of system security.

Data Backup and Archives:

RMT utilizes Amazon Web Services and provides daily backups and archiving of our services. This approach offers a secure and long-term approach to data retention.

f. Cost Control

Software as a Service (SAAS):

RMT operates on a SAAS model, which inherently differs from traditional project-based pricing structures. Under the SAAS model, the pricing is subscription-based, offering access to our software over the internet without requiring physical installation or maintenance by the client. This model allows for more predictable and lower upfront costs, with the flexibility to scale based on your usage and needs. The items below address how this impacts our pricing structure compared to what you might see from other companies.

Fringe Benefits and Overhead:

Traditional projects often include charges for fringe benefits and overhead to cover labor and operational costs. In our SAAS model, these costs are integrated into the subscription fee, eliminating the need for detailed breakdowns. Our model ensures that you're not directly charged for each aspect of labor and overhead, providing a more streamlined and cost-effective solution.

Profit:

Profit margins are built into the subscription price, providing transparency and predictability in costs. Unlike project-based pricing, where profit can vary based on the project scope and duration, our SAAS model offers a consistent pricing structure.

Total Project Cost:

The total cost under our SAAS model is the sum of your subscription fees over the period of use. This contrasts with project-based pricing, where the total cost includes the sum of labor, materials, overhead, profits, and any other project-specific expenses. Our model ensures that you have clear visibility into your expenses without the complexity of a multi-line-item breakdown.

Our SAAS model is designed to offer simplicity, predictability, and value. We believe this model serves our clients' best interests by providing a high-quality service at a predictable and reasonable cost.

Summary:

RMT's comprehensive technical approach and methodology are designed to meet and exceed the requirements set forth by the City of Dunedin's Consultant Services for the Implementation of a Pavement Management System. Our advanced data collection hardware, AI-powered analysis, and commitment to quality assurance ensure that the City receives accurate, reliable, and actionable pavement condition data with the ability to manage it. Combined with our ancillary data collection capabilities and seamless data integration processes, RMT offers a future-proof and scalable solution that supports the City of Dunedin's mission to maintain and improve roadway infrastructure efficiently and effectively.

g. Software Implementation (2.4 Items)**2.4.1 Web-based software, inclusive of free data hosting for the initial contract year.**

RMT's platform operates entirely on cloud technology, ensuring seamless access from any device authorized by the City and connected to the internet. This feature guarantees that all users can engage with the data instantaneously, regardless of their location. Moreover, it enables field teams to directly upload notes, photos, and annotations while on-site, facilitating immediate updates throughout the system and enhancing the efficiency of data management and communication. There are no data hosting fees associated with RMT's Pavement Management System.

2.4.2 Be highly configurable to allow refinement in the future and expansion to other asset types. As much, must have the capability of being configured to be tightly integrated a broader infrastructure asset management system utilizing the same software.

The software is completely customizable based on the City's repair methods, budget, and management goals. Our operations teams will work diligently to understand these parameters and train the City on how to input them into the system. This method allows the Pavement Management System to evolve in real-time as new methods are implemented, new budgets are released, and management's goals/focus change over the years yielding a dynamic system that grows with the city. RMT's full suite also expands into Asset & Work Order management that can be built out past just pavement management allowing the City the flexibility to expand in more features encompassing all assets.

2.4.3 Store all pavement condition data and convert that data to user-defined condition indices.

RMT collects comprehensive pavement condition data using various methods such as automated road condition assessment tools, and sensors. This data includes information on cracks, potholes, rutting, roughness, and any other relevant pavement distress parameters. Our algorithms convert the raw pavement condition data into user-defined condition indices. These indices reflect the overall condition of the pavement based on the specific needs and priorities of the users.

2.4.4 Have a flexible table structure that will allow for adding additional attributes to existing tables and creating new tables for additional types of data without requiring additional software development.

RMT uses a relational database which allows for flexible data structure columns. These columns can hold complex data objects that can be easily modified by adding new attribute fields. This approach provides flexibility while still allowing for data integrity and querying capabilities. By using this approach we will not require additional software development to accomplish the addition of new attributes to existing or new tables.

2.4.5 Must allow for unlimited number and types of pavement distresses. The software must allow for user-defined condition data including at least three levels of severities and at least six levels of extents.

RMT's software can create a table or collection to store unlimited distress types. Each distress type can have attributes such as a unique identifier, name, and description. This table will allow for the addition of new distress types without requiring changes to the software code. The software is flexible and adaptable, allowing for unlimited types of pavement distresses and user-defined condition data with multiple levels of severities and extents.

2.4.6 Must allow for unlimited types of pavement repairs.

RMT's system comes equipped with a comprehensive set of industry-standard repair types and offers the flexibility to incorporate an unlimited variety of pavement repair techniques. As new methods are developed or City-specific techniques are introduced, the software can easily be updated to include these additions. This versatility makes it an effective tool for managing diverse maintenance strategies both now and in the

future. This flexibility ensures organizations are not constrained by the software when choosing the most suitable repair approach for any particular circumstance. Please reference Figures 6 and 8 above.

2.4.7 Must allow for deterioration of individual distress indices as well as general condition indices within the system. The system must allow the user to define an unlimited number of performance models by pavement type or repair treatments by deteriorating any condition indices over time.

RMT's software plays a vital role in predictive maintenance planning through its support for deterioration modeling and performance model creation. The system includes specialized tools that provide real-time visualization of deterioration models, demonstrating the impact of various treatments and repairs on the degradation curve. This feature allows organizations to predict pavement conditions and schedule maintenance activities proactively, before severe deterioration sets in. By doing so, they can optimize their maintenance budgets and extend the service life of their roads.

2.4.8 Must have unlimited flexibility in creating decision trees, pavement repair strategies and performance models. These are to be based on user-defined decision and performance variables available in the database.

Our platform possesses the capability to offer unlimited flexibility in developing decision trees, pavement repair strategies, and performance models. These elements would be constructed based on user-defined decision and performance variables within the database. This ensures that the system can adapt to a wide range of scenarios and user requirements, making it a versatile tool for pavement management and planning.

2.4.9 Must calculate benefit of any given repair based on a standard benefit definition utilizing of the area between the "current" performance model and the "potential" repair-specific performance curve. The system must provide the ability to allow users to modify the defined standard benefit of a potential repair with any user-specific variables that may be contained within the database such as risk, traffic, safety, importance, etc.

RMT's software features a repair benefit calculation tool that allows for customization based on unique variables, offering a refined method for assessing repair options. This enables organizations to take into account a broad spectrum of factors in their decision-making process, ensuring that the chosen repairs deliver optimal value. Please reference Figure 5 above.

2.4.10 Have the capability to analyze various "what if" scenarios to determine future funding needs and alternative repair scenarios. Users must be able to apply unlimited constraints to any analysis. When running optimization scenarios, user-defined constraints will include but should not be limited to: Budgets, Budgets by repair type (preservation, rehabilitation, reconstruction), Budget by maintenance or areas within the City, Condition indices, Maximum percentage of pavements below a specified condition threshold, & Other levels of service as user-defined

RMT's system is equipped to evaluate "what if" scenarios, facilitating proactive planning and resource allocation. With the capability to accommodate unlimited constraints, our platform enables organizations to comprehensively examine potential future scenarios. This ensures that they are well-prepared for various funding and operational circumstances. Please reference Figure 7 above.

2.4.11 Provide unique multi-year work plans that identify the type of repair and associated costs for all pavement segments for each year of the analysis period for any funding or performance scenario.

RMT's system provides tools for multi-year work planning, assisting organizations in formulating long-term maintenance and budgeting strategies. This feature is crucial for maintaining consistent pavement quality over time and maximizing the efficiency of resource utilization.

2.4.12 Allow for the running of scenarios utilizing an optimized solution that selects projects and groups of projects which provide the maximum benefit solution for the defined constraints.

RMT's system features optimization functionality that enables the selection of projects with maximum benefit within defined constraints, even providing a net ROI dollar metric benefit. This addresses the challenge of limited resources effectively. By pinpointing the most impactful projects, the platform ensures that investments in pavement repair result in the highest possible return, based on the real-time conditions of the network and ongoing monitoring of project performance.

2.4.13 The optimization scenario functionality must have goal setting capabilities to determine the specific optimized projects that would need to be completed yearly to meet any user-defined goal or set of goals.

RMT's platform features goal-setting capabilities within its optimization scenarios, enabling organizations to align their pavement management activities with overarching objectives. This ensures that pavement maintenance efforts are effectively contributing to the attainment of the City's broader strategic goals.

2.4.14 Allow for analysis to consider any planned utility projects so as to ensure that streets are not selected for repairs if utility work is planned as identified in the City's CIP on those streets.

RMT's platform has the capability to consider any planned utility projects, ensuring that streets slated for utility work are not selected for repairs. By integrating various utility GIS files, the system aids in identifying future repair efforts based on user data inputs, allowing for informed decisions on whether to include or exclude roads during planning and project creation.

2.4.15 Allow for the yearly automated updating of the individual pavement condition indices based on construction history data. Repair exclusion years, condition improvement rules, age counters and treatment counters to be used in the optimization scenarios shall be user-defined.

RMT's system updates pavement condition indices automatically based on construction history, providing real-time data for informed decision-making. This ensures that maintenance plans are consistently based on the latest information, thereby enhancing the effectiveness of the pavement management strategies chosen by the user.

2.4.16 Allow for the linking and storing of electronic documents and images including photos, construction documents, testing results, etc. related to each specific pavement management section.

The RMT system includes a dedicated section for users to upload essential documents, notes, images, or files. By facilitating the linking and storage of electronic documents and images, this feature addresses the challenge of managing extensive data related to pavement management. It centralizes information, making it readily accessible for analysis and planning purposes.

2.4.17 Provide standard report capabilities including configurable graphs, charts and GIS mapping and the ability to develop customized reports within the application.

RMT's executive dashboard contains various reporting features (graphs, charts, etc.) and provides a comprehensive solution for analyzing and presenting real-time pavement condition data. This enhances an organization's ability to communicate effectively with stakeholders and make informed decisions.

2.4.18 Must be able to access data through various methods: Feature rest service, SQL-based connection, Exportable to Excel (xlsx).

RMT's pavement management system caters to the need for versatile data management and analysis by offering various data import/export and access methods. This ensures that users can handle pavement condition data in the most convenient and effective manner tailored to their specific requirements. Please reference Data Importing and Exporting on page 13.

2.4.19 Provide forward and downward facing images accompanied by an ID spreadsheet.



RMT's platform enhances the visualization and tracking of pavement conditions by providing images alongside road IDs. This feature is crucial for conducting detailed condition assessments and accurately planning maintenance activities. Please reference Figures 2 and 3.

2.4.20 Ability for a visual map driven dashboard displaying current and projected road network conditions by year as well cost view within the dashboard.

RMT's visual map-driven dashboard feature offers a dynamic solution for visualizing both current and projected road conditions and costs. This tool enhances strategic decision-making by providing a comprehensive overview of the road network's status, enabling effective resource allocation and facilitating long-term planning efforts.

2.4.21 Provide user the ability to toggle feature for displaying road conditions.

RMT's toggle feature for displaying road conditions directly caters to user needs for tailored data visualization. This functionality enables users to customize the system's output to meet diverse analytical needs, enhancing usability and ensuring that the system can deliver pertinent information across a broad spectrum of scenarios.

2.4.22 Provide user the ability for a public facing dashboard and an internal dashboard presenting detailed data.

By providing both public and internal dashboards, RMT offers a solution for the diverse needs of stakeholder communication and detailed internal analysis. This dual approach ensures that both the public and internal stakeholders have access to appropriate levels of information, fostering transparency while supporting detailed operational planning and decision-making.

4. Cost Quote

RMT's Real-Time Pavement Performance Analytics service is priced at \$35,178 annually for a network spanning 127 centerline miles. Operating on a SAAS model, our pricing is based on the mileage of the City's road network. There are no extra charges for hardware, installation, or maintenance, and no additional onboarding or startup fees are applicable. The RMT system entails a four-year commitment with annual payments. Agencies have the flexibility to opt out within 30 days each year. This structure secures the cost per year, ensuring budget predictability and financial stability, while providing the flexibility to reassess the partnership annually without long-term risk.

Cost Breakdown for Roadway Data and Equipment Device Package

- 1. Annual Software Licenses Total..... \$35,178**
 - 1. Passive Road Survey Software License..... **\$35,178**
 - 2. Annual Maintenance Fee.....Included with Software Licenses
 - 3. Hardware Installation Cost.....Included with Software Licenses
 - 4. End User Remote Training.....Included with Software Licenses
 - 5. Tech Support: 7am-6pm CST.....Included with Software Licenses
- 2. Cost of Equipment**
 - 1. RoadRunner Road Survey Hardware.....Included with Software Licenses
 - 2. Road Imaging Hardware.....Included with Software Licenses

Total Annual Base Cost: \$35,178

Note: During the negotiation phase, RMT and Dunedin stakeholders will engage in discussions to define the scope of work for additional software development, ensuring that the desired end state is accurately outlined. The cost for software development is structured in blocks of 100 hours, with each block priced at \$10,000.



5. Schedule

Upon contract execution, RMT initiates an optimization analysis of the City’s fleet vehicles to pinpoint those suitable for equipping with our RoadRunner systems. Subsequently, our installation team is dispatched to install the devices, relieving the client of any installation responsibilities, and ensuring adherence to project schedules. Utilizing this crowd-sourced approach, data collection seamlessly occurs in the background as vehicles traverse the City of Dunedin’s network. Installation requires 2-3 days, and once the vehicles commence driving, full data coverage is anticipated within 4-6 weeks.

To ensure successful client interaction with the platform, RMT schedules weekly calls between the City and our Project Manager. These calls serve as status checks to address any system-related questions or training needs and to customize platform features to the client's specific requirements. This streamlined schedule and process enables RMT to deliver custom solutions and onboarding within weeks, in stark contrast to the years typically required by other providers.

Project Schedule Summary												
Action Item	May	June	July	August	September	October	November	December	January	February	March	April
Contract Award / Task Order	Signed											
Project Initiation	Pre-Onboarding											
Street Inventory and Legacy Data Import / Review	This can happen immediately											
Hardware Install (RoadRunners and	Install; < 1 week											
Pavement Condition Data Collection	Once the first vehicle has hardware installed devices will start collecting data.			All lane mile data collected	Data continues to get collected daily and refined each trip a vehicle takes.							
Staff Training		Training starts and continues until staff is comfortable.										
Data Processing / Analysis	After installation, RoadRunner and camera devices will upload data daily to the cloud-based server for processing and refinement.											
Pavement Repair Analysis	Continuous once started; road data can be reviewed daily, roads re-analyzed, etc. to feed City's maint/rehab development plan all within the platform.											
Project Creation	Project scenarios/models can be run, adjusted, compared, and finalized to feed maint/rehab program development.											
Maint/Rehab Program Development	Using analyzed pavement data and project scenarios maint/rehab programs can be developed, adjusted based on budget, and executed over time based on deterioration rates.											
Contract Renewal												

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Permission to Extend Lease and Purchase Equipment – Jason Dodds, Public Works Director

A. Extend an expired lease on 644 john deere loader (serial number 1DW644KZTKF696199) for 2 years at a cost of \$20,625.92 per year, with a buyout option of \$133,929.56 at the end of the 2-year lease agreement.

B. Return expired lease equipment - 644 john deere loader (serial number 1DW644KZCKF696234).

C. Purchase a 2022 john deere 244l compact wheel loader for a cost of \$93,700.

DEPARTMENT: Public Works

PURPOSE: The loader leases have expired, please consider extending one lease and returning the second loader. Consider staff recommendation to purchase a smaller and less expensive John Deere 2024 322P compact wheel loader with could be more useful for everyday operations.

ASSOCIATED COST(S): Two-year lease on 644 John Deere Loader - \$20,625.93 annually with buyout cost of \$133,929.56
John Deere 2024 322P Compact Wheel Loader - \$169,800 one-time purchase.

RECOMMENDED MOTION: Approve Item 8, A through C as a single item.

Jason Dodds

From: Steve Carter <SCarter@BeardEquipment.com>
Sent: Wednesday, June 12, 2024 2:43 PM
To: Jason Dodds
Subject: FW: Bradford County 644s Invoice

Jason, please review the payments below and let me know if you want to keep or return one or both. We need to decide quickly as you know. If you plan to return either or both of the 644's we need to get it or them on a Beard Yard

[EXTERNAL EMAIL] Please do not click links or attachments unless you recognize the sender and know the content is safe.

644 with pin on bucket

1 year
Payment: \$23,204.17
Residual: \$139,752.31

2 year
Payment: \$20,625.93
Residual: \$133,929.56



[EXTERNAL EMAIL] Please do not click links or attachments unless you recognize the sender and know the content is safe.

1 year 644 with 4 N 1 Bucket

Payment: \$25,022.32
Residual: \$143,778.61

2 year

2 Payments: \$22,242.06
Residual: \$136,820

Confidential with Personal Information



June 24, 2024

Mr. Jason Dodds
Bradford Couty Road Department

Jason, thank you for the opportunity to provide the following quote for your consideration. Please let me know if you have any questions or need additional information.

2024 John Deere 344P compact wheel loader

- Enclosed climate control cab
- Suspension seat
- 3rd Function valve
- 17.5-25 Michelin radial tires
- Hydraulic Coupler
- 2.0 CUYD Construction Bucket
- Pallet forks

Comprehensive Full Machine Warranty 2 years/2,000 hours with additional 3 year/2,000 hour Powertrain and Hydraulic (PT&H) coverage

12 Months Free Travel Time and Mileage for Warrantable Repairs

Machine Sell Price

\$169,800.

Best regards,
Steve Carter
Beard Equipment Company
Lake City, FL
904 769 9220

Mobile, AL
2480 E. I-65 Service Rd. N./ 36617
251-456-1993

Pensacola, FL
3195 W. Nine Mile Rd./ 32534
850-476-0277

Panama City, FL
4625 Highway 231 N./ 32402
850-769-4844

Freeport, FL
33 Industrial Court/ 32439
850-835-3337

Jacksonville, FL
6870 Phillips Highway/ 32216
904-296-5000

Lake City, FL
2578 SE Baya Dr./ 36055
386-752-9544

Palatka, FL
356 N. Highway 17/ 32177
386-325-6268



JOHN DEERE
FINANCIAL

ORIGINAL INVOICE

Invoice Date 06/04/2024
Page 1 of 2
Invoice Number 0070853
 BRADFORD COUNTY
 PO BOX B
 STARKE FL 32091

DID YOU KNOW!

Log on to MyJDFAccount.com for secure and confidential access to your John Deere Financial account.

TOTAL AMOUNT DUE \$313,241.32
Due Date 5/30/2024

QUESTIONS?

Visit us online: MyJDFAccount.com
 Call us: 1-800-488-8732

LEASE ACCOUNT INFORMATION

Lease Maturity Date 5/30/2024
Lessee's Reference Number 0070853

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Your lease information is now available 24/7 at MyJDFAccount.com. Make payments view your account information and more!

Every dishonored check received will result in a fee of \$20 or in an amount not to exceed the highest amount permitted by state law.

▼ Detach and return the bottom remittance portion with your payment in an enclosed envelope ▼



JOHN DEERE
FINANCIAL

P.O Box 6600
 Johnston, IA 50131-6600
 USA

BRADFORD COUNTY
 Account Number : 030-0070853-000

TOTAL AMOUNT DUE \$313,241.32
Due Date 5/30/2024

Amount Enclosed \$

Please include account number and make check payable to:

BRADFORD COUNTY
 PO BOX B
 STARKE FL 32091

DEERE CREDIT, INC.
 PO BOX 4450
 CAROL STREAM, IL 60197- 4450



JOHN DEERE
FINANCIAL

ORIGINAL INVOICE

Invoice Date

06/04/2024

Invoice Number

Page 2 of 2

Reference Number

0070853

BRADFORD COUNTY

PO BOX B

STARKE FL 32091

LEASE ACCOUNT INFORMATION

Account Number 030-0070853-000

Lease Maturity Date 5/30/2024

Serial Number(s) 2019 644KXT 644K 4WD LOADER 1DW644KZTKF696199,2019 644KXT 644K 4WD LOADER 1DW644KZCKF696234,2019 4.0 TAG 4.0 YD BUCKET 263560-1

Description

Purchase Price

Property Tax

Amount Due

\$306,346.95

\$6,894.37

Current Total Amount Due

\$313,241.32

Due Date

5/30/2024

*Each
For buyout of
Lease.*

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Interlocal Agreement Between Alachua County Board of County Commissioners and Bradford County Board of County Commissioners and Columbia County Board of County Commissioners and Dixie County Board of County Commissioners and Gilchrist County Board of County Commissioners and Union County Board of County Commissioners Regarding Local Workforce Development Area 26

DEPARTMENT: County Manager

PURPOSE: Interlocal agreement between the six counties in the new workforce development area 26. (CareerSource)

INTERLOCAL AGREEMENT BETWEEN
THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE GILCHRIST COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS
REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 26

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the authority of section 163.01, Florida Statutes, 29 USCS §3101 - §3361, United States Public Law 113-128 the Workforce Innovation and Opportunities Act, and Chapter 445, Florida Statutes, by and between Alachua County, a charter county and a political subdivision of the State of Florida, and Bradford County, a political subdivision of the State of Florida, and Columbia County a charter county and a political subdivision of the State of Florida, and Dixie County a political subdivision of the State of Florida, and Gilchrist County a political subdivision of the State of Florida, and Union County a political subdivision of the State of Florida, (hereinafter, Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County are collectively referred to herein as the "Parties" or individually as a "Party").

WHEREAS, the Governor of the State of Florida wishes the existing workforce development areas known as Region 9, consisting of Alachua County and Bradford County and Region 7, consisting of Columbia County, Dixie County, Gilchrist County and Union County to realign their boundaries to create a new workforce development area consisting of all six counties in accordance with the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 ("WIOA"); and

WHEREAS, the three-pillar Florida Workforce System Transformation Plan advances alignment and consolidation of local workforce development boards in Region 7 and Region 9; requires system-wide improvements for enhanced customer consistency and better leveraging of public funds; and guides regional planning to support workforce system alignment with education and economic development and optimize opportunities for regional economic growth; and

WHEREAS, the Parties are agreeable to the formation of a new workforce development area that will consolidate Region 7 and Region 9 workforce development areas into a new six-county Workforce Development Area ("WDA") to be designated as Workforce Development Area 26, otherwise known as CareerSource North Central Florida ("LWDA 26"); and

WHEREAS, WIOA provides that where a workforce development area is comprised of more than one unit of local government, those governmental units may enter into an agreement that specifies the respective roles of the individual chief elected officials of each general-purpose unit of government; and

WHEREAS, the Parties wish to enter into an interlocal agreement for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA; and

WHEREAS, section 163.01, Florida Statutes, provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an interlocal agreement; and

WHEREAS, it is the desire of the Parties to state the powers to be exercised under this Agreement and the method by which the Parties to this Agreement will accomplish the purpose under this Agreement and the manner in which the powers will be exercised;

NOW, THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to section 163.01, Florida Statutes, the Parties agree as follows:

1. Definitions.

- A. "Administrative Entity" means Alachua County, which is herein designated with the responsibilities and functions as referenced in Section 8 hereof, including those described in 20 CFR 679.250.
- B. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.

- C. "Attorney" means the chief legal officer of CSNCFL referenced in Section 12 hereof.
- D. "CSNCFL" and "CareerSource NCFL" means CareerSource North Central Florida, which refers to the Council, LWDB 26, their career centers, and the Administrative Entity in accordance with the Brand Standards Manual dated August 2015 adopted and published by CareerSource Florida.
- E. "CSNCFL Chief Executive Officer" means the Alachua County employee appointed pursuant to Alachua County Board of County Commissioners Employee Policy 4-02, Section 1.e., to assist LWDB 26 in carrying out the functions described in 29 USCS §3122(d) and to also assist the Council in carrying out its functions as set forth in this Agreement, and as more specifically referenced in Section 9 hereof.
- F. "CLEO" means the Chief Local Elected Officials designated in Section 5 hereof, who are also referred to in WIOA as the chief elected official.
- G. "Council" means the CareerSource North Central Florida Workforce Development Council referenced in Section 5 hereof.
- H. "EOO" means the Equal Opportunity Officer referenced in Section 11 hereof.
- I. "Fiscal Agent" means Alachua County, which is herein designated with the responsibilities and functions as referenced in Section 10 hereof, including those described in 20 CFR 679.420(b).
- J. "LWDB 26" means Local Workforce Development Board 26, which is the local workforce development board for LWDA 26, to be comprised of members appointed by the Council in accordance with Section 14 hereof.
- K. "NCFWDA" means the North Central Florida Workforce Development Area consisting of the geographic boundaries of Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County, whose boundaries are contained in the legal descriptions found in Chapter 7 Florida Statutes, and designated by the Governor of the State of Florida as a local area pursuant to 29 USCS §3121; also known as Local Workforce Development Area 26 or "LWDA 26".
- L. "Program Year" means the 12-month period between July 1 and June 30 each year.

M. "Fiscal Year" means the 12-month period between October 1 and September 30 each year.

N. "State" means the State of Florida.

O. Except as otherwise expressly provided herein, the definitions set forth in 29 USCS §3102 are hereby adopted and incorporated by reference herein.

2. Purpose

The purpose of this Agreement is to establish the authorities and responsibilities between the Parties required for the implementation of programs and services in accordance with WIOA and such other workforce federal, state, and other nongovernmental grants and revenues which may be awarded to any entities created under this Agreement and to assure compliance with the rules and regulations applicable to such grants and awards. Except where discretionary funds are awarded and required to be spent within specified geographic boundaries or on specified target groups within the workforce area, the Parties agree that any and all services provided by CSNCFL shall be advertised within each of the six counties and shall be available to qualifying residents of all six counties on a first come, first served basis, unless otherwise approved by majority vote of LWDB 26 and by unanimous vote of the Council.

3. Identification of the Parties to this Agreement.

Each Party to this Agreement is a county of the State and, as such, is a general-purpose political subdivision of the State. The Parties are more particularly identified as follows:

Board of County Commissioners
Alachua County, Florida
12 SE 1st Street 2nd Floor
Gainesville, FL 32601

Board of County Commissioners
Bradford County, Florida
P.O. Drawer B
Starke, FL 32091

Board of County Commissioners
Columbia County
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056

Board of County Commissioners
Dixie County
214 NE 351 Hwy.
PO Box 2600
Cross City, FL 32628

Board of County Commissioners
Gilchrist County
209 SE 1st Street
Trenton, FL 32693

Board of County Commissioners
Union County
15 NE 1st Street
Lake Butler, FL 32054

4. Geographical Area to be Served by this Agreement.

The geographical area to be served by this this Agreement is the entire geographical areas of Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County each of which are legally described in Chapter 7, Florida Statutes, which legal descriptions are incorporated herein by reference.

5. Creation of a CSNCFL Council of Elected Officials

- A. There is hereby created a CSNCFL Council of Elected Officials ("Council") for the purpose of collectively carrying out the Parties' responsibilities under WIOA and such other workforce grants as may be awarded to CSNCFL. The Council shall have six members comprised of one County Commissioner appointed by the respective Boards of County Commissioners of each Party. Each member of the Council may appoint another County Commissioner from that member's Board of County Commissioners to serve as his or her alternate if the member is unable to attend a meeting. New appointments shall be made when necessary to fill vacancies.
- B. The Council shall make all policy decisions for the NCFWDA except those which must be made in partnership with LWDB 26, or which are reserved solely for LWDB 26 pursuant to the authorizing legislation under which grants are made available and awarded to CSNCFL; except approval by the Council shall be required in instances that policies or decisions are related to the expenditure of grant funds for which the Parties to this Agreement are liable.
- C. In addition to any other powers granted to the Council by this Agreement, the Council shall have the following powers.
- a. Adopt procedures and administrative rules to effectively carry out the Council's policies and decisions in a manner that does not conflict with applicable federal and State rules and policies;
 - b. To make and enter into contracts or other instruments necessary or convenient to exercise its powers
 - c. To enter into agreements with other governmental entities within or outside the boundaries of NCFWDA for joint performance, or performance by one unit on behalf of the other, any of either entity's authorized functions;
 - d. To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, subject to compliance with all applicable federal and State statutes and regulations;

- e. To sue and be sued in its own name, and to retain special counsel;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to the Agreement;
- g. To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of CSNCFL or any of its contractors, to carry out any of the purposes authorized by this Agreement;

D. The following powers shall be exercised upon joint approval by both the Council and LWDB 26:

- a. To approve Memorandum of Understanding (MOU) between the Administrative Entity and one-stop partners;
- b. To apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith;
- c. To approve the CSNCFL's budget;
- d. To provide oversight and guidance to CSNCFL;
- e. To ensure that the Administrative Entity complies with all single audit requirements including 2 CRF 200 Part F and 218.39, Florida Statutes;
- f. To determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSNCFL;
- g. To determine the manner in which any fee for service income, unrestricted income or surplus funds may be expended, provided that:
 - i. Surplus funds that constitute carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State statutes and regulations;
 - ii. Surplus funds that constitute program income as defined by Federal or State regulations shall be expended in accordance with applicable statutes and regulations;
 - iii. Any other surplus funds which do not have to be expended as per subparagraphs i, and ii. above, or do not have to be expended in the furtherance of programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the Council. The decision as to how the expenditures shall be made shall be done at

a public meeting of the Council by motion and majority vote of the Council;

- h. To authorize the CSNCFL Chief Executive Officer to enter into and approve Incumbent Worker Training, individual employer OJT agreements, work experience (internships) including transitional work experience and community work experience agreements, National Dislocated Worker Emergency Grants for Temporary Worker worksite agreements, and customized training agreements or to delegate such responsibilities to a provider approved by the Council and LWDB 26 for the provision of such services in accordance with policies to be established by the Council, LWDB 26 or the CSNCFL Chief Executive Officer in accordance with the budget approved by the LWDB 26 and the Council, as appropriate;
 - i. To authorize the CSNCFL Chief Executive Officer to negotiate, enter into and execute contracts and issue purchase orders following approval of the Council and LWDB 26, as appropriate;
 - j. To authorize the CSNCFL Chief Executive Officer to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the CSNCFL Administrative Plan filed with the State or in accordance with Alachua County procurement policies and procedures as appropriate to the item to be purchased. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space;
 - k. To authorize the CSNCFL Chief Executive Officer to draft rules, policies and procedures to be approved by the Council upon recommendation of LWDB 26;
- E. At the beginning of each Program Year, the Council shall vote to select a Chair and Vice Chair of the Council from among its members. The Chair and Vice Chair shall serve for the entire Program Year. No Party's member may serve as Chair more often than once every three (3) Program Years.
- F. In the absence of the Chair of the Council, the Vice Chair of the Council shall act in his or her stead.
- G. The Chair of the Council, or in the Chair's absence the Vice Chair of the Council, is authorized to sign such documents requiring the signature of the Chair of the Council; except where documents are required to be approved by the Council prior to execution, they shall first be presented and approved by the Council at a meeting held in accordance with Chapter 286, Florida Statutes, and §445.007(1), Florida Statutes.
- H. The Council shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it under WIOA, other Workforce Development or Welfare Legislation, or other grants by or through other federal, State or local sources. Additionally, the Council is authorized to accept any other grants in

aid or assistance funds from the United States Governments or to accept appropriations from any of the Parties, or any other organization or person, including the acceptance of gifts, grants or bequests whether it be in the form of tangible or intangible property. No funds will be required from the treasuries of the Parties; it being the intent hereof that all funding of the workforce development initiatives and the Council be accomplished by grants and funds available pursuant to workforce development initiative programs, including but not necessarily limited to WIOA, other workforce development or welfare legislation and any other State and federal grants or other funding. Nothing set forth herein shall be deemed to prohibit a Party from voluntarily providing funding for said programs and the costs incidental to the operation of said programs, including but not limited to the costs of CSNCFL. The funding of workforce initiatives referenced above are meant to encompass administrative personnel costs and administrative non-personnel costs, and program personnel costs and program non-personnel costs.

- I. Council members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies.

6. Meetings of the Council.

A. All meetings of the Council shall be subject to the Chapter 286, Florida Statutes, and §445.007(1), Florida Statutes.

B. The Chair shall preside over meetings of the Council.

C. A quorum for the purposes of voting at any Council meeting shall consist of all six (6) members of the Council, except as provided below in Section 6.C.i and 6.C.ii.

- i An individual party's Council seat shall be immediately and automatically suspended and made inactive for purposes of a quorum and voting for the following reasons:

- 1 Voluntary request by the party if they are unable to fulfill their commitment to attend and participate in Council meetings.

- 2 Absent for 2 consecutive regularly scheduled and properly noticed meetings of the council.

- a The seat will only be reactivated upon request of the suspended party with an explanation and plan to rectify the delinquency.

- 3 Any County that does not enter the ILA.

- ii While one or more Council seats are inactive; a quorum shall consist of all active members of the council.
 - D. All items coming before the Council shall require an affirmative vote of all Council members. Each member of the Council shall have one vote.
 - E. Matters coming before the Council may be approved by motion and shall not require a formal Resolution.
 - F. The Council may schedule and meet jointly with LWDB 26. Each entity shall separately vote on matters solely within their purview including items requiring joint approval. Meetings of the Council and meetings of LWDB 26, whether held individually or jointly, shall not conflict with public meetings scheduled by any of the member counties' publicly noticed meetings of their respective Boards of County Commissioners.
7. Designation of the Grant Recipient, Subrecipient and Assignment of Liability and Title to Personal and Real Property
- A. The Chair of the Council is authorized to request subsequent designations of the NCFWDA from the Governor of the State on behalf of the Parties. In accordance with 20 CFR 679.250, LWDB 26 must also approve the request.
 - B. The Council shall be the grant recipient for grants awarded to the NCFWDA.
 - C. Each party to this Agreement shall be liable for 1/6th of grant funds awarded to the Council or to CSNCFL.
 - D. The allocation of liability set forth in Section 7.C. hereof shall be applicable only to grant funds awarded to NCFWDA on or after the Effective Date of this Agreement. The Parties acknowledge that prior to the Effective Date of this Agreement each Party was a member of one of two local workforce development areas. The Parties acknowledge and agree that nothing in this Agreement is intended to assume, assign, effect, eliminate or transfer any liability regarding grant funds awarded to either of those prior two local workforce development areas to the new NCFWDA; and each county shall remain liable for its share of liability, if any, for grant funds awarded to the prior local workforce development area to which it was a member.
 - a. It is the intent of the Parties to this Agreement that initiatives, strategies, and programs that will further the purposes of this Agreement, and which will be implemented as a result of this Agreement, be funded through formula and discretionary workforce and other grants awarded to the Council, LWDB 26 or to the Administrative Entity.

- E. The Council shall be responsible for deciding on a course of action or defense in the event of a misuse or other loss related to funds awarded to the Council, or the Administrative Entity.
 - F. To the extent that insurance is commercially available, CSNCFL shall purchase insurance to indemnify the Council and LWDB 26 (collectively, the "Insureds"), from all claims, damages, liability and losses that the Insureds may individually or collectively incur due to the operation of WIOA or other federal or state workforce development programs, including but not limited to claims or findings of: (i) misuse of grant funds, (ii) disallowed costs, (iii) mismanagement or (iv) other losses related to funds awarded to the Council and LWDB 26. To the extent that it is commercially available, said insurance shall waive rights to subrogate against the Council, LWDB 26, and the Council member counties.
 - G. Title to supplies, equipment, property real and personal, including computers, technology and software, as well as administrative, fiscal and program records purchased with grant funds awarded to the Council, LWDB 26 or the Administrative Entity, shall vest with the Council. In the event of the termination of this Agreement, title to the items listed herein shall vest proportionately the same as the assumed liability of grant awards.
8. The Administrative Entity for CSNCFL.
- A. Alachua County will serve as the administrative entity for LWDB 26. The Council and LWDB 26 will enter into an agreement for administrative services to be provided to LWDB 26. As such, Alachua County will be a subrecipient of grant funds for these services.
 - B. For the purposes of payroll and benefits, all W2 employees shall be "housed" as employees of Alachua County pursuant to Alachua County Board of County Commissioners Employee Policy 4-02 Section 1.e. The Administrative Entity will execute the duties and responsibilities associated with being administrative entity to a local workforce development board.
 - C. The Administrative Entity shall implement the policies, decisions, actions and directives of the Council and LWDB 26 under the supervision and direction of the CSNCFL Chief Executive Officer.
 - D. The purpose of the Administrative Entity shall be to assist the Council and LWDB 26 in carrying out their respective functions under WIOA and this Agreement, and to operate and implement workforce and welfare programs, as well as related programs, in accordance with the policies and directions of the Council and LWDB 26.
 - E. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to accept gifts, grants, assistance funds and bequests to further the purposes of this Agreement.

- F. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to make claims for federal or state aid payable to CSNCFL or several participants on account of the execution of this Agreement.
- G. To the extent allowed by applicable Federal and State law, and to the extent allowed by the applicable grants awarded to the CSNCFL, Alachua County shall be entitled to payment for all actual eligible and allowable costs associated with providing Administrative Entity services pursuant to this Agreement.
- H. The Administrative Entity, as a charter county and a political subdivision of the state of Florida, shall enjoy the sovereign immunity it possesses in its own right and also as set forth in Section 19.B. hereof. Nothing contained herein constitutes a waiver by Alachua County of sovereign immunity or the provisions or limits of liability set forth in §768.28, Florida Statutes.

9. Chief Executive Officer

- A. The Chief Executive Officer shall be the chief executive officer of the Council and LWDB 26, and, as such, shall implement the policies, decisions, actions and directives of the Council and LWDB 26.
 - a. The initial Chief Executive Officer shall be Phyllis Marty, who shall serve as the Chief Executive Officer from the Effective Date of this Agreement for a period of at least 2 years, to allow for an orderly transition to the new LWDA 26. The LWDB shall evaluate the Chief Executive Officer annually and shall make a recommendation to the Council with respect to increases, retention, and termination. Based upon the evaluation the Council shall make the final decision regarding increases, retention and termination.
- B. The CSNCFL Chief Executive Officer shall be a W-2 employee of Alachua County pursuant to Employee Policy 4-02, Section 1. e. The CSNCFL Chief Executive Officer shall serve at the pleasure of the Council and LWDB 26.
- C. The CSNCFL Chief Executive Officer's salary, including bonuses, if any, shall not exceed the Federal Executive Level II Salary under 5 USCS §5313, and shall be determined by the Council upon recommendation of the LWDB 26.
- D. LWDB 26 shall develop an evaluation instrument to review the performance of the CSNCFL Chief Executive Officer.
- E. It shall be the responsibility of the CSNCFL Chief Executive Officer to develop an annual budget for all CSNCFL funds with the assistance of the Fiscal Agent. A planning budget based on the Program Year and the funding notification from the State will be presented for review in May or June. A true up of the budget shall be presented in December or January based on the actual funds awarded and final

carry forward figures for the approval of the Council and LWDB 26 at a joint meeting.

- a. The budget developed shall invest the resources of the Council and CSNCFL so as to result in the attainment of the performance measures negotiated with Florida Commerce and CareerSource Florida.
 - b. There shall be a budget for each discretionary grant.
- F. The CSNCFL Chief Executive Officer shall be responsible for drafting the agenda and supporting documentation for meetings of the Council and for meetings of LWDB 26. The agenda shall be based upon those matters required to come before the Council, LWDB 26, or the two governing boards acting together on matters under their joint purview as set forth in this Agreement.
- G. The CSNCFL Chief Executive Officer shall be responsible for the implementation of policies established and approved by the Council and LWDB 26.
- H. The CSNCFL Chief Executive Officer shall be responsible for the drafting of the Four-year Local Plan, and the Two-Year Local Plan Modification as well as the Regional Plan if the NCFWDA is part of a workforce development region, for consideration, revision and approval by the Council and LWDB 26, based upon:
- a. The vision and the mission of LWDB 26;
 - b. LWDB 26's strategies and goals for meeting the intent of the vision;
 - c. LWDB 26's analysis of the local labor market in the workforce development area;
 - d. LWDB 26's analysis of the local economy;
 - e. LWDB 26's analysis of available training providers able to deliver skills training to fill job vacancies;
 - f. An operational plan for delivering services;
 - g. A plan for coordinating and integrating service delivery with the legislative one-stop partners; and
 - h. Such other criteria as may be required by the authorizing legislation or the State.

- I. The CSNCFL Chief Executive Officer shall be responsible for implementing required grant oversight and monitoring in accordance with the direction and policies approved by the Council and LWDB 26.
 - J. The CSNCFL Chief Executive Officer shall be responsible for updating the Administrative Plan to assure compliance with 2 CFR 200.320 et seq, and
 - K. The CSNSCFL Chief Executive Officer shall be authorized to enter into contracts and make purchases in accordance with the procurement and purchasing policies approved as part of the CSNCFL Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space; and
 - L. Following appropriate procurement, and affirmative action at a publicly noticed meetings of the Council and LWDB 26 regarding expenditures necessary to meet the intent of the grants awarded to the Council, LWDB 26 or the Administrative Entity, the CSNCFL Chief Executive Officer shall be authorized to enter into contracts and subrecipient agreements on behalf of the Council, LWDB 26 and the Administrative Entity, except for such instances where the State requires the signatures of the Chairs of the Council, LWDB 26, or the Chairs of the Boards of County Commissioners.
 - M. The CSNCFL Chief Executive Officer shall be responsible for any other necessary and proper matters agreed upon by the Council.
 - N. In the event that a new CSNCFL Chief Executive Officer must be hired, LWDB 26 shall establish a set of objective qualifications for the position of CSNCFL Chief Executive Officer that sets forth the requisite knowledge, skills, and abilities necessary to meet identified benchmarks and to assist in effectively carrying out the functions of the CSNCFL Chief Executive Officer. LWDB 26 shall provide the set of objective qualifications to the Administrative Entity, who shall utilize said qualifications in developing a process for the recruitment of candidates who shall be screened and then referred to the LWDB 26 Executive Committee to be interviewed and for the selection of an individual to be recommended to the Council for hire.
 - O. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement; and
 - P. To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileged, immunities and exemptions accorded to the counties of the State under the provisions of the constitution and laws of the State.
10. Designation and Responsibilities of the Fiscal Agent.
- A. The Parties hereby designate Alachua County to serve as its Fiscal Agent. The Alachua County Budget and Fiscal Services and the Alachua County Clerk of

the Circuit Court, which serves as accountant, treasurer and auditor for Alachua County, shall perform and be responsible for all fiscal accountability and reporting requirements for CSNCFL. The Council and LWDB 26 will enter into an agreement for fiscal services to be provided to LWDB 26. As such, Alachua County will be a subrecipient of grant funds for these services.

- B. The Fiscal Agent shall be responsible for all of the functions set forth in 20 CFR 679.420(b), and shall oversee disbursements approved by the Council, LWDB 26, or the CSNCFL Chief Executive Officer, as appropriate.
- C. The Fiscal Agent shall be responsible for the manner in which strict accountability of all funds shall be provided for and the manner in which reports of all receipts and disbursements shall be prepared and presented to each Party and submitting the audit in accordance with required timeframes to the Council and the grantor agencies, including the Federal Clearinghouse, the Florida Auditor General and Florida Commerce.
- D. The Fiscal Agent shall be responsible for preparing all State required financial reports and for overseeing the procurement and conduct of the annual 2 CFR Part F audit.

11. Designation and Responsibilities of the Equal Opportunity Officer.

- A. The Parties designate the Alachua County Equal Opportunity Manager to serve as the EOO. The Council and LWDB 26 will enter into an agreement for these services. However, with the approval of the Council, the Alachua County Manager may designate another Alachua County employee to serve as the EOO.
- B. The EOO shall be a W-2 employee of Alachua County.
- C. The EOO shall report directly to the Chair of the Council and the CSNCFL Chief Executive or her designee and shall serve as the EOO at the pleasure of the Council. Notwithstanding the Council's ability to remove the person designated to serve as the EOO from the position of EOO, the Council shall not have the authority to suspend or terminate the EOO's employment with Alachua County. All employment decisions regarding the EOO, shall rest solely with the Alachua County Manager or her designee.
- D. The EOO shall be responsible for coordinating all of the Council's, LWDB 26's and the Administrative Entity's obligations under 29 CFR Part 38 and may be assigned other duties and responsibilities by the Alachua County Manager that do not create a conflict or the appearance of a conflict with the responsibilities of an Equal Opportunity Officer.
- E. The EOO shall resolve all discrimination complaints and any necessary reporting related thereto.

12. Designation and Responsibilities of Legal Counsel.

- A. The Council shall establish a process for the selection and appointment of an Attorney.
- B. The Attorney shall be a procured service and shall serve at the pleasure of the Council.
- C. The Attorney shall report directly to the Council.
- D. The Attorney shall serve as chief legal counsel to the Council and shall also provide legal services to LWDB 26 and the Administrative Entity. If any conflicts arise, LWDB 26 and the Administrative Entity shall waive any and all conflicts and the Attorney shall be authorized to continue to represent the Council.

13. LWDB 26

- A. LWDB 26 constitutes the NCFWDA's Local Workforce Development Board as described in 29 USCS §3122.
- B. The Council may direct the Attorney and the Administrative Entity to incorporate LWDB 26 as a Florida not for profit corporation organized for the purposes set forth in this Agreement, and to prepare and file all necessary applications for the Internal Revenue Service to declare LWDB 26 to be a charitable organization pursuant to 26 USCS §501(c)(3) that is exempt from taxation under 26 USCS §501 (a). Thereafter, LWDB 26 may solicit and accept grants and donation from sources other than Federal funds available under WIOA.
- C. LWDB 26 shall have 19 member positions, and those 19 members shall be appointed as set forth below in Section 14 hereof. LWDB 26's membership shall be consistent with the requirements of WIOA or such other workforce development legislation that may replace WIOA Title I, Section 107(b)(2), and with State requirements as set forth in §445.007(1), Florida Statutes.
 - a. The Council shall establish a formal nomination and appointment process to appoint members to LWDB 26. Said process, and all nominations and appointments made pursuant thereto, shall be in accordance with WIOA, §445.007(1), Florida Statutes, and such criteria as may be received from the Governor of the State.
 - b. The Council shall make an effort in the appointment of members LWDB 26 to reflect the composition of the population within the geographic area of the NCFWDA.

- c. A majority of the members of LWDB 26 shall be representative of businesses in the local area.
 - i. The Alachua County Commissioner representative to the Council shall appoint 6 of the private sector members of LWDB 26.
 - ii. The Bradford County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
 - iii. The Columbia County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
 - iv. The Dixie County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
 - v. The Gilchrist County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
 - vi. The Union County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
- d. The Alachua County Commissioner representative to the Council shall appoint 2 organized labor/workforce representatives of LWDB 26.
- e. The Columbia County Commissioner representative to the Council shall appoint the 1 CBO/Labor/Workforce representative of LWDB 26.
- f. The Bradford County Commissioner representative to the Council shall appoint the Adult Education & Literacy education representative of LWDB 26.
- g. The Alachua County Commissioner representative to the Council shall appoint the post-secondary education representative of LWDB 26.
- h. The Alachua County Commissioner representative to the Council shall appoint the private education representative of LWDB 26.
- i. The Alachua County Commissioner representative to the Council shall appoint the Vocational Rehabilitation, representative of LWDB 26.

j. The Alachua County Commissioner representative to the Council shall appoint the economic development representative of LWDB 26.

D. In the instance a vacancy cannot be filled by the appointments defined above, eligible candidates will be reviewed from any county and voted upon by the Council.

E. All LWDB 26 vacancies shall be filled in accordance with the process and in the same manner in which they were initially filled.

F. Members shall be appointed for fixed and staggered terms. A term shall be a period of two (2) years. No member will serve more than eight (8) consecutive years.

G. All members of LWDB 26 shall serve at the pleasure of the Council, which may remove members from LWDB 26 at any time, with cause or without cause.

H. The Council shall establish By-Laws for LWDB 26 and no subsequent amendment thereto shall be effective unless approved by the Council.

14. Agreement between the Council and LWDB 26.

The Council is authorized and directed to enter into an agreement with LWDB 26 for the purpose of describing the respective roles and responsibilities of each entity in accordance with State and Federal requirements.

A. This Agreement does not release LWDB 7 from the financial liability associated with any determinations by FloridaCommerce, USDOL and/or any authorized funding agency conducting audits, of ultimate disallowance. LWDB 26 will not be liable for assuming any disallowance prior to the date of designation of LWDB 9 as the fiscal agent, nor will LWDB 26 be liable for any subsequently discovered disallowance that was incurred as a result of LWDB 7's activities prior to the date of LWDB 26's designation.

15. Notice.

A. All notices under this Agreement shall be deemed sufficient and properly given if in writing delivered: (i) in person, (ii) by certified mail, postage prepaid with return receipt requested to the following addresses; provided, if notice is sent by mail, the notice shall be deemed delivered on the third day following such mailing which is not a Saturday, Sunday or a day on which the United States mail is not delivered, (iii) by email to the following email addresses, or (iv) to the following addresses by a commercial overnight courier that guarantees next day delivery and provides a receipt:

If to Alachua County:	If to Bradford County:
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<p>County Manager 12 SE 1st Street, Second Floor Gainesville, Florida 32601 MLieberman@alachuacounty.us</p>	<p>County Manager 945 N. Temple Avenue Starke, Florida 32091 Scott_Kornegay@bradfordcountyfl.gov</p>
<p>If to Columbia County: County Manager 135 NE Hernando Avenue, Suite 203. Lake City, FL 32055. bccadmin@columbiacountyfla.com</p>	<p>If to Dixie County: County Manager 56 NE 210 Ave PO Box 2600 Cross City, FL 32628 duane.cannon@dixie.fl.gov</p>
<p>If to Gilchrist County: County Manager 209 SE 1st Street, Trenton, Florida 32693 cbourassa@gilchrist.fl.us</p>	<p>If to Union County: County Coordinator 15 NE 1st Street Lake Butler, FL 32054 countycoord@unioncounty-fl.gov</p>
<p>If to CareerSource NCFL or LWDB 26 Chief Executive Officer 1112 North Main Street Gainesville, FL 32601 pMarty@alachuacounty.us></p>	

B. Any Party may designate an additional address or email address to which subsequent notices shall be sent by sending notice thereof to the addresses listed above.

16. Term and Termination.

A. Term. This Agreement shall become effective ("Effective Date") only upon the occurrence of all of the following: (1) the Governor consolidates and redesignate local workforce development areas 7 and 9 into a new, single, six county local workforce development area that include all of Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties; (2) the Agreement is approved and executed by all Parties; and (3) the Agreement is filed with the Clerk of the Circuit Court of Alachua County, Florida as required by §163.01(11), Florida Statutes. Upon the Effective Date, the following shall automatically occur: the Second Amended and Restated Interlocal Agreement by and between Alachua County and Bradford County recorded on June 29, 2021 in the Official Records of Alachua County at OR Book 4905 Page 1983 shall automatically terminate; and the First Amendment to the Interlocal Agreement between Columbia, Dixie, Gilchrist and Union County Creating the Consortium as Called for by the Workforce Innovation and Opportunity Act, resolved April 11, 2022 shall automatically terminate. Unless terminated earlier pursuant to Section 17.B,

hereof, this Agreement shall expire on the twentieth anniversary of the Effective Date.

- B. Termination. This Agreement may be terminated upon the agreement of all Parties. In addition, each Party reserves the right to withdraw from this Agreement, with or without cause, by providing 180 calendar days written notice to the other Parties in accordance with the Notice provisions set forth in Section 16 hereof. Prior to providing such notice of withdrawal, the Parties agree to each give due consideration to the consequence arising as the result of such withdrawal, including the effect upon all Parties, the potential loss of programs and program funding, and the possibility of agreed to amendments, or delegation of authority to the other Parties. In the event one or more Parties exercises its right to withdraw from this Agreement, this Agreement will continue for the remaining Parties.

17. Amendments and Waivers.

- A. This Agreement may only be amended in writing, signed by all Parties, each amendment of this Agreement shall be filed with the Clerk of the Circuit Court in Alachua County, Florida. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar.
- B. The Council may make non-material amendments to this Agreement without further approved by the Parties.
- C. Material modifications, amendments, or alterations to this Agreement shall only be effective if contained in a written document executed with the same formality herewith.
- D. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

18. Sovereign Immunity.

- A. Parties. The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(c), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, the Parties are not jointly liable for the torts of LWDB 26, or the officers or employees of CSNCFL, or any other tort attributable to LWDB 26 or CSNCF; and only LWDB 26 or CSNCF, respectively, shall be liable for torts attributable to it or for torts of its officers or employees, and then, as to CSNCFL, only to

the extent of the waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes.

B. Administrative Entity. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the counties of the State of Florida. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity's officers, agents and employees shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the officers, agents and employees of the counties of the State.

C. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

19. Binding Effect.

This Agreement shall be binding upon the Parties, their respective successors and assigns and shall inure to the benefit of the Parties, their respective successors and assigns.

20. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes (except as expressly provided herein) all prior and contemporaneous agreements, understanding, negotiations and discussion of the Parties, whether oral or written, and there are no warranties, representations or other agreement between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

21. Interpretation.

The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has had equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent, and are not to be construed for or against either Party because such Party or its attorney drafted this Agreement.

22. Applicable Law: Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State. Sole and exclusive venue for all actions arising from this Agreement shall be in the Alachua County, Florida.

23. Waiver of Jury Trial.

Each Party waives its rights to demand trial by jury.

24. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall remain in full force and effect.

[This space was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature;

APPROVED, with a quorum present and voting this the ____ day of _____, 2024

ALACHUA COUNTY, FLORIDA

By: MCA
Mary C. Alford (Jun 12, 2024 13:47 EDT)

Mary C. Alford, Chair
Board of County Commissioners

Date: Jun 12, 2024

ATTEST



J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Approved as to form:

DocuSigned by:
David Forziano
/0E5E81DBE1E4D3...
Alachua County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,
this _____ day of _____, A.D., 2024.

BRADFORD COUNTY

By: _____

Title: Chair, Board of County
Commissioners

Date: _____

ATTEST:

By: _____, Clerk

APPROVED AS TO FORM:

County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,
this _____ day of _____, A.D., 2024.

COLUMBIA COUNTY

By: _____

Title: Chair, Board of County
Commissioners

Date: _____

ATTEST:

By: _____, Clerk

APPROVED AS TO FORM:

County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,
this _____ day of _____, A.D., 2024.

DIXIE COUNTY

By: _____

Title: Chair, Board of County
Commissioners

Date: _____

ATTEST:

By: _____, Clerk

APPROVED AS TO FORM:

County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,
this _____ day of _____, A.D., 2024.

GILCHRIST COUNTY

By: _____

Title: Chair, Board of County
Commissioners

Date: _____

ATTEST:

By: _____, Clerk

APPROVED AS TO FORM:

County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,
this _____ day of _____, A.D., 2024.

UNION COUNTY

By: _____

Title: Chair, Board of County
Commissioners

Date: _____

ATTEST:

By: _____, Clerk

APPROVED AS TO FORM:

County Attorney's Office

20240604_BoCC__24-00526_LWDB26_Career_Source_ILA_Six_County_Agreement

Final Audit Report

2024-06-12

Created:	2024-06-12
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZXkpoKDjoTQROnDQ5xicqQCuV6SwP3oj

"20240604_BoCC__24-00526_LWDB26_Career_Source_ILA_Six_County_Agreement" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2024-06-11 - 7:22:12 PM GMT- IP address: 216.194.145.253

 Document created by Steve Donahey (asd@alachuaclerk.org)

2024-06-12 - 12:05:45 PM GMT- IP address: 216.194.145.253

 Document emailed to bocchairsignature@alachuacounty.us for signature


2024-06-12 - 12:06:53 PM GMT

 Email viewed by bocchairsignature@alachuacounty.us

2024-06-12 - 5:47:22 PM GMT- IP address: 24.250.198.50

 Signer bocchairsignature@alachuacounty.us entered name at signing as Mary Alford

2024-06-12 - 5:47:48 PM GMT- IP address: 24.250.198.50

 Document e-signed by Mary Alford (bocchairsignature@alachuacounty.us)


Signature Date: 2024-06-12 - 5:47:50 PM GMT - Time Source: server- IP address: 24.250.198.50

 Document emailed to jki@alachuaclerk.org for signature

2024-06-12 - 5:47:51 PM GMT

 Email viewed by jki@alachuaclerk.org

2024-06-12 - 7:47:25 PM GMT- IP address: 216.194.145.253

 Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.

2024-06-12 - 7:47:44 PM GMT- IP address: 216.194.145.253

 Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)

Signature Date: 2024-06-12 - 7:47:46 PM GMT - Time Source: server- IP address: 216.194.145.253

✔ Agreement completed.

2024-06-12 - 7:47:46 PM GMT

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE:

August 6, 2024

AGENDA ITEM

Consider funding \$8,000 of an estimated \$10,000 for aquatic plant shredding for the overgrowth in Lake Sampson where water flows from the lake into the Sampson River Canal. BSWCD has approved to fund \$2,000 toward the cost.

DEPARTMENT:

BSWCD

PURPOSE:

The Bradford Soil and Water Conservation District made a presentation at the June 20th BoCC meeting requesting the county fund the removal of aquatic plants at the point where water flows out of Lake Sampson into the Sampson River Canal. BSWCD voted at its July 16, 2024, meeting to fund \$2,000 toward the removal as well as assisting the County with the no-cost permit application to Florida Fish and Wildlife Commission.

ASSOCIATED COST(S):

Estimated \$8,000

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Opioid Abatement Funding Allocation – Use of Unspent Funds (\$87,271.84)

DEPARTMENT: BoCC

PURPOSE: Discuss possible uses for the unspent Opioid Abatement funding allocated to the Community Resource Paramedicine program that remain unspent from the state’s last fiscal year. There are currently \$87,271.84 of unspent funds available.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: August 6, 2024

AGENDA ITEM Community Paramedicine Program Update

DEPARTMENT: County Manager

PURPOSE: Update by Chief Carter and Lt. David Weeks regarding the expenditures and progress of the Community Paramedicine Program.