

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

September 3, 2024  
9:30 AM  
Bradford County Courthouse  
945 North Temple Avenue  
Starke, Florida 32091

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AGENDA

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1. Chair to call meeting to order.

2. Public Comments

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

3. Approval of Consent Agenda

**ACTION**

- A. Meeting Minutes from 08-06-2024
- B. Emergency Meeting Minutes from 08-09-2024
- C. Law Enforcement Salary Assistance for Fiscally Constrained Counties
- D. LSF PO Agreement
- E. Grant for AK maintenance for 911 Phone Systems
- F. Consider Approval of the Annual Certified budget for Mosquito Control, 24-25 Fiscal Year
- G. Consider Approval of the Updated Personnel Policies and Procedures
- H. TDC Annual Billboard Rental and Vinyl Installation
- I. TDC Billboard Vinyl
- J. TDC Invoice for Give Away Items to Promote Bradford Co. at Rural Co. Days Mar. 19-20, 2024 (\$4,105)
- K. TDC Registration for Bradford Co 10X20 Booth at Rural Co Days
- L. CONTRACT BETWEEN BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS AND STATE OF FLORIDA DEPARTMENT OF HEALTH FOR THE OPERATION OF THE BRADFORD COUNTY HEALTH DEPARTMENT CONTRACT YEAR 2024-2025
- M. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONER OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE
- N. Consider Approval of Satisfaction of Mortgage on SHIP Purchase File – Mitola M&A

- O. Consider Approval of SHIP Rehabilitation Loan Approval In An Amount Not to Exceed \$35,000 for SHIP File # 2021-1
- P. Consider Approval of SHIP Rehabilitation Loan Approval In An Amount Not to Exceed \$35,000 for SHIP File # 2021-2

4. Proposal from Meridian Behavioral Healthcare, Inc for use of Opioid Abatement Funds remaining from the 23-24 State Fiscal Year to fund a Medication Assisted Treatment Program

ACTION

5. Consider Approval of the Purchase of a 2024 Ram 1500 Tradesman 4X4 Crew Cab from Murray Chrysler Dodge Jeep Ram for \$47,095.48 for the US/IFAS Ag Extension Office.

ACTION

6. UF/IFAS Ag Extension Yearly Presentation

Information

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

8. Sheriff Reports – Gordon Smith, Sheriff

Information

- A. Code Enforcement – Shed/RV Issue

9. County Manager Reports – County Manager, Scott Kornegay

Information

- A. Community Planning Technical Assistance Grant Award

- B. Aquatic Plant Removal – Sampson Lake

10. County Attorney Reports – Rob Bradley

11. Commissioner’s Comments

12. Chair’s Comments

**NOTICE:**

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: September 3, 2024

AGENDA ITEM Meeting minutes from 08-06-2024.

DEPARTMENT: Clerk's Office

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

**August 6, 2024**

**9:30 A.M.**

**Charley E. Johns Conference Center**

**1610 N. Temple Avenue**

**Starke, Florida 32091**

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**MEETING MINUTES**

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

**PRESS PRESENT:** None

**STAFF MEMBERS IN ATTENDANCE:** County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Rob Bradley; Clerk of Court Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Finance Director Dana LaFollette; Zoning Director Randy Andrews; Public Works Director Jason Dodds; Community Development Director Kelly Canady; Sheriff Gordon Smith; Col. Brad Smith; Capt. Brad Witt; Tax Collector Teresa Phillips; Alachua County Extension Director Cindy Sanders; and Assistant Library Director Kimberly Crawford.

1. **CALL TO ORDER:** Chair Spooner called the meeting to order at 9:39 A.M.

2. **PUBLIC HEARING – RANDY ANDREWS, ZONING DIRECTOR**

A. **AN ORDINANCE (*Ordinance No. 2024-08*) 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, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing for public comments.

**Public Comments:**

- Vyunda Strong

After public comments, the public hearing was closed.

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

**Motion Carries 5-0**



- B. AN ORDINANCE (*Ordinance No. 2024-09*) 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 24-04, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM AGRICULTURAL-2 (A-2) TO COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Andrews to approve the ordinance.**

**Motion Carries 5-0**

- C. AN ORDINANCE (*Ordinance No. 2024-10*) 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, S240502B, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**Motion Carries 5-0**

- D. AN ORDINANCE (*Ordinance No. 2024-11*) 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**It was MOVED by Commissioner Andrews and SECONDED by Commissioner Dougherty to approve the ordinance.**

**Motion Carries 5-0**

**3. PUBLIC COMMENTS**

- Carol Mosley
- Paul Still
- Bonnie Cannone
- Kate Ellison
- Marshall Clayton Rawson
- Brandon Elixson
- Vyunda Strong
- Nansee Markham

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

- A. MEETING MINUTES FROM 06-20-2024.**
- B. MEETING MINUTES FROM 07-02-2024.**
- C. CHANGE ORDER NO. 2 FOR SHIP REHAB FILE 2019-7-S, IN THE AMOUNT OF \$10,637.50.**
- D. DEVIATION FROM SHIP LHAP ON SHIP REHAB FILE 2019-7-S.**
- E. SHIP REHAB LOAN, NOT TO EXCEED \$35,000 FOR SHIP FILE 2020-6-S.**
- F. A RESOLUTION (*Resolution No. 2024-08*) OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF AN AMENDMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE DESIGNATION OF A SIGNATORY FOR SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- G. AVMED RATES FOR 2024-2025.**
- H. RFQ 2024-001 FOR CONTINUING CONTRACTS FOR ENGINEERING AND/OR SURVEY AND MAPPING SERVICES.**

**Discussion:**

- Clarification that item 4(G) adopts option 3 renewal.

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

**Motion Carries 5-0**

5. A RESOLUTION (*Resolution No. 2024-09*) 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 ASSESSMENT 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 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.

Chair Spooner recognized County Attorney Rob Bradley who read the resolution title into the record.

**Discussion:**

- Comments in favor of levying the fire assessment tax in fiscal year (FY) 24-25.
- Comments in favor of levying the fire assessment tax in FY 25-26.
- Comments not in favor of levying any new taxes in the current economic state.
- Comments confirming that the board can levy the fire assessment tax at any time after adoption of resolution.
- Comments in favor of holding workshops to discuss the fire assessment and fire rescue operations.
- Comments expressing thanks to Chief Carter and County Manager Kornegay on addressing questions about the fire assessment.
- Comments in favor of funding the fire operations at the 50% assessment rate.

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

**Motion Fails 4-1 (Vice Chair Riddick assenting vote)**

6. A RESOLUTION (*Res. No. 2024-10*) OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA OPPOSING THE PRO-ABORTION AMENDMENT TO FLORIDA CONSTITUTION.

**Discussion:**

- Comments for and against the resolution.

It was **MOVED** by Vice Chair Riddick and **SECONDED** by Commissioner Dougherty to adopt the resolution.

**Motion Carries 4-1 (Chair Spooner dissenting vote)**

- 7. CONTRACT AGREEMENT WITH ROADWAY MANAGEMENT TECHNOLOGIES (RMT) FOR HARDWARE/SOFTWARE TO PROACTIVELY PROVIDE THE LEVEL OF ROADWAY DETERIORATION THROUGHOUT THE COUNTY - \$50,000 ANNUALLY – JASON DODDS, PUBLIC WORKS DIRECTOR.**

**Discussion:**

- Service will be paid for from gas tax revenue.

It was **MOVED** by Commissioner Dougherty and **SECONDED** by Vice Chair Riddick to approve item 7.

**Motion Carries 5-0**

- 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.**

**Discussion -none**

It was **MOVED** by Commissioner Thompson and **SECONDED** by Commissioner Dougherty to approve item 8 A-C.

**Motion Carries 5-0**

Mr. Dodds thanked the sheriff's office, fire rescue, FPL, Clay Electric, and the community with assisting in storm recovery efforts.

- 9. INTERLOCAL AGREEMENT BETWEEN BOARDS OF COUNTY COMMISSIONERS OF ALACHUA, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, AND UNION REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 26.**

Chair Spooner recognized Phillis Marty, Chief Executive Officer of CareerSource North Central Florida to present an interlocal agreement for local workforce development – area 26, for board consideration.

**Discussion:**

- One representative represents the interests of each county mentioned in the interlocal agreement.
- Remarks highlighting the necessity of ensuring the availability of resources at the local HUBS and the local office.
- CareerSource partnership with Communities in Schools (CIS) in Bradford County.
- In the prior year, Bradford County reimbursed the state for disallowable costs with CareerSource. Moving forward, liability insurance will be in place to reduce the risk of disallowed expenses.

Chair Spooner recognized Cindy DeValerio, executive director for Bradford County CIS to present the following highlights of the CIS program:

- Served 110 students, grades 6<sup>th</sup> through 12<sup>th</sup>.
- Offer scholarships: three partial scholarships; five two-year scholarships; and added six new scholarships.
- Program has 5 part-time employees.
- Fundraising activities, such as monthly bingo games and an annual golf tournament.
- Life Spring Church provided Christmas support to 21 underprivileged students.
- Backpack Weekend program benefited 117 students in the district, with 18 of those students coming from Bradford County
- The school district provides in-kind services, such as office space, phones, computers, and internet.
- The Hanger: a resource room for clothes, work materials, school supplies, shoes, and other items.
- Partnered with Achievers for Life Club to implement a tobacco-free initiative.
- All enrolled students received 100% of their diplomas.
- CIS is able to work with students in a summer youth employment program because of funding provided by CareerSource.

**Discussion:**

- Positive comments on fundraising events such as Bingo.

**It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Andrews to approve the agreement as presented.**

**Motion Carries 5-0**

**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 (BRADFORD SOIL WATER CONSERVATION DISTRICT) APPROVED TO FUND \$2,000 TOWARDS THE ESTIMATED COST.**

Chair Spooner recognized Commissioner Andrews who recommended that agenda item 10 be tabled once an actual quote is submitted. The board was in consensus to table the agenda item 10.

## **11. OPIOID ABATEMENT FUNDING ALLOCATION – USE OF UNSPENT FUNDS - \$87,271.84**

Chair Spooner opened discussion from the board on use of unspent opioid abatement funds.

### **Discussion:**

- Interest expressed in allocating the unspent opioid abatement funds to Meridian for opioid treatment.
- Interest expressed to partner with the jail to help inmates and their families who are affected by substance abuse.

## **12. CLERK REPORTS – DENNY THOMPSON**

### **A. PRESENTATION OF TENTATIVE FISCAL-YEAR (FY) 2024-2025 BUDGET SUMMARY.**

Clerk Thompson recognized Finance Director Dana LaFollette who presented the board with a tentative budget summary for FY 2024-2025, totaling \$75,532,884.00 (not including Florida Department of Transportation grants). Ms. LaFollette advised that there is enough money in the unrestricted general fund balance of \$13,885,812 to handle two months' worth of emergency recurring expenses.

Clerk Thompson cautioned the board on county spending.

**Discussion** -none

## **13. SHERIFF REPORTS – GORDON SMITH**

Sheriff Smith recognized Captain Brad Witt who gave a brief report on impacts to Bradford County from Hurricane Debby and efforts made by multiple agencies to respond to said hurricane.

### **Discussion:**

- Comments expressing gratitude of all agencies responding to Hurricane Debby.

## **14. COUNTY MANAGER REPORTS – SCOTT KORNEGAY**

### **A. COMMUNITY RESOURCE PARAMEDICINE PROGRAM UPDATE.**

Mr. Kornegay recognized Lt. David Weeks who presented a PowerPoint presentation on the paramedicine program highlighting the following:

- Program statistics
- Expired drug intake program
- Memorandums of agreement with The Arc, Meridian, Answers, and Florida Health
- Community mobile support unit
- MAT (medicated aided treatment) planning process
- Future plans for the paramedicine program

Mr. Kornegay reported that the new county website is live and provided positive comments on agency response to Hurricane Debby.

**Discussion** – none

## **15. COUNTY ATTORNEY REPORTS – ROB BRADLEY**

In response to a question made during public comments on how agricultural land is taxed, Mr. Bradley said that in order to receive the agricultural designation for assessment purposes, the property owner must apply to the property appraiser annually. The property appraiser's office will conduct an on-site inspection to ascertain whether the land is eligible for the agriculture designation.

## **16. COMMISSIONER'S COMMENTS**

### **Commissioner Andrews**

- Mr. Bradley informed Ms. Andrews that the assessment process is the same for everyone in answer to her question about how taxes are calculated for property owners who reside on both public and private roads.
- In response to Ms. Andrews question about why the county cannot work on private roads when the property owners pay the same taxes as everyone else, Mr. Bradley explained that the concept is based on the fact that the developer did not invest much to develop the property; consequently, the property was sold at a reduced price compared to properties that are county maintained.

### **Commissioner Dougherty**

- Remarks acknowledging Clerk Thompson's earlier recommendation that the county reject developments that do not adhere to specific conditions set by the county, or that the buyer of a piece of property needs to acknowledge that they are buying onto a private road.
- Comments on the need to address questions and concerns regarding emergency operations before imposing a new revenue source.

### **Vice Chair Riddick**

- Read into the record the resolution adopted by the board opposing the pro-abortion amendment to the Florida Constitution.

## **17. CHAIR'S COMMENTS**

**ADJOURN:** There being no further business, the meeting adjourned at 12:15 p.m.

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

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**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

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: September 3, 2024

AGENDA ITEM Emergency meeting minutes from 08-09-2024.

DEPARTMENT: Clerk's Office

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

**August 9, 2024**

**3:30 P.M.**

**Gov Charley E. Johns Conference Center**

**1601 North Temple Avenue**

**Starke, Florida 32091**

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**MEETING MINUTES**

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**BOARD MEMBERS PRESENT:** Commissioner District 1 – Chair Carolyn Spooner  
Commissioner District 4 – Vice-Chair Danny Riddick  
Commissioner District 5 – Diane Andrews

**BOARD MEMBERS NOT PRESENT:** Commissioner District 2 – Kenny Thompson  
Commissioner District 3 – Joseph C. Dougherty

**PRESS PRESENT:** Bradford County Telegraph

**STAFF MEMBERS IN ATTENDANCE:** County Manager Scott Kornegay; Executive Assistant Amanda Brown; Finance Director Dana LaFollette; Col. Brad Smith; Sheriff Gordon Smith; Captain Brad Witt; Lt. Weeks; Captain Mobley; and Tax Collector Teresa Phillips.

**STAFF MEMBERS IN ATTENDANCE ON THE PHONE:** County Attorney Rich Komando and Fire Rescue Chief Ben Carter

**1. CALL TO ORDER:** Chair Spooner called the meeting to order at 3:36 P.M.

**2. DECLARATION OF NEED FOR EMERGENCY MEETING**

- A. DUE TO THE CONDITIONS OBSERVED ON NW 112<sup>TH</sup> AVE, BROOKER, FL 32044, A PRIVATELY-OWNED ROAD, AN EMERGENCY MEETING HAS BEEN CALLED BY COMMISSIONER ANDREWS TO DISCUSS THE CONDITION OF THE ROAD AFTER THE DAMAGE FROM HURRICANE DEBBY AND THE POSSIBILITY OF AUTHORIZING REPAIR.**

It was **MOVED** by Commissioner Andrews and **SECONDED** by Chair Spooner to declare the meeting an emergency. (Chair Spooner passed the gavel to Vice-Chair Riddick to second the motion.)

**Motion Carries 2-1 (Vice-Chair Riddick dissenting vote)**

**3. NW 112<sup>TH</sup> AVE, BROOKER, FL 32044 – REPAIR OF PRIVATE ROAD**

- A. TO AUTHORIZE EXPENDITURE OF PUBLIC FUNDS FOR USE ON PRIVATE PROPERTY, THE BOARD MUST ESTABLISH THAT:**
- 1. THE ROAD IS IMPASSIBLE; AND**
  - 2. ACTION TAKEN WILL SERVE A PUBLIC BENEFIT.**

**Public Comments:** Chair Spooner opened the meeting for public comments.

- Jassie Crews
- Paul Still
- Brandon Breedlove
- Jessica Henshaw-Soulsby
- Mary Bose
- Carol Mosley

**Discussion:** after public comments, Chair Spooner opened with discussion from the board and county staff:

- Repairs should include SW 113<sup>th</sup> Avenue and C.R. 18.
- According to Chief Carter and Capt. Mobley, the following vehicles can or cannot access Riverbend:
  - Tanker Truck – no, cannot access
  - Fire Truck – no, cannot access
  - Brush Truck – would be difficult to access
  - Ambulance – would be difficult to access
  - Polaris Ranger MERV – yes, can access
- Concerns expressed with working on private roads.
- FEMA reimbursement is not guaranteed even if conditions are met, reimbursement is at 25%, the reimbursement process is lengthy. Reimbursement on private properties is questionable.
- County-owned lime rock material at Keystone Airport was purchased with monies from a DEO jobs growth grant. The lime rock cannot be utilized for any other purpose.
- It was verified that lime rock held by the county is available and may be utilized to fix the private road.
- County Attorney Rich Komando stated that so long as the board can make the two findings: 1) the road is impassable; and 2) action taken will serve a public benefit, he was fine with the residents fixing the private road themselves and the county providing the lime rock material.
- Children waiting for the school bus will benefit from repairs to the intersection of C.R. 18 and S.W. 113th. Currently, due to the state of the private road, the children are standing on C.R. 18.

**It was MOVED by Commissioner Andrews and SECONDED by Vice Chair Riddick to approve the use of public funds on private roads N.W. 112th Avenue and portions of S.W. 113th Avenue at the intersection of C.R. 18, providing materials exclusively, and giving residents back any dirt that the county excavates.**

**Motion Carries 3-0**

**ADJOURN:** There being no further business, the meeting adjourned at 4:50 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

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM Law Enforcement Salary Assistance for Fiscally Constrained Counties

DEPARTMENT: Bradford County Sheriff's Office

PURPOSE: Grant award from the Florida Department of Law Enforcement to provide financial assistance to the Sheriff's office for salary increases for deputy sheriffs and correctional officers employes by the Sheriff's office or Board of County Commissioners.

REVENUE: \$703,809.00

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Bradford County Board of County Commissioners**

**AWARD AGREEMENT**

Award Number: ME002  
Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties  
Award Period: 07/01/2024 – 06/30/2025  
Awarded Funds: \$703,809.00  
FLAIR Vendor ID: 596000519  
CSFA Catalog Number: 71.067

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This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Bradford County Board of County Commissioners (herein referred to as "Recipient") on behalf of Bradford County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2024 Legislature, Section 4, Specific Appropriation 1290, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

This agreement is subject to the Special Conditions outlined in **Appendix A** and all applicable state financial assistance Standard Conditions provided in **Appendix B**.

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

"From the funds in Specific Appropriation 1290, \$20,906,784 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	\$292,754
Bradford County Sheriff's Office	\$703,809
Calhoun County Sheriff's Office	\$434,740
Columbia County Sheriff's Office	\$1,378,388
Desoto County Sheriff's Office	\$521,994
Dixie County Sheriff's Office	\$690,634
Franklin County Sheriff's Office	\$539,122
Gadsden County Sheriff's Office	\$657,697
Gilchrist County Sheriff's Office	\$486,422
Glades County Sheriff's Office	\$384,974
Gulf County Sheriff's Office	\$246,637
Hamilton County Sheriff's Office	\$271,011
Hardee County Sheriff's Office	\$361,259
Hendry County Sheriff's Office	\$786,812
Highlands County Sheriff's Office	\$1,243,984
Holmes County Sheriff's Office	\$835,559
Jackson County Sheriff's Office	\$1,303,272
Jefferson County Sheriff's Office	\$342,814
Lafayette County Sheriff's Office	\$388,927
Levy County Sheriff's Office	\$1,085,884
Liberty County Sheriff's Office	\$626,077
Madison County Sheriff's Office	\$640,569
Okeechobee County Sheriff's Office	\$1,082,591
Putnam County Sheriff's Office	\$1,481,134
Suwannee County Sheriff's Office	\$794,717
Taylor County Sheriff's Office	\$379,704
Union County Sheriff's Office	\$388,663
Wakulla County Sheriff's Office	\$859,538
Washington County Sheriff's Office	\$785,234
Jackson County Board of County Commissioners	\$803,294
Gulf County Board of County Commissioners	\$108,660

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 7, 2024, the sheriff's offices and boards of county commissioners shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

- S0001** Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.
- S0002** The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 07, 2024, a report detailing how funds were distributed to officers
- S0003** The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

## Section I: Definitions

**Expenditure Tracking:** The actual expenditures made using funds extended under this agreement. Expenditures made with these funds must be tracked separately from other funds, including other salary dollars, and be easily identifiable within the Recipient Sheriff's payroll system.

**Payroll Register:** A ledger report from the Recipient Sheriff's payroll system detailing the amount of salary and benefits paid to each employee impacted under the terms of this agreement.

**Proof of Payment:** Proof of payment may include pay stubs, payroll registers, and timesheets, and must be maintained and made available to the Department upon request and/or during monitoring.

**Quarterly Payroll Certification Form:** A report certifying payroll amounts paid to each employee whose salary is impacted under the terms of this agreement. The Recipient's Sheriff shall use the Quarterly Payroll Certification Form provided by FDLE. The payroll report must provide all information requested, including:

1. The gross amount of salary and benefits paid to each affected employee from funds allocated in the local operating budget.
2. The gross amount of salary and benefits paid to each affected employee from funds advanced under the terms of this contract which support a salary increase over and above that paid from the agency's local operating budget.

**Quarterly Reporting Periods:** For purposes of this agreement, Quarterly Reporting Periods are based upon the 2024-2025 fiscal year for the State of Florida, which begins July 1, 2024 and ends June 30, 2025.

**Spending Plan:** A document provided by the Recipient's Sheriff detailing the manner in which the salary increases funded under this agreement shall be distributed to officers.

## Section II: Project Overview

The 2024-2025 budget for the State of Florida, passed by the Florida Legislature and signed by Governor Ron DeSantis on June 12, 2024, includes an appropriation of \$20,906,874 in recurring funds to FDLE to provide "for salary increases for deputy sheriffs and correctional officers employed by sheriff's offices or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The amount provided to each fiscally constrained county is established by the 2024-2025 General Appropriations Act and the funds received by FDLE as a result of this appropriation will be passed through to those counties in the prescribed amounts. Disbursements will be made in equal, quarterly distributions, provided that contract conditions are met.

In accordance with statute, funds advanced under the terms of this agreement must be utilized by the Recipient's Sheriff for salary increases to deputy sheriffs and correctional officers employed by the Sheriff's Office of the Recipient. The Recipient, through its Sheriff's Office, shall perform all tasks and activities, and provide budget, expenditure, performance, and other reports as prescribed herein or required by statute.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations specified in Florida Statutes including, but not limited to, the following:

- The Single Audit Act, Chapter 215.97, Florida Statutes;
- Agreements Funded with State Financial Assistance, Chapter 215.971, Florida Statutes; and
- Transparency in Government Spending, Chapter 215.985, Florida Statutes.



### **Recipient and Recipient's Sheriff Responsibilities:**

Through its Sheriff's Office, the Recipient shall provide county law enforcement and corrections services on a regular and ongoing basis during the 2024-2025 contract period.

The Recipient Sheriff's Office will strive to maintain adequate staffing levels and services based upon the specific needs of the community it serves and in accordance with established policies and procedures.

The Recipient shall provide a copy of the current year's annual budget for the Sheriff's Office with the executed copy of this agreement. In addition, the Recipient's Sheriff must provide a copy of the Recipient Sheriff's spending plan for distribution of this funding. No funds will be advanced prior to receipt of these items. Additionally, a copy of the 2024-2025 budget for the Sheriff's Office must be provided at the beginning of the Recipient's fiscal year, but no later than November 1, 2024.

Funding provided to the Recipient will not exceed the amount specified in the 2024-2025 General Appropriations Act. Allowable costs are limited to salaries and benefits for deputy sheriffs and corrections officers employed by the Recipient Sheriff's Office.

### **Deliverables:**

As stated in the scope and responsibilities above, the Recipient will provide, through its Sheriff's Office, ongoing law enforcement and corrections services, where applicable, to the community it serves. The Recipient's Sheriff shall ensure files are maintained to substantiate the hours of law enforcement and corrections services provided and the amounts paid for those services. Expenditures paid under this agreement are intended to provide increases to salaries currently paid by Recipient's Sheriff to deputy sheriffs and corrections officers who provide those services. Supporting documentation for the deliverables and use of funds must be made available to FDLE in accordance with specifications and deadlines prescribed herein.

For payment purposes, the Recipient will receive a quarterly advance initiated by the Department after its return of this executed agreement, Spending Plan, and current Sheriff's Office budget.

Any state funds provided to the Recipient under this agreement that are determined to be utilized for ineligible expenditures, or which remain unspent at the end of the **state** fiscal year (June 30, 2025), must be returned to the Department no later than July 31, 2025. The Department's determination of acceptable expenditures shall be conclusive.

### **Financial Consequences and Other Requirements:**

If the Recipient's Sheriff's Office fails to provide law enforcement or corrections services as outlined in this Agreement, additional distributions of cash will be withheld. Future funding under this program may also be jeopardized.

In the event the Recipient's Sheriff's Office ceases provision of law enforcement or corrections services during this contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted employees from the beginning of this contract through the date the provision of services ceased. The actual costs will be compared to the distributions to date, and any state funds in excess of eligible funds expended must be refunded to the Department by July 31, 2025.

### **Section III: Payments and Financial Reports**

Funds will be disbursed to the Recipient based upon the amount specified in the 2024-2025 General Appropriations Act for this purpose. Prior to any distribution of funding, the following must be provided to the Department: copy of this fully executed contract; and

- A Spending Plan detailing the method of distribution for these salary dollars; and
- A copy of the current fiscal year budget for the Recipient's Sheriff.

Upon execution of this agreement and provision of the required items detailed above, the Recipient shall be eligible to receive quarterly payments as outlined in this agreement. Advance payments will be issued in equal, quarterly disbursements, no earlier than July 1, 2024. Funding provided under this program is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Recipient and Department agree that quarterly certification reports and payroll registers shall be provided by the 15<sup>th</sup> day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2024
- January 15, 2025
- April 15, 2025
- July 15, 2025

The Recipient may only retain funds up to an amount equal to the actual amount of salary increases paid to deputy sheriffs and correctional officers employed by the Sheriff's Office between July 1, 2024 and June 30, 2025. After the close of the 2024-2025 state fiscal year, the amount distributed under this agreement will be compared to the actual amount of payroll expenditures as disclosed in the required "Quarterly Payroll Certification Form." Any state funds received in excess of the supplemental salary amount paid, as well as any balance of unobligated funds, must be refunded to the Department no later than July 31, 2025 or 31 days after notification by the Department.

Expenditures incurred outside the agreement period (July 1, 2024 – June 30, 2025) are not eligible to be paid with these funds.

The Recipient and the Recipient's Sheriff must establish procedures to accept payments during the contract period and maintain supporting documentation including payroll registers, general ledgers, paystubs, and timesheets as proof of payment for all expenditures made with state funds distributed under the terms of this agreement.

No request for payment shall be made, nor shall any such request be honored, for any activity not covered by this agreement; and no monies distributed to the Recipient shall be used for any purpose or to fund any operations unrelated to this agreement.

## Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Grant Manager		Chief Official Contact	
<b>Name</b>	Melissa Hewitt	<b>Name</b>	Carolyn Spooner
<b>Title</b>	Executive Assistant	<b>Title</b>	Chair
<b>Address</b>	PO Box 400	<b>Address</b>	945 N. Temple Avenue
<b>City/ST/Zip</b>	Starke, Florida 32091	<b>City/ST/Zip</b>	Starke, Florida 32091
<b>Phone</b>	904-966-6307	<b>Phone</b>	904-966-6327
<b>Email</b>	melissa_hewitt@bradfordsheriff.org	<b>Email</b>	bocc@bradfordcountyfl.gov

Chief Financial Officer		Alternative Point-of-Contact	
<b>Name</b>	Carson Denny Thompson	<b>Name</b>	Brad Smith
<b>Title</b>	Clerk of Court	<b>Title</b>	Colonel
<b>Address</b>	PO Box Drawer B	<b>Address</b>	PO Box 400
<b>City/ST/Zip</b>	Starke, Florida 32091	<b>City/ST/Zip</b>	Starke, Florida 32091
<b>Phone</b>	904-966-6281	<b>Phone</b>	904-966-6303
<b>Email</b>	denny_thompson@bradfordcountyfl.gov	<b>Email</b>	brad_smilh@bradfordsheriff.org

**Grant Manager:** This individual serves as the primary point-of-contact for the grant, project activities, responsible for all performance and financial reporting, and overall compliance with the grant agreement.

**Chief Official:** This individual is the head of the recipient agency. **Note:** If using a Chief Official Designee, the application must include a copy of the written authorization of signature authority (official letter from the chief official, ordinance, charter, etc.) approving the individual for signature authority.

**Chief Financial Officer:** This individual is responsible for the entity's accounting system, financial and records management, and certifying the financial claim reports that are submitted for payment.

**Alternative Point-of-Contact:** This individual serves as the alternative point-of-contact for this award if the primary point-of-contact is unavailable.

**Award Signatures**

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including strikeouts, whiteout, etc. are not permitted.**

**Florida Department of Law Enforcement  
Office of Criminal Justice Grants**

Signature: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

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

**Recipient  
Bradford County Board of County Commissioners**

Signature: \_\_\_\_\_

Typed Name and Title: Carolyn Spooner, Chair

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

**THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES**

**Appendix A: Special Conditions**

Award Number: ME002  
Recipient: Bradford County Board of County Commissioners  
Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties  
Award Period: 07/01/2024 – 06/30/2025

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001            Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.
  
- S0002            The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 7, 2024, a report detailing how funds were distributed to officers.
  
- S0003            The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

## Appendix B: State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

### I. PAYMENTS

#### Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

### II. PROJECT AND GRANT MANAGEMENT

#### Personnel Changes

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

#### Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

#### Financial Management

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to

separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

#### Travel

Costs for travel are not allowable under this grant agreement.

#### Subcontracts

Subcontracts are not allowable under the terms of this agreement.

#### Grant Adjustments

Grant adjustment under this agreement are limited as all of the funds are intended for one purpose. Recipients must submit a grant adjustment to the FDLE grant manager for substantive changes to its Spending Plan, implementation schedules, or Project Director as set forth in the approved agreement.

Adjustments are required when there will be a change affecting 10% or more of the total budget as outlined in the Spending Plan.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

### III. MANDATORY DISCLOSURES

#### Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

#### Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

#### Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants

any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**Restrictions and certifications regarding non-disclosure agreements and related matters**

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

**IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS**

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

**Civil Rights**

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**E-Verify**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act.

Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

**Lobbying Prohibited**

The Recipient shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

**Public Records**

As required by section 287.058(1)(c), Florida Statutes, the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), Florida Statutes as prescribed by section 119.07(1) Florida Statutes, made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

**Legal Authorization**

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the

undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

**Independent Contractor, Subcontracting and Assignments**

In performing its obligations under this Agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

**Notice of Legal Actions**

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

**Property**

The purchase of or improvements to real property are not allowable under this agreement.

**Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

**V. RECORDS, AUDITS AND DATA SECURITY**

**Records, Retention**

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five

(5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

**Audits**

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, Florida Statutes).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have



an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof  
Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

### **Monitoring**

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests

related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, Florida Statutes. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

### **Property Management**

The purchase of property and equipment is not allowable under the terms of this agreement.

### **Recipient's Confidential and Exempt Information**

By executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, Florida Statutes. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

## **VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION**

### **Financial Penalties for Failure to Take Corrective Action**

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

### **Termination**

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and section 119.07(1), Florida Statutes

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any

provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

### **Disputes and Appeals**

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Fla.

Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

**Liability**

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless

against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statute.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: 9-3-2024

AGENDA ITEM LSF PO Agreement

DEPARTMENT: Fire Rescue

PURPOSE: Approval of agreement with LSF for use of Opioid Abatement Funds for year 2 of the Community Resource Paramedicine program.

ASSOCIATED COST(S): NA

BUDGET LINE (G/L #): NA



## PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and Bradford County Board of County Commissioners, herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

**Effective and Ending Dates.** The terms of this Agreement shall be effective July 1, 2024, and shall continue through June 30, 2025.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement)** in Bradford County.

**Services to be Provided.** This scope of work is for the Contractor to continue the Community Paramedicine Program to bridge the gap between emergency medical services and community-based health care, with a specific focus on substance use disorder. The program will provide proactive and preventative care to individuals with or at risk of substance use disorders, ultimately improving health outcomes and reducing emergency services utilization. The additional funding will be used to add services, such as medication-assisted treatment (MAT).

### Section 1. Financial Consideration

#### 1.1. Award Amount

Bradford County Board of County Commissioners has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget** for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

#### 1.2. Budget

- 1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.
- 1.2.2 All budgets and revisions thereto are subject to approval by LSF.
- 1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.
- 1.2.4 Approved budgets shall be maintained in the official agreement file.
- 1.2.5 Modifications to the approved budget may not be effective retroactively.

### 1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: <https://www.lsfhealthsystems.org/resources/#contractdocument>, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports**, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

## Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

- 2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year:

<https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

2.2.3 Service Tasks

- 2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

2.3. Required Reporting

- 2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8<sup>th</sup> of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.
- 2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8<sup>th</sup> of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.
- 2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.
- 2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

**Section 3. Documentation**

3.1. Cost

- 3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.
- 3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.
- 3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.



3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

### 3.2. Services Rendered

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.

3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

## Section 4. Miscellaneous

### 4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

- i. Employment history check,
- ii. Fingerprinting for all criminal record checks,
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
- iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
- v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
- vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer

immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: [www.dcf.state.fl.us/programs/backgroundscreening/](http://www.dcf.state.fl.us/programs/backgroundscreening/).

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

- i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

#### 4.2. Representations

4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

#### 4.3. Terms and Conditions

4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

#### 4.4. Business Associates

4.4.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

#### 4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Contract. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. Upon the execution of this Contract, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Contract.

4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

4.5.6. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the

Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.
- 4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

#### 4.6. Indemnification

- 4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.
- 4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents, or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents or contractors.

- 4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.
- 4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

#### 4.7. Governing Law and Compliance

##### 4.7.1. Governing Law

- 4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

##### 4.7.2. Florida Regulatory Governance

- 4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

##### 4.7.3. Corporate Compliance

- 4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

##### 4.7.4. General Provisions

- 4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

#### 4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

#### 4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

#### 4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

#### 4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

#### 4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

#### 4.9.9 Cancellation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this ten-page Agreement to be effective this 1<sup>st</sup> day of July 2024.



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: 8/22/2024

AGENDA ITEM: Grant for AK Maintenance

DEPARTMENT: 911 Communications

PURPOSE: Maintenance for Phone Systems

ASSOCIATED COST(S): 30,050.00

BUDGET LINE (G/L #): 30,050.00



**RURAL GRANT APPLICATION****Basic Information**

Application Submitted Date : 08-22-2024 11:18:18

PDF Generated Date: 08-22-2024 11:18:40

County : BRADFORD

Project Title: CPE Support Maintenance

Amount Requested: 30050.00

Procurement Method : NONE

**1. Chair, Board of County Commissioners.**

945-B N Temple Ave

Starke , FL 32091

Bradford County

**2. County 911 Coordinator:**

945 N Temple Ave

Starke , FL 32091

Bradford County

**3. County fact information**

Number of PSAPs : 1

Number of Call-taking Positions per PSAP : 5

What equipment is requested in this grant application :  
None**4. Financial Information**

A) Current annual costs for 911 systems : 68907	B) Current annual costs for maintenance: 74766.
C) Total amount of 911 fee revenue received : 106696.19	D) Carry-forward funding retained: 0
E) Current carry-forward funding : 0	F) Applied carry-forward funding : 64017.72
G) Minimum calculated amount for applied carry-forward funding :0	

**5. Describe the existing system**

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

**6. Describe the scope of work**

AK onsite maintenance  
PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755

AK Elite Premier Maintenance  
 Description Price Qty Ext. Price  
 AKEPMaint AK Elite Premier Maintenance  
 Dates of Support: 1/1/25 through 12/31/25  
 \$30,050.00 1 \$30,050.00

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

**7. Justification of the need for the proposed project**

AK Associates provides the first line of 24/7 support to the customer through the established call-out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact an agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.

**8. Justification of grant funding**

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

**9. Project timeline**

Bradford will procure annual support for the following as they come due.....  
 AK Associates 1/1/2025 till 12/31/2025

**10. Single or sole source justification, if applicable**

Not applicable.

**12. Budget Reports**

**Year 1**

**System: Hardware, Software, Equipment, & Labor**

Item	Total Amount , Unit Price , Quantity
------	--------------------------------------

System Subtotal : \$0.00

**Services: Training, Maintenance, and Warranty Items**

Item	Total Amount , Unit Price , Quantity
AK Elite Premier Maintenance	\$30,050.00 ( \$30,050.00 X 1 )

Services Subtotal : \$30,050.00

Year 1 Budget Total : \$30,050.00

Service Subtotal : 30050

Overall Project Total : \$30,050.00

Carry-Forward Funds Applied : \$0.00

**13. Assurances**

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

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct.

A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the Emergency Communications Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida 911 website.

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

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

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

**14. Authority**

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

\_\_\_\_\_  
SIGNATURE CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANAGER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

Regional Signatures if Applicable (add additional lines if needed)



We have prepared a quote for you

**AK Maintenance**

Quote # 001637  
Version 1

Prepared for:

**Bradford County, FL**

Nicole Dowell  
[nicole\\_dowell@bradfordsheriff.org](mailto:nicole_dowell@bradfordsheriff.org)



AK Elite Premier Maintenance

Description	Price	Qty	Ext. Price
AKEPMaint <b>AK Elite Premier Maintenance</b> <i>Dates of Support: 1/1/25 through 12/31/25</i>	\$30,050.00	1	\$30,050.00

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

*AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor’s representative to resolution.*

Subtotal:            **\$30,050.00**

Payment Terms

Description	Qty
Terms of Sale: • Payment Terms are Net 30	



## AK Maintenance

### Prepared by:

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

### Prepared for:

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

### Quote Information:

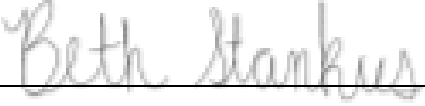
**Quote #: 001637**  
Version: 1  
Delivery Date: 08/22/2024  
Expiration Date: 11/04/2024

## Quote Summary


Description	Amount
AK Elite Premier Maintenance	\$30,050.00
<b>Total: \$30,050.00</b>	

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

### AK Associates

Signature:   
Name: Beth Stankus  
Title: Manager of Accounting  
Date: 08/22/2024

### Bradford County, FL

Signature:   
Name: Nicole Dowell  
Initials: ND  
Date: 8/22/2024 10:56:31 AM  
IP Address: 170.249.156.162  
Email Address: nicole\_dowell@bradfordsheriff.org  
PO Number: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

---

AGENDA ITEM INFORMATION SHEET

---

DATE: 09/03/2024

AGENDA ITEM: Consider approval of the Annual Certified Budget for Mosquito Control, 24-25 year

DEPARTMENT: Mosquito Control

PURPOSE: Subsidizing Mosquito Control Costs

ASSOCIATED COST(S): state-\$65,494.12(This is a dollar for dollar County Matching the State amount)

County-\$65,494.12

Grand Total: \$130,988.24

BUDGET LINE (G/L #): State Grant: 112-334690, County match: 112-389900-00

Please have the Chairperson sign and date the 2 pages and return to Bennie Jackson, Mosquito Control Director.

Thank you





Florida Department of Agriculture and Consumer Services  
 Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL**

Submit to:  
 Mosquito Control Program  
 MosquitoControlReports@FDACS.gov  
 3125 Conner Blvd, Suite E  
 Tallahassee, FL 32399-1650

WILTON SIMPSON  
 COMMISSIONER

Rule 5E-13.022, F.A.C.  
 Telephone: (850) 617-7911; Fax (850) 617-7939

County or District: Bradford County

FISCAL YEAR: OCTOBER 1, 2024 TO SEPTEMBER 30, 2025

**RECEIPTS**

ACCT NO	DESCRIPTION	LOCAL	STATE	TOTAL
311	Ad Valorem (Current/Delinquent)	\$65,494.12	\$0.00	\$65,494.12
334.1	State Grant	\$0.00	\$65,494.12	\$65,494.12
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
<b>TOTAL RECEIPTS</b>		<b>\$65,494.12</b>	<b>\$65,494.12</b>	<b>\$130,988.24</b>
<b>BEGINNING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGETARY RECEIPTS AND BALANCES</b>		<b>\$65,494.12</b>	<b>\$65,494.12</b>	<b>\$130,988.24</b>

**EXPENDITURES**

ACCT NO	Uniform Accounting System Transaction	LOCAL	STATE	TOTAL
10	Personal Services	\$34,380.00	\$18,000.00	\$52,380.00
20	Personal Services Benefits	\$13,743.74	\$6,973.26	\$20,717.00
30	Operating Expense	\$0.00	\$0.00	\$0.00
40	Travel & Per Diem	\$500.00	\$700.00	\$1,200.00
41	Communication Serv	\$400.00	\$0.00	\$400.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$625.00	\$8,160.43	\$8,785.43
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$0.00	\$0.00	\$0.00
51	Office Supplies	\$500.00	\$8,160.43	\$8,660.43
52.1	Gasoline/Oil/Lube	\$3,000.00	\$3,000.00	\$6,000.00
52.2	Chemicals	\$8,213.38	\$20,000.00	\$28,213.38
52.3	Protective Clothing	\$0.00	\$0.00	\$0.00
52.4	Misc. Supplies	\$0.00	\$0.00	\$0.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$0.00	\$0.00	\$0.00
55	Training	\$0.00	\$500.00	\$500.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$4,132.00	\$0.00	\$4,132.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
Other	Please Select Other Accounting Code	\$0.00	\$0.00	\$0.00
Other	Please Select Other Accounting Code	\$0.00	\$0.00	\$0.00
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<b>TOTAL BUDGET AND CHANGES</b>		<b>\$65,494.12</b>	<b>\$65,494.12</b>	<b>\$130,988.24</b>
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
<b>TOTAL RESERVES ENDING BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES</b>		<b>\$65,494.12</b>	<b>\$65,494.12</b>	<b>\$130,988.24</b>
<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ 20\_\_\_\_  
 Chairman of the Board, or Clerk of Circuit Court

APPROVED: Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ 20\_\_\_\_  
 FDACS Mosquito Control Program Representative





Florida Department of Agriculture and Consumer Services  
 Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL**

Submit to:  
 Mosquito Control Program  
 MosquitoControlReports@FDACS.gov  
 3125 Conner Blvd, Suite E  
 Tallahassee, FL 32399-1650

WILTON SIMPSON  
 COMMISSIONER

Rule 5E-13.022, F.A.C.  
 Telephone: (850) 617-7911; Fax (850) 617-7939

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<b>TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES</b>		<b>\$65,494.12</b>	<b>\$65,494.12</b>	<b>\$130,988.24</b>
<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Chairman of the Board, or Clerk of Circuit Court

APPROVED: Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FDACS Mosquito Control Program Representative

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

---

AGENDA ITEM INFORMATION SHEET

---

DATE: September 3, 2024

AGENDA ITEM Consider approval of the updated Personnel Policies and Procedures

DEPARTMENT: County Manager

PURPOSE: The county's personnel policy was reviewed by the Krizner Group which provided a list of suggestions for updates and new language to include to ensure the policy is current with legal requirements.



# PERSONNEL POLICIES AND PROCEDURES

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## I. INTRODUCTION

This manual has been prepared and serves as the official Board of County Commissioners Personnel Policy. Please read it carefully and keep it for reference. This manual was amended effective September 3, 2024, and supersedes all previously issued materials that conflict with these policies. As the need arises, the County may amend, revise, modify, or delete provisions or policies.

The County Manager is designated to terminate the appointment and/or employment of county personnel. Termination of a Department Head/Supervisor will require Board concurrence.

We encourage you to see your department head or County Manager if you have any questions or need additional information.

## **II. YOU AND YOUR JOB**

### **A. LOYALTY OATH**

Florida law requires that each staff member take the following oath before a Notary Public:

"As a citizen of the State of Florida and of the United States of America (or resident alien), being appointed and/or hired by or as an officer of Bradford County, and a recipient of public funds as such, I do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Florida."

A copy of this oath must be signed by each staff member and filed in the records of the county before any voucher for the payment of salary, expenses, or other compensation to the staff member can be approved. Any person who fails to execute this oath shall be immediately discharged and shall not be permitted to receive any payment. Any person subsequently found to have made a false statement in the above oath may be guilty of the crime of perjury under Florida law.

### **B. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

We are committed to providing equal opportunity in all of our employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to age, race, color, sex, religion, national origin, marital status, gender identity or expression, or sexual orientation, disability, or any other protected status in accordance with the requirements of all federal, state, and local laws.

### **C. CORE VALUES**

Our goal is an ethical and cooperative work environment for all our employees. We expect our employees to understand the following core values and affirm their commitment to ethical conduct throughout their duties and activities.

We expect our employees to exhibit honesty, integrity, just management, fairness, trust, safety, and respect to coworkers, superiors, subordinates, those we serve and those who provide service to us.

We expect our employees to promote a positive work environment. Behaviors such as unscrupulous communications and gossip are destructive and not appropriate in our workplace.

We believe our employees to be good citizens of the community, reflecting well upon themselves and the BOCC's office.

We expect our employees to be respectful of their co-workers, the BOCC's office, and its leadership.

At times, we may trust our employees with confidential organizational information. Respect these confidences. We expect that proprietary information will be protected and secure and will not be disclosed to anyone without proper authorization.

We respect cultural diversity and recognize the value of a diverse workplace.

We are committed to providing a drug-free, safe, and healthy work environment, and to observe environmentally sound business practices.

We expect our employees to maintain accurate and complete business and transactional records. All information is to be factually represented in a timely manner.

#### **D. EMPLOYEE STATUS**

Full-time employees are active employees who are normally scheduled to work forty hours a week. Full-time employees are eligible for all of the benefits set forth in the following pages.

Part-time employees are active employees who are normally scheduled to work fewer than thirty hours a week. Part-time employees are included in the Florida Retirement System but are not eligible for any additional benefits.

If you have any questions concerning your status or the benefits for which you qualify, please contact the office of the Clerk of Courts.



## **E. EMERGENCY CONTACT INFORMATION**

Each employee is provided with an emergency contact form upon hire. This document is used to determine who should be contacted in the event a medical or other emergency occurs at work. This form may also be used as an alternative contact for the employee, should we be unable to contact the employee using other known methods. It is the responsibility of the employee to keep the emergency contact information updated. Employees should contact the Office of the Clerk of Courts to update this information.

The emergency contact form is confidential and will be maintained in the employee's personnel file. This information will be accessed only in the event of an emergency or when previously known contact information for the employee has been unsuccessful.

## **F. PROBATIONARY PERIOD**

All new personnel serve a probationary period during the first 180 days of their appointment and/or employment. This period is established to evaluate the new employee's work quality, attendance, and other performance factors and to determine how well they fit in. It also gives the individual an opportunity to decide whether they like the new job and surroundings. Personnel on probation may be terminated, transferred, or demoted at any time during this probationary period. Probationary personnel are personnel "at will, who may be terminated without cause." Satisfactory completion of the probationary period shall not be construed to mean that personnel have been given a property interest in their appointment and/or employment with the County. If a probationary staff member is terminated without cause, the staff member shall be given two weeks' notice. If the termination of a probationary staff member is with cause, no notice or severance pay shall be given. If it is determined that the probationary staff member's job performance has been questionable or unsatisfactory, that staff member's probationary period may be extended.

Staff members accrue paid personal leave during the probationary period but may not use such leave until successful completion of the probationary period.

During the probationary period, more experienced personnel will share their knowledge and help you adjust to your duties and various procedures. Meanwhile, you

should not hesitate to ask questions to learn as much as possible about your new job. Your questions and concerns are important.

If, because of an illness or injury, you are absent from work for more than five days during your probationary period, we may choose to extend your probationary period as necessary to give you a fair opportunity to demonstrate your ability to do the job. If your probationary period is extended, you will be notified.

Should an employee's performance become unsatisfactory at any time during this probationary period, the employee will be subject to discharge at that time. If the BOCC's office terminates an employee for unsatisfactory work performance during their probationary period, the BOCC's office's account will not be charged for unemployment benefits. Completion of the probationary period does not confer any expectation of continuation in employment; continuation depends on the needs of the BOCC's office and the performance and conduct of the employee.

## **G. PERSONNEL RECORDS**

You will have your own personnel file. The file will contain information concerning your positions held, salary, advancement, promotions, leave, absence, commendations, and reprimands, if any. Personnel should be aware of the importance of keeping their personnel file current. You should promptly notify the payroll clerk of any change of address, telephone number, number of dependents, beneficiaries, etc. This is your responsibility and failure to do so may result in a loss of benefits. You should always advise your department head of any special training courses you have completed. Copies of diplomas or certificates should be forwarded to the payroll clerk to become a permanent part of your personnel file.

All personnel have the right to know and inspect all matters contained in their personnel file and are entitled to copies of all matters contained therein.

All matters contained within a staff member's personnel file are subject to public review and inspection unless statutorily exempted as not being a public record. Any member of the public requesting to review a staff member's personnel file, however, will be asked to put their request in writing and include their name, telephone number and what they wish to inspect or obtain copies of. When such a request is received, it shall be placed in the personnel file and the staff member shall be immediately notified of the request.

The Clerk of Courts, as custodian for the county's personnel files, shall be responsible for ensuring that no confidential or private information or document is improperly or accidentally released to the public. The clerk will maintain a separate confidential file on each county employee in which all health, medical, insurance, and any other confidential and non-public records may be maintained in a secure fashion.

## **H. RESIGNATION**

Those who decide to resign their position are requested to provide two weeks' written notice, unless otherwise agreed to by their department head/supervisor. Those who fail to provide this written notice shall be disqualified from receiving unused paid personal leave, which they may otherwise be entitled to receive.

## **I. JOB AND PERFORMANCE EVALUATION**

Annual evaluations will be conducted on or before the anniversary date of their hire for the preceding year. At an Annual Performance Review, the department head/supervisor may set goals to improve performance, recognize when someone has done a good job, and discuss the staff member's job performance.

## **J. RESPONSIBILITY FOR ACCURATE AND TRUTHFUL INFORMATION**

Employees of the BOCC's office are responsible for providing accurate and truthful information to the BOCC's office in all aspects of the employment relationship. This obligation begins with an employee's application and all information submitted to the BOCC's office prior to hire and is a continuing obligation through an employee's tenure with the BOCC's office. This includes, but is not limited to, all information an employee submits regarding their internal administrative and benefit-related documentation, all records of time worked, all input regarding any form of performance evaluation or corrective action plan, and as related to an employee's performance of their job duties. Any violation of this obligation on the part of the

employee will result in discipline upon discovery of the false information, with the likelihood such actions will lead to termination of employment.

**K. VIOLATION OF LOCAL, STATE, AND/OR FEDERAL LAWS AND SELF-REPORTING OF ARRESTS AND CONVICTIONS**

1. Anyone known to be violating a local, state, and/or federal law on BOCC's office property or at a BOCC's office-supported function will be subject to referral for prosecution to the appropriate law enforcement agency.
2. All employees are required to self-report the following information to their immediate supervisor or the County Manager's office within twenty-four (24) hours:
  - a. Any arrests, charges, or sworn complaints that are considered criminal (i.e.. felony/misdemeanor);
  - b. Any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program or entering of a plea of guilty on Nolo Contendere for any criminal offense other than a minor traffic violation.
3. For purposes of this policy a minor traffic violation is defined as a non-criminal violation that may require community service hours but is not punishable by incarceration and for which there is no right to trial by jury. Criminal traffic violations, including driving under the influence of alcohol and/or drugs, are not minor and must be reported.
4. Any employee in violation of the reporting requirements of this policy may be subject to disciplinary action up to or including dismissal.

### **III. POLICIES AND PROCEDURES**

#### **A. OPEN DOOR POLICY AND TEAM APPROACH**

The County maintains an open-door policy under which all staff members have the right to deal directly with their department head/supervisor and the County Manager regarding all working conditions. The county is opposed to an outside party interfering in the working relationship with staff. When management and staff work toward common goals, such outside interference is unnecessary. The county recognizes and accepts the obligation to provide staff with good working conditions, good wages and benefits, fair treatment, and the personal respect each staff member deserves.

Please understand that the BOCC's office cannot help to resolve disputes that are not reported. Please also be aware that any dispute resolution process does not allow a subordinate employee to ignore the appropriate direction of their supervisor.

#### **B. PROHIBITION OF DISCRIMINATION AND HARASSMENT AND COMPLAINT PROCEDURE**

Harassment is a form of intimidating, threatening, and/or predatory behavior in which a person targets another employee(s) for harmful or unfair actions relating to an individual's age, race, color, sex (including same-sex sexual harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability. This treatment is discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, "sexual harassment" specifically is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include

unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

This policy applies to all employees of the BOCC's office working at all locations. All employees have an obligation to report harassment or discrimination in the workplace—even if they are not the victim.

All workers, including supervisors and managers, will be subject to discipline, up to and including discharge, for any act of harassment or discrimination they commit.

1. Examples of Prohibited Conduct:

a. Though harassment, including sexual harassment, encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
- Unwelcome sexual advances, propositions, or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Inappropriate statements, written or verbal, comments, jokes, or threats directed toward a person based on their age, race, color, sex (including same-sex sexual harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting, or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Preferential treatment or promises of preferential treatment to an employee based on their age, race, color, sex (including same-sex sexual harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability.
- Negative treatment or threats of negative treatment to an employee based on their age, race, color, sex (including same-sex sexual

harassment), religion, national origin, gender identity or expression, or sexual orientation, or disability.

- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in our workplace by our employees.
- Retaliation for sexual harassment complaints.

b. Remote-based sexual harassment is also strictly prohibited. Examples of such behaviors include:

- Inappropriate jokes, memes, or images shared through email or messaging, including sexually explicit content and content.
- Sharing of or solicitation of inappropriate or explicit photographs.
- Sending inappropriate website links or nude photographs or sexual videos.
- Suggestive comments or solicitations through chat, private messaging, or phone.
- Denigrating sexist comments in a video conference or one-on-one discussion, whether directed at an individual or generalized to a group.
- Statements or questions of a sexual nature during conference calls or video meetings.
- Unwanted flirtatiousness or romantic advances, even if not sexually explicit including commentary on a co-worker's appearance or sound during a remote meeting.
- Subjecting viewers or listeners to sexual content during remote meetings including sharing pornographic images and/or audio, showing intimate body parts, or engaging in sexual activity, even if it is accidental.

## 2. Responding to Violations of this Policy

- a. If an employee believes that they have been subject to discrimination, harassment, or any unwelcome sexual attention, they may address the situation directly and immediately to the harasser, if possible. You are not required to address the situation with the harasser if there is any concern of aggression or harm. If the inappropriate conduct does not

cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, they should report the incident to their own supervisor or manager. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the situation with the supervisor or manager, they should report the incident to the BOCC.

- b. It is important to report any and all concerns of discrimination, harassment, or inappropriate sexual conduct to the HR director or a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.
- c. Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.
- d. All inquiries, complaints, and investigations are treated discreetly. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint is closely contained. All information pertaining to a discrimination or harassment complaint, or investigation is maintained by the HR director in secure files. The HR director can answer any questions relating to the procedures for handling information related to discrimination or harassment complaints and investigations to complainants and respondents.

### 3. Retaliation Prohibited

- a. Federal, state, and local laws prohibit punishing job applicants or employees for asserting their rights to be free from discrimination, harassment, or inappropriate sexual conduct. Additionally, employees are protected from reporting in good faith actions they reasonably believe to be illegal or unlawful. Asserting these rights is called



"protected activity," and it can take many forms. For example, it is unlawful to retaliate against applicants or employees for:

- filing or being a witness in a complaint, investigation, or lawsuit;
  - communicating with a supervisor or manager about employment discrimination, including harassment or a report of illegal or unlawful activity;
  - answering questions during an employer investigation;
  - refusing to follow orders that would result in discrimination or other illegal or unlawful actions;
  - resisting sexual advances, or intervening to protect others; and
  - requesting accommodation for a disability or for a religious practice.
- b. Participating in a complaint process or an investigation is protected from retaliation under all circumstances. Other acts to oppose discrimination or illegal actions are protected as long as the employee was acting on a reasonable belief that something in the workplace may violate federal, state, and/or local laws addressing the employment relationship, even if they did not use legal terminology to describe it or is ultimately incorrect about the issue, provided the employee has made complaint in good faith.

Engaging in protected activity, however, does not shield an employee from all discipline or discharge. Employers are free to discipline or terminate workers if motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such consequences.

## **C. GRIEVANCE PROCEDURE**

1. People who work together may not always agree. If a disagreement exists between you and a coworker, you should contact your supervisor and report the issue so a resolution can be found.
2. If a disagreement exists between you and your department head/supervisor, you may request to have that disagreement reviewed by the County Manager.
  - a. You should reduce your grievance to writing within 10 calendar days of

the event or incident giving rise to your grievance and submit it to the County Manager for review. The County Manager will then conduct an independent review of the surrounding facts; decide based on those facts, this decision will be final.

- b. This grievance procedure is intended for all disagreements, including any disagreements concerning discipline and/or discharge. All parties are expected to cooperate fully in resolving grievances under this procedure.
3. The County recognizes each staff member's right to use this grievance procedure. No staff member, however, shall knowingly file a false grievance or make accusations known by the staff member to be false.

#### **D. NO UNAUTHORIZED RECORDING IN THE WORKPLACE**

1. Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. For this reason, no employee may record the conversation of another employee without their full knowledge and consent.
2. No employee may record, by any means, a conversation with another employee unless all the following criteria are met:
  - a. A legitimate purpose for the recording.
  - b. A recording device in plain view.
  - c. Written authorization from the supervisor of the employee who wishes to record the conversation.
3. Secret recordings are strictly prohibited unless authorized in writing by legal counsel. A violation of this provision may result in disciplinary action, including termination.

#### **E. AMENDMENTS**

1. The County may amend these rules and regulations from time to time.

## **F. WAGE AND HOUR PROCEDURES**

The minimum wage and overtime provisions of the Fair Labor Standards Act apply to all non-exempt personnel. Before being hired and/or appointed, any person classified as exempt shall be so notified. Exempt staff members include those in executive, administrative, or professional positions or in any position that may be otherwise exempt under federal wage and hour law. The following rules apply to non-exempt personnel:

1. You should not work overtime during any workweek without the express approval of your department head/supervisor. If you do work overtime, you will be paid time and one-half of your regular hourly wage. Overtime normally consists of those hours worked more than 40 per week, but the County reserves the right at any time to apply a different standard if such a standard is allowed by law. Your department head/supervisor will inform you of your normal days and hours of employment. Hours of paid personal leave, funeral leave, jury duty, and holidays shall be considered hours worked for the purpose of computing overtime.
2. You will be responsible for accurately maintaining your own time records. You should either punch a timecard or fill out time sheets, whether physical or electronic. They should be filled out daily indicating the time you begin work, take a lunch break, and end work. Should you need to leave your work area for personal reasons during business, you should punch your timecard or write in on your time sheet, upon leaving and returning. Do not report to your work area until you are required to begin work. No one may punch another's timecard or ask another staff member to punch their timecard. Corrections to your timecard must be submitted in writing to your supervisor, the County Manager's office, or the Clerk of Court's office.
3. If a holiday is observed on a staff member's regular workday and the staff member is required to work; the staff member shall be paid straight time for the time actually worked plus eight hours of straight time as holiday pay. If the holiday is observed on a staff member's regular day off, and the staff member is required to work, the staff member shall be paid straight time for the hours actually worked and the staff member shall be paid at one and one-half(1½) times their straight hourly rate as holiday pay. Non-exempt staff may elect to waive payment for work on holidays and have each hour worked credited to their Personal Leave Account.

4. Because of numerous federal and state regulations, you must not take work home unless specifically authorized to do so by your department head/supervisor. All work you perform for the County should be performed during regularly scheduled or authorized work hours.
5. We encourage you to leave your work area during your entire lunch break. It is a violation of this policy to perform any unauthorized work for the County during your lunch break.
6. If you are asked to attend a training or educational seminar and the seminar is conducted during your normal workweek, you will be paid for your time traveling to and from the seminar location.
7. Weekend work and night work are strictly prohibited unless specifically authorized by your department head/supervisor.
8. No employee may “volunteer” their time or otherwise work “off-the-clock” and no supervisor or manager has the authority to require, permit, or ask any staff to work hours without reporting them.

#### **G. BREAKS AND MEAL PERIOD**

1. All staff should take no more than two breaks per day, not to exceed 15 minutes each. Staff members are not required to clock out for breaks as long as you do not leave the grounds. Should it be necessary to leave the grounds, they must clock out.
2. All staff may take a meal break of at least 30 minutes duration each workday. Meal periods will be scheduled by your department head/supervisor, in a matter that will allow our staff to best serve the public. All staff must leave on time for their assigned meal break and return on time so that the next person can leave in a timely manner. The only accepted reason for not leaving on time is if the staff member is busy with a member of the public. If this occurs, the staff member should clock out at the time they actually leave for the meal break.

## H. PERSONAL MAIL AND USE OF TELEPHONES

Due to the volume of official mail, the county is not able to handle personal mail. Staff should request that their personal mail be delivered to their home, not to work. The County's stationery and postage may not be used for personal business. The county regulates and monitors the use of its electronic data and communications systems, including telephone, voicemail, e-mail, facsimile, and others. Telephones, land based, wireless and facsimile provided by the County are to be used for calls that are primarily county business. However, the county recognizes that there may occasionally be times when personal calls must be placed or received during business hours. The following guidelines should govern the placing and receiving of personal calls during work time:

1. All personal telephone calls should be kept as short as possible in the interest of minimizing disruption to work.
2. Consistent with the previous point, no personal telephone call should exceed five minutes.
3. All staff should attempt to restrict personal calls to family/partners and defer other calls to times outside work hours;
4. If a staff member is on a personal telephone call and is required to return their attention to work, then that call should be terminated as a matter of urgency;
5. Only local outgoing personal telephone calls are permitted. Personal long-distance calls are not permitted;
6. The telephone is not to be used in any way that offends the law or as a device for delivery of offensive or objectionable communications;
7. Telephone calls to "charge-for" services (900 numbers, etc.) or the like are strictly prohibited;
8. Use of cell phones (including two-way radios) for personal calls is prohibited in your work area. Should there be a need to use your cell phone during work time, you are asked to leave your work area, and follow the guidelines set forth above.

## **I. EMAIL CURFEW**

It is the policy of the BOCC's office that non-exempt employees will work only their assigned schedule unless they are provided with specific, prior approval for a schedule change or overtime. Reading, sending, or otherwise working on emails outside of work hours constitutes work and is strictly prohibited without such prior approval. Employees violating this policy are subject to discipline, up to and including termination.

## **J. DRESS CODE**

Employee appearance should project a professional image while at work. Staff are expected to be neat, clean, and well-groomed while on the job. All clothing must be consistent with the standards for a professional environment, be appropriate for the type of work being performed and comply with any uniform requirements for specific departments and should not be a distraction to others.

1. The following are prohibited:
  - a. Intentional body modification or alteration for purposes of achieving a physical effect that disfigures or similarly detracts from a professional image is prohibited. This includes brands, visible body piercing (excluding ears), tongue piercing or splitting, tooth filling, or earlobe expansion.
  - b. Visible tattoos are permitted but must not be on the face, head, or neck of the employee and can be no larger than the employee's hand. No tattoo will be allowed that depicts nudity, offensive or inappropriate language or images, or that expressly violates BOCC's office policy.
  - c. Inappropriate dress includes but is not limited to:
    - jogging attire, casual shorts, sheer fabric clothing, tops or dresses with low-cut fronts, tank/halter tops, spaghetti straps, skirts/dresses/shorts that are more than four inches above the knee.

- This list is not all-inclusive but should help set the general parameters for proper attire and allow staff to make intelligent judgements about items that are not specifically addressed.
2. Every employee is also expected to maintain good personal hygiene habits. Specific hygiene expectations include the following:
    - a. All hair, including facial hair, must be clean, neat, moderately styled, and in natural colors, so as not to be distracting.
    - b. Fingernails must be clean and neatly groomed; fingernails may be painted, regardless of gender, and should not be more than 1/2” in length and not interfere with job performance.
    - c. Employees, regardless of gender, are permitted to wear make-up in moderated, non-distracting amounts and natural colors.
    - d. Jewelry should be kept to a minimum. Earrings, rings, bracelets, pendants, brooches, and necklaces should be simple, small, and non-distracting (no dangling earrings over 1/2” in length.) For departments who must follow additional safety regulations to perform regular work, this policy does not override necessary safety precautions.
  3. Dress Down Day – Friday’s Only:
    - a. Fridays are considered to be dress “down” days for those staff members who wish to participate or those who Will Not be required to be in a business meeting. Jeans, casual shirts, and casual shoes are permitted, provided they are in good condition. This does not apply to Departments requiring uniforms.
    - b. The BOCC’s office also recognizes the importance of individually held religious beliefs to persons within its workforce. The BOCC’s office will reasonably accommodate a staff member’s religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting workplace attire accommodation based on religious beliefs should be referred to the office of the Clerk of Courts.

- c. Any staff member who is improperly dressed will be counseled, or in severe cases, may be sent home to change clothes (time spent in transit and changing into appropriate clothing is not working time.) If a staff member is warned regarding unacceptable attire and/or sent home three times, a written warning will be issued and placed in the staff member's personnel file. Continued disregard of the policy may be cause for further disciplinary action, which may result in termination. Each staff member must use their best judgement when maintaining appropriate attire and appearance. A rule of thumb – if in doubt, do not wear it.

## **K. INFORMATION TECHNOLOGY USE**

### **1. Policy Overview**

This policy contains guidelines for the use, access, and disclosure of communications (including, among other things, telephone, mail, email, voicemail, desk and laptop computers, pagers, mobile phones, faxes or facsimiles, internet, and intranet) sent or received by employees using any BoCC office provided Communication or Computer Systems (“Systems”) or as related to any organizational communications or purpose.

### **2. Confidentiality and Acceptable Systems Usage**

The BoCC's office's Systems are intended for BoCC's office business only. All information transmitted or stored in BoCC's office Systems (e.g., client lists, documents relating to policies and procedures) is the sole and exclusive property of the BoCC's office and should be treated as confidential. Such information may not be disclosed to any person outside of the BoCC's office nor may any such information be removed from our premises without the express permission of the Director of Human Resources. Employees are strictly prohibited from accessing, reading, and copying data or information stored in the Systems and from accessing, reading, and copying communications not directed to them without prior authorization.

**ALL SYSTEMS MESSAGES ARE BOCC'S OFFICE RECORDS. THE CONTENTS OF OUR SYSTEMS MAY BE DISCLOSED TO THE BOCC'S OFFICE WITHOUT YOUR PERMISSION. THEREFORE, YOU**



SHOULD NOT ASSUME THAT MESSAGES AND COMMUNICATIONS ARE CONFIDENTIAL.

3. Management's Right to Access Information

Our Computer, Telephone, and Communication hardware and software systems have been installed and are used to facilitate business communications. Although each employee has an individual password to access these Systems, they belong to the BOCC's office, and the contents of all communications are accessible by management for any business purpose. The BOCC's office reserves the right to monitor, and will periodically monitor, its Systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any BOCC's office System for the purpose of preventing such monitoring

EMPLOYEES SHOULD NOT CONSIDER ANY MATERIALS TRANSMITTED OR STORED IN THE BOCC'S OFFICE SYSTEMS TO BE PRIVATE.

The BOCC's office reserves the right to limit or prohibit employee use of electronic communications when necessary to ensure organizational production or to discipline employees for performance related reasons.

4. Personal Use of the BOCC's office's Communication and Computer Systems

a. General Usage

Because personal communications can be accessed without prior notice, employees should not use BOCC's office Systems to transmit any messages, or to access any information, which you would not want a third party to see. Although incidental and occasional personal use of our Systems is permitted, any such personal use will be treated the same as all other communications under this Policy. However, employees are at all times strictly prohibited from accessing or downloading information from the Internet for personal use.

b. Telephone Usage

The Telephone Systems (including voice mail) at the BOCC's office are the property of the BOCC's office and are provided for business purposes. The BOCC's office may periodically monitor the usage of the telephone systems to ensure compliance with this policy.

THEREFORE, EMPLOYEES SHOULD NOT CONSIDER THEIR CONVERSATIONS ON THE BOCC'S OFFICE'S TELEPHONE SYSTEMS TO BE PRIVATE.

c. Personal Mail

All mail which is delivered to the BOCC's office is presumed to be related to BOCC's office business. Mail sent to you at the BOCC's office will be opened by the office and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

5. Forbidden Use and Content of Communications

You may not use our Systems in any way that may be seen as insulting, disruptive, offensive, or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to, use of the BOCC's office's Systems:

- to convey insensitive, improper, derogatory, insulting, threatening, or harassing language or remarks, or sexually explicit messages, cartoons, jokes, or other potentially offensive material;
- to send propositions, love letters, or any other message that could be construed to be harassment or disparagement of others in violation of our policy against harassment;
- to write personal letters, resumes, or other documents unrelated to BOCC's office business;
- to run computer games or other personal software, or copy such software;
- as a forum for gossip or personal communications.

The BOCC's office may monitor employee use of computers and email for any and all legitimate management purposes. Such purposes include the assurance

of employee production, the prevention of illegal harassment and other unethical behaviors, and all other reasons necessary to best ensure that the core values of the BOCC's office are met. Employees should not expect any privacy when using the BOCC's office computers or email.

#### 6. Password and Encryption Key Security and Integrity

All Systems passwords and encryption keys must be available to the BOCC's office at all times. Additionally, you may not use passwords that are unknown to your Supervisor, nor may you install encryption programs without first turning over encryption keys to your Supervisor. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees in order to gain access to other employees' messages.

#### 7. Software, Personal Disks, and Networking

Computer software, whether purchased, developed, or modified by the BOCC's office, may not be downloaded, copied, reproduced, altered, or appropriated by employees without prior BOCC's office authorization. Any such computer software is the property of the BOCC's office and may not be copied or appropriated by employees for personal use during employment with the BOCC's office or upon separation. Employees should be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights; copyright infringement is punishable by fines and/or imprisonment.

The BOCC's office does not condone the use of "bootleg" or "pirate" software on its computer system. The use of such software is grounds for discipline, up to and including immediate termination. Any employee who becomes aware of the presence of any "bootleg" or "pirate" software on the BOCC's office's computer system should notify management immediately.

The use of personal disks or software in the BOCC's office's computer system without prior authorization is strictly prohibited. Employees are further prohibited from accessing the BOCC's office's Systems from remote locations and from connecting BOCC's office Systems to outside systems without prior authorization.

## 8. Preservation of BOCC's office Documents and Communications

As a general rule, communications between co-workers, and particularly supervisors and subordinates, addressing BOCC's office business or matters, should occur only through the use of BOCC's office equipment and not personal devices. This requirement helps the BOCC's office to retain documents and information related to its actions, prevent the loss of critical BOCC's office information, protect the security of such information, and prevent the occurrence of inappropriate communications.

Employees using personal devices for organizational business or matters are responsible for ensuring such information or documentation is retained and securely transferred to the BOCC's office within a reasonable period of time after the events that created the documentation or communication, not to exceed a period of two weeks.

## 9. Penalties for Violation of the BOCC's office's Communication and Computer Systems Security and Usage Policy

VIOLETIONS OF ANY ASPECT OF THE BOCC'S OFFICE'S COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE POLICY MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING IMMEDIATE DISCHARGE. The BOCC's office will also seek civil damages against any employee who appropriates or copies the BOCC's office's property as described in this Policy.

## **L. OUTSIDE EMPLOYMENT**

What County personnel do off duty is usually a matter of personal business. However, before accepting any outside employment, you are required to acquire written permission from the department head/supervisor or County Manager. The outside employment must not be in violation of policies or the State's conflict of interest law. The outside employment must not affect or restrict your availability for work, reduce your efficiency on the job, or otherwise adversely affect county operations. This written permission, if granted, will become part of your personnel file. Also, the County will not consider appointing and/or hiring anyone for a full-time position if that person already has a full-time job and plans to continue working in that position. Employees who have accepted outside employment may not use paid sick leave to

work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination. Receiving compensation from the county for the time the staff member is working in an outside job is strictly prohibited.

## **M. WORKPLACE CLEANLINESS**

It is the expectation of the BOCC's office that all employees will work cooperatively to ensure our workspaces consistently remain clean and sanitary. Unless specifically designated, no single employee will be solely responsible for the cleanliness of community work areas. However, each employee will be individually responsible for making sure that their specific work area is maintained appropriately. At a minimum, this requires every employee to do the following:

1. Properly dispose of all garbage, including food-related items when an employee's meal is complete. Do not leave garbage or uneaten food out.
2. Do not leave dirty dishes in any breakroom area or sink.
3. Practice good hygiene on a consistent basis, including regular handwashing and coughing or sneezing in a manner that avoids transmission of germs to others.
4. Do not come to work ill. Period.
5. If you become ill while at work, disinfect all surfaces with which you come into contact.
6. If designated, disinfect common areas, including frequent touch surfaces, such as doorknobs and/or keypads on a [daily/weekly] basis.
7. Cooperatively maintain the cleanliness of all common areas.
8. Failure to comply with the above requirements may result in the transmission of illness to your coworkers or others. Violations of this policy will result in disciplinary measures.

## **N. SAFETY**

The county is vitally interested in the safety and well-being of each staff member. county's intent is to provide safe and healthy working conditions. We ask that each staff member:

1. Take precautions in the prevention of accidents to yourself and others.
2. Bring conditions you feel to be dangerous to the attention of your department head/supervisor.
3. Properly and safely operate all equipment you may use in the performance of your work.
4. Observe all applicable safety regulations.
5. Wear appropriate clothing for the job.
6. Report any work-related injury promptly to your department head/supervisor (who has the responsibility of providing medical attention or first aid) and complete a Workers' Comp Accident Report. It is your responsibility to make sure the report is turned in promptly to the Payroll Clerk.

## **O. WORKERS COMPENSATION**

Employees shall be paid compensation in accordance with Florida Workers' Compensation Law for illness or injury arising out of and during their employment. Employees may utilize paid personal leave to maintain employment benefits during such time periods when the employee is absent from their job due to a workers' compensation illness or injury and not otherwise receiving workers' compensation loss wage benefits. Employees who have no personal leave available to them may utilize family and medical leave and/or unpaid personal leave of absence.

1. Because operations sometimes require that vacant positions be filled, a leave of absence does not guarantee that the job will be available when the employee returns from leave. An effort, however, will be made to place the employee in their previous position or a comparable job which the employee is qualified to perform upon returning from leave. If no such position is available, the employee may be eligible for rehire as a new employee if the employee applies

for an available position for which the employee is qualified and if the employee's previous work history warrants rehire.

2. Report on the Job Injuries:

- a. Employees should immediately report any on the job injury (emergency and non-emergency) to their direct supervisor.
  - 911 Emergency Medical Services should be called for any life threatening or severe injury and should be reported to their immediate supervisor as soon as possible.
- b. Upon notification of an on-the-job injury, the department head/supervisor must contact the County Emergency Medical Services Director or Executive Assistant to the County Manager and the Human Resource Personnel clerk to report the injury.
  - The Human Resource Personnel clerk will process Workers' Compensation claims upon immediate notification of an on-the-job injury.

**P. CODE OF ETHICS FOR COUNTY PERSONNEL**

1. Each staff member is a representative of the County to the public and should bear in mind that public taxes pay their salary. As an integral member of the county staff, you agree to use the highest ethical standards in your work and in your representation to the public. The items listed below are examples of the standards of conduct and ethics expected of each staff member but are not intended to be all-inclusive. No staff member shall:
  - a. Engage in any outside employment or other activity, which interferes in any way with the full performance of their duties and responsibilities to the County.
  - b. Seek or accept anything of value that would cause a reasonably prudent person to be, or seem to the public to be, influenced in the discharge of their official job responsibilities.

- c. Have a direct or indirect financial interest that conflicts substantially or appears to conflict substantially with their official duties or job responsibilities, nor engage in any transaction relying on information obtained through their position.
  - d. Use or allow the use of county, state, or Federal property of any kind for other than officially approved activities.
  - e. Use or allow the use of official information gained through their position which has not been made available to the public.
  - f. Engage in a riot or civil disorder involving acts of violence causing damage to property or injury to person.
  - g. Engage in criminal, dishonest, immoral, obviously disgraceful conduct, or other conduct injurious or prejudicial to the County.
2. Pursuant to section 112.s13(3), F.s., no public officer, staff member, or candidate may either solicit or accept anything of value., including a gift, loan, reward, promise of future appointment and/or employment, favor or service which is based on any understanding that the vote, official action or judgment of the official would be influenced.

**Q. LIGHT DUTY POLICY**

1. When an employee becomes injured or ill to an extent the employee cannot safely perform their job duties, both the County and the employee may benefit from temporarily assigning the employee to perform available tasks within the employee's physical or medical restrictions while the employee recuperates. In this regard, if any employee has an illness or injury restricting the employee from performing any one of the essential functions of the employee's job, the County may offer the employee a temporary light duty assignment under the following conditions:
- a. If eligible for family and medical leave, the employee is free to reject the light duty assignment and take leave instead;



- b. The County has no obligation to offer an alternative light duty assignment in any particular instance;
- c. The county has the right to pay the employee at a rate the county, in its complete discretion, determines to be appropriate for the light duty assignment, regardless of the employee's normal pay rate;
- d. Before returning the employee to their regular job from either family and medical leave or light duty assignment, the employee will be required to obtain a fitness-for-duty certification in accordance with County policies; and
- e. The light duty assignment will end on the earliest of the following:
  - when the employee is certified to return to regular duties;
  - when the employee is determined to have reached maximum medical improvement; or
  - at the end of 90 calendar days

## **R. ACCOMMODATIONS**

### **1. GENERAL ACCOMMODATION**

It is the policy of this BOCC's office to afford equal opportunity to all employees, regardless of physical or mental disability. However, all employees with such disabilities are expected to perform the essential functions of their positions as both defined in their respective job descriptions or as performed on a regular basis as part of their normal responsibilities.

All employees with disabilities are eligible for accommodations per the Americans with Disabilities Act. Such requests must be made to either the employee's direct supervisor or made to the human resource officer of the BOCC's office. While the BOCC's office cannot make all requested accommodations, it will work with the employees to define reasonable terms and supply such terms to the employee.

If the employee cannot perform the essential functions with the requested accommodation, the employee may be separated from the BOCC's office.

## 2. PREGNANCY AND BREASTFEEDING ACCOMMODATIONS

The BOCC's office greatly values pregnant employees and new parents. As such, it provides an accommodation process that is intended to be interactive and collaborative, relying on open communication and active participation between you and the BOCC's office. The primary goal of this process is to help you to perform all the essential functions of your current position, with or without accommodation during and after your pregnancy.

- a. When pregnancy necessitates accommodation, the BOCC's office will:
  - Provide more frequent, longer, or flexible restroom breaks;
  - Modify a no food or drink policy;
  - Provide seating or allow for more frequent sitting if the job requires standing;
  - Modify lifting limits based upon the essential functions of your job.
- b. Similarly, when your role as a new parent requires the need to express breastmilk after the birth of your child, the BOCC's office will:
  - Provide reasonable break time to express breastmilk for the first year after the child's birth;
  - Provide access to a lactation space that is both private and lockable.
- c. These accommodations do not require written certification from a health care provider. However, if additional accommodations beyond those set forth above are required, such certification explaining the need will be required. This may include job restructuring; part-time or modified work schedules; reassignment to a vacant position; or acquiring or modifying equipment, devices, or an employee's workstation.

## 3. RELIGIOUS EXPRESSION AND ACCOMMODATION

The BOCC's office is dedicated to treating the religious diversity of all our employees equally and with respect.

a. Religious Communication & Behaviors

It is not a violation of this Policy for employees to discuss religion, or to read or view religious materials, at work during non-working time. However, employees who do so should be sensitive to and respectful of the different beliefs (or lack of belief) of others. When another employee objects to religious advances, such behaviors and efforts must immediately cease. Moreover, religious practices that interfere with job performance, excessive “preaching” that is unwelcome to others, or adverse treatment of others because of their beliefs, different beliefs, or lack of belief, may be considered “harassment” within the meaning of this and other existing policies.

b. Religious Accommodations

Employees may request an accommodation when their religious beliefs cause a deviation from the BOCC’s office’s dress code, schedule, basic job duties, leave or other aspects of employment. As such, the BOCC’s office welcomes any requests for accommodations because of recognized beliefs that do not create an undue hardship on the BOCC’s office’s ability to properly fulfill its mission.

The BOCC’s office will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the BOCC’s office will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation.

The procedure for reasonable accommodation requests includes:

- Employee advises their supervisor and Office of the Clerk of Courts of the need for accommodation.
- The accommodation request will be discussed with the employee and the employee’s supervisor.
- If a reasonable appropriate accommodation is readily available, the request will be approved, and the accommodation implemented.
- If an accommodation is not readily ascertainable, the matter will be

pursued further with assistance from appropriate external resources.

- At no time will the BOCC's office question the validity of a person's belief.

c. Personalization of Work Areas and Holiday Decorations

Employees are generally permitted to engage in private expression, including displays of religious ornamentation, in personal work areas that are not regularly open to the public. However, the BOCC's office reserves the right to restrict workplace décor for legitimate reasons relating to safety, hygiene, or environmental conditions.

In a public workspace, that is, a space to which the public has physical or visual access, only secular decorations, including secular holiday decorations, may be displayed. Religious symbols or decorations with religious content may not be displayed in public workspaces.

#### 4. ANIMALS IN THE WORKPLACE

The workplace is intended to be devoted to the efficient and effective operation of our organizational core values. The presence of animals not devoted to accomplishing this objective can be disruptive, non-hygienic, and potentially unsafe. Therefore, animals are not allowed in the workplace. The sole exception to this policy are those service animals providing aides to their owners, under the provisions of the Americans with Disabilities Act (ADA).

A service animal is a dog or miniature horse used as an accommodation who is specifically trained to do work or perform a task for the benefit of an individual with a disability.

The effects of an animal's presence or the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this policy.

All our workplace facilities and properties are covered by this policy at all times. If an employee has a disability and needs to request reasonable accommodation under the regulations of the ADA, the employee must contact the Office of the

Clerk of Courts Department for assistance with proper consideration of the request.

## **S. ONLINE TRAININGS/MEETINGS**

The BOCC's office will periodically use resources available on-line to provide training for employees. When required, these trainings will be conducted as part of your assigned work duties. You will be expected to participate and will be appropriately compensated for all time spent on the trainings, whether conducted during or outside of your normal work schedule.

Additionally, we may use on-line resources to conduct meetings among management and staff as well as with our clients/customers. It is expected that you will participate in these meetings as part of your assigned work duties the same as you would in an in-person meeting.

Some of these on-line trainings/meetings may be recorded for the BOCC's office's subsequent use. By signing the acknowledgement of the Bradford County Personnel Policies and Procedures, you affirm that you are aware of, and provide your consent for, the recording of these sessions.

## **T. PROMISSORY NOTE POLICY**

By executing the acknowledgment form attached to this Handbook, the employee accepts and understands that it may be utilized as an enforceable promissory note. If the employee fails to return any equipment, money, credit cards, or other property assigned to the employee during employment, the BOCC's office may first withhold the value of such amount from any final compensation due to the employee including paychecks, paid time off accrual, or any other such earned benefit. If such compensation does not exist or is insufficient to offset the value of the property due, the employee understands and agrees that the BOCC's office has legal entitlement to such property and will be responsible for such value and the cost of all attorney fees and costs expended in pursuing such property.

## IV. YOUR BENEFITS

### A. PAID PERSONAL LEAVE

#### 1. USE OF PAID PERSONAL LEAVE:

- a. Paid Personal Leave is intended to be used to provide a periodic vacation: however, accrued paid personal leave may be used for other reasons when authorized by the department head/supervisor and County Manager.
- b. Paid Personal Leave shall be used only with the prior (normally one week) approval of the department head/supervisor, except as specified in Section 4. below. Paid Personal Leave shall not be authorized before it is accrued and credited.
- c. Paid Personal Leave shall not be used for a period of more than 10 working days, except for extenuating circumstances, which shall be determined by the department head/supervisor.
- d. Paid Personal Leave may also be used for medical reasons.
- e. Upon reasonable notice, the department head/supervisor may require a staff member to use any of their accrued paid personal Leave.

#### 2. ACCRUAL OF PERSONAL LEAVE

- a. All full-time staff shall accrue paid personal leave. Temporary and part-time staff shall not be eligible to accrue paid personal leave. Paid Personal Leave is intended to be taken each calendar year as accrued. Paid Personal Leave time carries over to the next calendar year and is limited to the hours specified in Section **b.** below.
- b. Eligible personnel will accrue paid personal Leave for each hour worked in their regular scheduled workweek. This leave will be credited at the end of each month and will accrue in accordance with the following tables:

Full -Time Personnel

SERVICE UNDER FLORIDA RETIREMENT SYSTEM HOURS OF  
LEAVE ACCRUED MONTHLY

0 - 5 years (through 60 months)	10 hours
5 - 10 years (through 120 months)	13.5 hours
10 years plus (more than 120 months)	17 hours

- c. Personnel with service under the Florida Retirement System before coming to work for the County will receive credit for such service for the purpose of accruing future leave, but they may not transfer accrued leave from their prior service. If a staff member has a break in service under the Florida Retirement System of more than 30 days, for the purpose of calculating hours of leave accrued monthly, the staff member will be considered to have zero years of service upon the date of their service with the County.
- d. Personnel shall continue to accrue paid personal Leave while using such leave with pay.
- e. The maximum Paid Personal Leave time which may be carried over to the next calendar year is:

0-5 years of service	240 hours
5-10 years of service	320 hours
10 or more years of service	400 hours

It is the individual staff member's responsibility to schedule Paid Personal Leave. Any time accrued beyond the stated maximum will be lost on January 1 of each year.

3. PAYMENT FOR ACCRUED PAID PERSONAL LEAVE

- a. The only time that a staff member can be paid for their unused Paid Personal Leave is upon layoff or terminal separation from County service. Personnel who resign without giving two weeks' notice or who are terminated for violating County rules, policies or procedures shall not be paid for any accrued leave upon termination. Such payment shall

be made at the individual's current rate of pay and shall not exceed the maximum amount specified in Section e. above.

- b. The minimum payment for Paid Personal Leave shall be a unit of one (1) hour.
- c. In case of the death of a staff member, payment for unused Paid Personal Leave shall be made to their beneficiary, estate, or as provided by law. Such payment shall be made within six months after receipt of notification from the deceased's legal representative provided that the Clerk receives notification within one year after the death of the staff member.

## **B. EMPLOYEE LEAVE TRANSFER POLICY**

The purpose for a leave transfer plan is to provide a leave transfer plan that will permit eligible and participating employees to transfer portions of their leave to eligible employees who have exhausted their leave. The provisions of the procedure will not create an entitlement beyond what is already provided for by the Family Medical Leave Act and/or the Americans with Disabilities Act, nor does this prevent the department from taking appropriate personnel action against an employee who is excessively absent from work.

### **1. SPECIFIC PROCEDURES**

- a. Requests to transfer leave to another employee are strictly voluntary by the donor. The names of donors will remain anonymous. Employees who attempt to coerce or pressure another employee to donate leave will be subject to disciplinary action.
- b. Receiving or donating to employees who solicit or offer to transfer leave credits in return for compensation in any form will be subject to disciplinary action.
- c. Leave transferred by the receiving employee's spouse, or the parents, grandparents, brothers, sisters, children, and grandchildren of both the



employee and the employee's spouse will be processed before any other request is published.

- d. All requests to donate from within the recipient's department will be identified and processed before donations from other departments are considered.
- e. The County Manager will investigate any alleged abuse of the plan, and if the allegation is substantiated, the employee will not be allowed to transfer or receive leave credits. In addition, the employee may be subject to disciplinary action.
- f. A terminated employee may, at the time of separation, transfer unused leave to any employee who has a valid Leave Transfer Request on file in the personnel office. The terminated employee may donate up to their entire leave balance.
- g. The County may discontinue this leave transfer plan at any time.

## 2. ELIGIBILITY FOR REQUESTING LEAVE DONATION:

- a. To be eligible to request and use donated leave, an employee must:
  - Use the leave for their personal illness, accident, or injury (excluding workers' compensation injuries and maternity leave that extends beyond the certified period of medical disability)
  - Provide medical documentation from a licensed physician that such condition(s) exist(s);
  - Have used all accrued leave prior to using any donated leave;
  - Not be eligible for disability leave with pay;
  - Have not used more than 1,040 hours of transferred leave credits in the preceding twelve (12) month period; and
  - Be absent from the workplace for a minimum of five (5) consecutive days.
    - i. Transferred leave credits will be used for absences that begin with the sixth missed workday or partial workday on the first day or on

the first day the employee has exhausted all leave credits, whichever is later.

- ii. Permission to waive the five (5) day waiting period requires approval of the County Manager.
- An employee may not use donated leave to repay a salary overpayment.
  - To request donated leave credits, an employee must submit a completed "Leave Transfer Request" to the Payroll Clerk. A recipient employee may submit a request for donation of leave when their combined leave balances are at or below 200 hours.
  - Upon receipt of a completed Leave Transfer Request, the payroll clerk will determine if the employee is eligible to participate in the plan by ensuring the employee meets the criteria.
    - i. If the personnel office determines the employee does not meet eligibility requirements, the request will be denied, and the form will be returned to the employee.
    - ii. If the personnel office determines the employee meets eligibility requirements, the recipient's request will be approved and a request for donated leave will be published within the department.
  - The personnel office will send a notice for donated leave to the employee's work location. The notice will include the employee's name, work location, approximate number of hours the employee will be on leave.
    - i. Specific medical conditions or diagnosis will not be included in the notice.
    - ii. The notice will be distributed via e-mail or other notification method as appropriate.

### 3. DONATING LEAVE:

- a. To be eligible to transfer leave an active employee will be required to have a minimum balance of eighty (80) hours of leave credit remaining in their account following execution of the leave credit transfer.
- b. When an employee desires to donate leave credits, they will complete a "Leave Donation Request". The payroll administrator will verify the donor is eligible to donate leave credits. Should the donor not

meet these requirements, the payroll administrator will deny the request and return the form.

- c. If the donor meets the transfer program requirements, the payroll clerk will deduct the hours authorized from the donor's leave balance during the pay period a completed transfer form is received. The "Leave Donation Request" will then be signed by the payroll clerk and retained in the employee's personnel file.
  - The minimum transfer amount for an active employee donor is eight (8) hours. However, there is no limit to the number of hours the employees may donate provided he/she maintains the required eighty (80) hour balance after the donation is deducted.
  - An employee who completes and signs a Leave Donation Request" cannot cancel the donation once the deduction is made.
- d. A terminated employee is exempt from the minimum donation and remaining balance requirements: he/she may donate any amount of leave, up to their entire unused amount.

#### 4. TRANSFERRING DONATED LEAVE

- a. When transferring leave credits, the payroll clerk will credit the recipient employee with only the amount of leave required to bring the employee's total number of hours up to the minimum number of hours for the pay period.
- b. Donated leave may be used consecutively, intermittently, or in increments of a quarter hour, as needed.
- c. All leave donations authorized under this plan may be credited to the recipient employee on a first in, first out basis.
- d. Employees receiving transferred leave will not use more than 1,040

hours of transferred leave credits within a consecutive twelve (12) month period. A consecutive twelve (12) month period begins the month credits are used.

- e. When the recipient employee has received the requested hours, any additional transfer forms received will have this information noted and the transfer form will be returned to the payroll administrator.
- f. The payroll administrator will credit the donor's leave balance for the unused hours.
- g. Donated leave cannot be transferred after a receiving employee has returned to full-time duty. Unused transferred leave credits that have not been drawn upon will be returned to the payroll clerk upon documented cessation of the recipient employee's illness, accident, or injury. The payroll clerk will credit the donor's leave balance with all unused hours.

**C. HOLIDAYS**

1. The following eleven (11) days are declared official paid holidays:

Holiday	Day on Which Taken
New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	First Monday following Dr. King's Birthday
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday in November
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

2. In addition to the holidays specified above, the County Commission may specify other holidays as it deems appropriate.

3. Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.
4. Due to the nature of County business, it may be necessary to require a staff member to work on a holiday. If the holiday is observed on the staff member's regular workday and the staff member is required to work; the staff member shall be paid straight time for the time worked plus eight hours of straight time as holiday pay. If the holiday is observed on a staff member's regular day off and the staff member is required to work, the staff member shall be paid straight time for the hours worked and the staff member shall be paid at one and one-half (1 1/2) times their straight hourly rate as holiday pay. Non-exempt staff members may elect to waive payment for work on holidays and have each hour worked credited to their Personal Leave Account. Before you are eligible to receive holiday pay or credit to your Personal Leave Account, you must work your full scheduled workdays before and after the holiday or be on paid personal leave time on the scheduled workdays before and after the holiday.

**D. FAMILY AND MEDICAL LEAVE - PROVIDED IN ACCORDANCE WITH THE FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Eligible employees may take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons.

Employee Eligibility – To be eligible for family or medical leave, you must:

1. have worked at least 12 months for the BOCC's office;
2. have worked at least 1,250 hours for the BOCC's office over the previous 12 months; and,
3. work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave - Family and medical leave must involve one or more of the following reasons:

1. For the birth of a child, to care for a newly born child, or placement of a child with the employee for adoption or foster care.
2. To care for an immediate family member (spouse, child, employee's parent, or domestic partner) with a serious health condition.
3. Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

### Duration of Leave

1. Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12-month period, measured backward from the date of any family or medical leave. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.
2. You may take family and medical leave intermittently -- which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule -- whenever it is medically necessary to care for a seriously ill family member, or because you are seriously ill and unable to work. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or placement of a child for adoption or foster care.
3. Depending on the purpose of your leave request, you may choose (or the BOCC's office may require you) to use accrued paid leave, if available, as a substitute for some or all of the family and medical leave.

### Military Caregiver Leave

1. Effective immediately, up to 26 weeks of military caregiver leave may be taken to care for a spouse, child, parent, or next of kin who is a "covered servicemen" with a serious injury or illness. A covered service member may be either a current service member or a veteran of the Armed Forces, provided the discharge was anything other than dishonorable and occurred within the past five years.

2. For a current service member, a serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.
3. For a veteran, a serious injury or illness is one that was incurred by the veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:
  - a. Continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
  - b. A physical or mental condition for which the veteran has received a Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater. (The rating may be based on multiple conditions).
  - c. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
  - d. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers

### Qualifying Exigency Leave

1. Additionally, close family members of military personnel (defined as spouse, child, or parent) may take up to twelve (12) weeks of job protection leave, if eligible, if the member of the military's is on covered active duty or called to covered active duty.

- a. For members of the regular Armed Forces, “Covered Active Duty” means duty during deployment of the member with the Armed Forces to a foreign country.
- b. For members of the reserve components of the Armed Forces (members of the National Guard and Reserves), “Covered Active Duty” means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

### Maintenance of Health Benefits

1. If you and/or your family participate in a group health plan, the BOCC’s office will maintain coverage under the plan during your family and medical leave. This coverage will be provided if you or your family were covered under the plan before the leave was taken and on the same terms as if you had continued to work. Where appropriate, you must make arrangements to pay your share of health plan premiums while on leave.
2. In some instances, the BOCC’s office may recover premiums it paid to maintain health coverage for an employee and family.

### Job Restoration

1. Upon returning from family and medical leave, you will normally be restored to your original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.
2. In addition, your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

### Notice and Medical Certification

1. When seeking family and medical leave, you must provide:
  - a. 30 days advance notice of the need to take family and medical leave, if the need is foreseeable.



- b. Medical certifications supporting the need for leave due to a serious health condition affecting you or an immediate family member. Second or third medical opinions and periodic recertifications at the BOCC's office's expense may also be required.
  - c. Such periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
  - d. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition.
2. When leave is needed for a planned medical treatment for your own serious health condition or that of an immediate family member, you must try to schedule treatment so that it will not unduly disrupt the BOCC's office's operation. Failure to comply with these requirements may result in delay or denial of leave.

### Other Employment

Outside or supplemental employment is allowed only with the permission of the County Manager. Accordingly, outside employment during your leave period is prohibited, and may result in disciplinary action, up to and including immediate termination of employment.

### Exceeding FMLA Leave

Any employee who exceeds their FMLA entitlement may be subject to termination of employment.

### Non-Contractual Nature of This Policy

The duration of leave, availability of benefits, opportunity for job restoration, and other rights and privileges associated with FMLA Leave are limited by the requirements of applicable state and federal law. No express or implied contractual rights should be inferred from this policy. The BOCC's office reserves the right to modify this or any other policy as necessary, in its sole discretion.

## **E. LEAVES OF ABSENCE**

When sufficient reasons require, a staff member, at the discretion of the county Manager, may be granted a leave of absence without pay. A leave of absence will be granted for a maximum of 60 days, subject to 30-day extensions, which may be granted at the discretion of the County Manager. For eligible staff members, leave for situations covered by the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA) will be granted in accordance with the policy governing FMLA leave or with USERRA, as the case may be. In those situations, the provisions of that policy and/or law will control where they are inconsistent with the provisions herein.

The County may continue to pay premiums to continue to cover the staff member under its group health and life insurance plans through the month following the beginning of the leave. Staff members who wish to continue their insurance coverage should check with the payroll clerk before beginning their leave. Leave will be without pay except that staff members may use Paid Personal Leave. However, while on unpaid leave of absence, staff members will not accrue Paid Personal Leave.

### **1. PROCEDURE FOR REQUESTING LEAVE AND/OR EXTENSION**

- a. If you need a leave of absence, you must file a written request for your leave with your department head. This written request must be submitted at least ten working days prior to the date on which your requested leave is to begin, unless an emergency prevents you from providing advance notice. In case of such an emergency, you must submit the written request as soon as possible. A leave of absence, or any extension of a leave, must be approved by the County Manager.
- b. If the County Manager grants you a leave of absence, your leave will begin from the first workday that you miss because of the emergency or other situation requiring the leave. Should you request an extension of your leave of absence, you must furnish your department head/supervisor with a written request for an extension before the expiration of the original leave of absence or most recent extension. The County Manager may request documentation of any circumstances requiring leave or extension.

## 2. REINSTATEMENT AFTER LEAVE

Because operations sometimes require that vacant positions be filled, a leave of absence does not guarantee that the job will be available when the staff member returns from a leave. An effort, however, will be made to place you in your previous position or a comparable job, which you are qualified to perform. If no such position is available, you may be eligible for rehire as a new staff member if you apply for an available position for which you are qualified and if your prior employment history warrants your rehire.

## 3. TERMINATION OF LEAVE

A staff member's leave of absence will be terminated, and they will be considered as having resigned their employment if the staff member:

- a. Fails to return to work on the first day after their leave of absence or authorized extension expires;
- b. Engages in or applies for any other employment during their leave of absence;
- c. Gives a false reason for any requested leave of absence; or
- d. Does not return to work from leave or extensions thereof within a three-month period unless the leave is pursuant to (a) USERRA or (b) a reasonable accommodation for a disability covered under the Americans With Disabilities Act.

## **F. FUNERAL LEAVE**

1. In the event of death in the immediate family of any full-time staff member, the staff member shall be granted paid funeral leave up to three consecutive workdays. To qualify for funeral leave, the staff member may be required to provide evidence of attending the funeral. Leave shall not extend beyond one day after the funeral unless approved by their department supervisor.

2. Immediate family is defined as mother, father, brother, sister, child, grandchild, grandfather, grandmother, grandfather-in-law, grandmother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, husband, wife, stepmother, stepfather, step-grandfather, step-grandmother, stepbrother, stepsister, or stepchild.

## **G. GROUP HEALTH INSURANCE**

The County has provided you with a group hospitalization and surgical benefit plan, which covers all staff at no cost to the employee. Dependent coverage is also available and can be paid through payroll deduction. If you have any questions concerning your insurance benefits, please see the payroll department.

## **H. TRAVEL REIMBURSEMENT**

For all out of county travel, your department head/supervisor must authorize daily reimbursement in advance. Requests for reimbursement shall be documented as required by state statute. Staff members shall use a County vehicle for all travel out of the county when such vehicles are available. If a county vehicle is not available, or the staff member receives permission by the County Manager to use their personal vehicle, the County shall pay on a reimbursement basis one cent (\$.01) less than the Federal mileage rate per mile of travel while on official business. Staff members transported by another person will not be reimbursed for mileage. Staff members shall use the most economical means of travel after considering the nature of the business trip, the number of people travelling, and time constraints. Two or more people travelling to the same general location shall use the fewest number of vehicles possible.

## **I. CIVIC DUTY**

The County believes it is important for everyone to be involved with their government. All staff members are encouraged to vote. Staff members who are summoned for jury duty or to serve as a witness are encouraged to comply with their civic duty. All staff members must notify their department head/supervisor as soon as they learn that they have been summoned as a juror or witness so that work arrangements can be made. Any staff member excused from work for jury or witness duty will be paid their usual compensation less the fee or compensation they receive from serving as a juror or witness.

## **V. MAKING THE COUNTY OFFICE A BETTER PLACE TO WORK**

### **A. CODE OF PERSONAL CONDUCT**

For any group to work together efficiently and safely, it is necessary to have a reasonable code of personal conduct based on honesty and fair play. If a staff member is not considerate of others and does not observe reasonable rules of conduct, disciplinary action must be taken. Because all people do not always have the same ideas about good conduct, it is necessary to adopt and enforce certain rules. Depending on the severity of the disciplinary problem, disciplinary probation, and suspension or discharge may be necessary for repeated violations.

1. Your department head/supervisor has the authority to enforce disciplinary actions including verbal counseling, written reprimands, disciplinary probation and suspension. Termination requires final approval by the County Manager. Listed below are offenses considered to be serious enough to result in disciplinary action. This is not meant to be a complete list of such offenses, and the list may be amended at any time.
  - a. Dishonesty or falsification of written records or reports, including, but not limited to, false statements on applications for employment, expense records or travel account forms;
  - b. Misappropriating, damaging or destroying county property, property of other staff, or public property;
  - c. Insubordination or refusal to obey instructions
  - d. We expect every employee to follow the instructions of supervisors and other management officials. Failure to do so constitutes insubordination. Insubordination is detrimental to departmental and organizational goals. Employees who are insubordinate to their superiors are subject to disciplinary action;
  - e. Possession or use of any intoxicants or illegal drugs, including alcohol, during the working day, including during lunch periods, or reporting to work under the influence of such substances;
  - f. Filling out another staff member's time record, having another fill out

- your time record or falsification of time records;
- g. Smoking in prohibited areas;
  - h. Fighting, disorderly conduct, horseplay, practical jokes, or pranks on County premises or during working time;
  - i. Excessive or unexcused absenteeism or tardiness, and/or leaving the job during working hours without permission from your department head/supervisor.
  - j. Violation of or disregard of safety rules or common safety practices;
  - k. Refusal to work overtime, when requested;
  - l. Possession of any unauthorized fireworks, weapons, ammunition, or explosives on the job;
  - m. Unauthorized use of the telephones or violation of the County's computer and telecommunications policies;
  - n. Violation of established rules, policies or procedures of the County;
  - o. Violation of other department rules, personnel regulations, county resolution or ordinance, or state statute pertaining to public employee including violations of the Standards of Conduct and Ethics.
  - p. Accepting a gift, loan, reward, promise of future employment, or personal service that may represent a conflict of interest in the performance of official duties;
  - q. Receiving any fee, gift or other valuable asset in the course of employment from any person, firm or corporation when such fee, gift or asset is accepted with the understanding or implication that the donor shall or actually does receive favors or services not customarily accorded to the general public;
  - r. Disclosure or use of information not available to the public for any staff

member's gain or benefit or the gain or benefit of any other person or business entity;

- s. Conviction of a felony or of a misdemeanor involving moral turpitude or dishonesty;
  - t. Conviction of any acts or conduct which amounts to disgraceful conduct, whether such acts are committed while on or off duty;
  - u. Engaging in offensive or disrespectful language or conduct toward the public, toward other County officers, or towards other staff;
  - v. Taking an active part in a political campaign while on duty or within any period of time for which the staff member is expected to perform services and for which they receive compensation from the County;
  - w. Physical contact with a Trustee incarcerated in the County Jail;
  - x. Violation of a particular department's rules, policies or procedures;
  - y. Knowingly filing a false and/or malicious report;
  - z. Continued or gross neglect of duty;
  - aa. Incompetence, inefficiency or unwillingness to render satisfactory service;
  - bb. Discourtesy or making willful false statements to the public;
  - cc. Any other misconduct prejudicial to the interest of the County.
2. No staff members shall be subject to reprisal, separation, or other disciplinary action for disclosure of violation of laws, rules, inefficiencies, or other improper acts or wrongdoings. Staff members who have knowledge of such are encouraged to report same to your department head/supervisor or to the County Manager. No reprisal of any type, by any person, will be permitted. Should such reprisal occur, it shall be cause for immediate dismissal of the offending individual. Staff members shall immediately advise the department

head/supervisor or County Manager of such reprisals. Nothing contained herein, however, shall preclude proper disciplinary action against any staff member who knowingly makes a false and/or malicious report.

## **B. EMERGENCY MEDICAL CARE**

While rare, an employee medical emergency may occur at work. A medical emergency might be related to an employee's health event, such as stroke or heart attack or could result from an accident, such as a cut or fall.

Should a medical emergency occur, and the employee is capable of effectively interacting with others, the employee should report the emergency to their supervisor and participate in determining the best course of action for medical attention. If the employee is determined to be unresponsive, "911" should be called for Emergency Medical Services (EMS). The caller should follow the prompts from EMS to provide interim care. Upon arrival, EMS will assume responsibility for the care of the employee.

## **C. DISCIPLINARY ACTIONS**

It is the County's intent that effective supervision and staff relations will avoid the necessity of disciplinary action for violations of these rules and regulations. Disciplinary actions are not intended to restrict the rights of anyone. The type of disciplinary action taken in any case will depend on the severity of the violation. Nothing in this section shall imply that any disciplinary action must precede another or preclude immediate separation from service.

1. Whenever a staff member's performance or attitude falls below an acceptable level, the department head/supervisor should inform the staff member promptly and take corrective action. The action should be in the form of counseling and assistance to the staff member and include an explanation that continued infractions may result in more serious disciplinary action. The department head/supervisor shall document in writing the circumstances of the infractions and file the record in the staff member's personnel file.
2. The department head/supervisor may suspend a staff member, with or without pay, for a period not to exceed ten (10) days. A written statement describing the reasons for the suspension will be given promptly to the staff member, and a copy placed in the staff member's personnel file. With approval of the County



Manager, a staff member may be suspended for a longer period pending investigation, trial, or disposition of the charges.

3. The department head/supervisor may demote a staff member. A written statement describing the reasons for the proposed demotion will be given promptly to the staff member and a copy placed in the staff member's personnel file.
4. A staff member may appeal their termination or demotion directly to the County Manager by a written grievance within five (5) days of the adverse employment decision.

#### **D. CONTROLLED SUBSTANCE USE**

All staff members are expected to report to work without alcohol, illegal drugs, or non-prescribed controlled substances in their system. This requirement is based on the fact that any measurable amount of an illegal drug can impair that person's performance, even if the impairment is not readily apparent. While staff are responsible for their own choice of lifestyle, the county will not tolerate even a small risk that illegal drug use by staff may cause or contribute to injuries, property damage, or other performance problems.

We will not tolerate alcohol abuse or the use of other intoxicants and mind-altering substances, including illegal drugs. By virtue of their employment with the BOCC's office, our employees may be required to submit to drug screens, blood alcohol tests, breathalyzer tests, and medical examinations under the following circumstances: a) when an employee is hired; b) when an employee is suspected of working or reporting to work with intoxicants or mind-altering substances in their system; c) when an employee suffers an on-the-job injury or is involved in an accident while at work; d) when an employee returns to work after a leave of absence of two weeks or more; or e) on a periodic or random basis. The presence of 0.04% alcohol or the presence of any other intoxicants or mind-altering substances in the body is a violation of this policy. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a violation of our policy.

Our employees are also prohibited from possessing, using, selling, or purchasing any alcoholic beverages or other mind-altering substances on BOCC's office property or in BOCC's office vehicles. Off-premises possession, use, sale or purchase of mind-altering substances and off-premises

alcohol abuse may reflect unfavorably on the BOCC's office's reputation and is also prohibited.

This policy does not prohibit the proper use of medication under the direction of a physician. However, the misuse or abuse of such drugs is prohibited. Employees who are taking prescription or nonprescription drugs which could affect their ability to perform their job in a safe and efficient manner must notify their immediate supervisor of this fact when they report to work.

To protect the safety and property of all employees, the BOCC's office reserves the right to inspect employees' lockers, toolboxes, desks, and cabinets as well as motor vehicles and any other personal belongings brought onto BOCC's office property. Failure to cooperate with such inspections is a violation of this policy.

Accordingly, personnel may be selected for individual testing if the department head/supervisor reasonably suspects them to be under the influence of alcohol, drugs, or exhibit signs or symptoms of illegal drug use. This may require a staff member to submit a breath, blood, or urine sample to designated medical personnel for analysis.

Because safety is a concern to all of us, all personnel should report anyone that they suspect may be under the influence of drugs or alcohol.

Violation of any aspect of the BOCC's office's Drug and Alcohol policy will result in discipline up to and including immediate termination.

## **E. MEDICAL MARIJUANA**

The BOCC's office recognizes that the State of Florida has permitted the legal use of medical marijuana. Accordingly, the BOCC's office is prepared to allow for the appropriate use of marijuana for medicinal purposes under statutory requirements and with proper notice that an employee has received a legal prescription for medicinal marijuana from a licensed medical professional. Employees will further be required to use such medication in strict compliance with the prescription under the following conditions. These conditions are to ensure the health and safety of the BOCC's customers, employees, and vendors. Failure to comply with the following conditions may result in discipline, up to and including termination, and may prevent Employee from being able to receive benefits under Florida's Workers' Compensation laws, Chapter 440, Fla. Stat.

1. Production of confirmation that the employee has received appropriate medical documentation for the use of medical marijuana and provision of copies of

their card or certificate to the BOCC. If an employee subject to this policy ever loses their certification, the employee will notify the BOCC's within 24 hours.

2. No employee will use or take their medicinal marijuana while performing any work for the BOCC.
3. No employee will appear at work impaired in any way and, if use of medicinal marijuana at or close to an employee's scheduled work period leads to an impaired state, that employee will leave work immediately and remain away from work until they are no longer impaired in any manner. Further, any employee found to be impaired at work will be subject to disciplinary action up to and including termination.
4. No employee will use or supervise the use of motor vehicles, machinery, or powered equipment of the BOCC's office while using or impaired by their medication.

#### **F. TOBACCO, SMOKING, AND SMOKING-ALTERNATIVE PRODUCTS**

Our policy is to provide smoke-free environments for our employees, members, and the general public. The use of tobacco, smoking, and smoking-alternative products (such as e-cigarettes and vapor inhaling products) are not permitted anywhere within the buildings occupied by the BOCC's office, i.e., in the offices, walkways leading to or from the building, break room, restrooms, hallways, etc. Tobacco, smoking, and smoking-alternative products are also prohibited in any BOCC's office owned or leased vehicles.

1. Smokers and users of tobacco products must dispose of the remains in the proper containers; however, no tobacco remains may be discarded within the building.
2. Employees may use tobacco products, smoke, or use smoking-alternative products on scheduled breaks or during mealtimes, if they do so outside or away from the worksite or office.
3. Employees who take excessive smoke breaks may be disciplined.

## **G. INQUIRIES ABOUT FORMER STAFF**

The Clerk of Courts or their designee shall have the responsibility to answer inquiries concerning former staff members. Accordingly, all other staff members should refrain from answering letters or telephone inquiries concerning former staff members. All inquiries concerning past employment should be in writing and directed to the Clerk of Courts.

## **H. ATTENDANCE AND PROMPTNESS**

The importance of arriving at work on time and being present every day should need no explanation. If you must be absent or are going to be late, it is your responsibility to personally notify your department head/supervisor at once.

1. Excessive absenteeism or tardiness can result in discipline up to and including discharge. When absence is due to illness, the BOCC's office reserves the right to require appropriate medical documentation. This is necessary so that we can maintain our standard of service.
2. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter and will result in discipline.
3. The BOCC's office will consider an employee to have voluntarily resigned their position with the BOCC's office if:
  - a. Employee fails to report to work on the expected date of return following an approved absence; or
  - b. Employee fails to provide notice of an unexpected need for an absence and is absent for three consecutive days.

## **I. THEFT**

We do not tolerate theft in any form. In order to protect you, your co-workers, our customers, and the BOCC's office, we reserve the right to inspect all lockers, desks, toolboxes, purses, briefcases, packages, vehicles, and any other personal property which is brought onto BOCC's office property. If you wish to remove any BOCC's office property - including scrap - from the premises, you must obtain written permission in advance from your supervisor.

## **J. OPERATION OF COUNTY VEHICLES**

County-owned vehicles shall only be used for county business and may only be driven by county personnel. If you drive a County vehicle, you will be subject to having your driving record verified through the State of Florida motor vehicle records. All personnel authorized to drive a county vehicle shall promptly comply with all informational requests by the Clerk relating to insurance coverage. This may include a list of family members residing in their home, dates of birth, and copies of drivers' license.

#### **K. MOTOR VEHICLE RECORD CHECKS**

The BOCC's office must be able to employ individuals who are trustworthy and able to properly interact with key organizational partners. Employees agree, by signing the acknowledgment provision verifying agreement to this handbook, that the BOCC's office may conduct occasional criminal, employment, driving and educational backgrounds on employees as it deems necessary to conduct its operation in a profitable and legal manner. The BOCC's office reserves the right to take any and all action it deems necessary to act upon the results of such ongoing screening.

#### **L. COUNTY INFORMATION OR RECORDS**

When someone from outside the County asks you for information about records, procedures or other internal matters, refer the person to the appropriate County official unless you have been specifically authorized to release such information. No records, official documents, material, manuals or other property of the County are to be loaned, given or sold to any outside person or concern by any staff member without approval of the County Manager.

#### **M. SOLICITATION AND DISTRIBUTION**

To ensure that all staff are permitted to devote their full attention to their duties and to prevent unnecessary interference with our operations, it is the policy of the County that:

1. There shall be no solicitation by staff members during working time;
2. There shall be no distribution of literature by staff members during working time or at any time in work areas;

3. There shall be no solicitation or distribution of literature on County premises at any time by persons who do not work for the County.
4. Solicitations, which are prohibited, include but are not limited to, solicitation for magazines or subscriptions, membership in organizations, and political contributions. Distributions, which are prohibited, include but are not limited to, political literature, advertising, brochures, and packages of materials, leaflets, or informational bulletins.
5. Strict compliance with this rule is required by all staff. Violation of this rule will be grounds for discipline up to and including termination.

## **N. SALESPERSONS AND SOLICITORS**

Solicitation for any purpose is NOT permitted without express authority from the County Manager. If such a person calls upon you during working hours, they should be informed in a courteous manner that solicitation is not permitted.

## **O. SOCIAL MEDIA POLICY**

We recognize that employees will use social media and other online communication tools as a growing way to connect with others. As an initial point, the same principles and guidelines that apply to your activities as an employee in general, as found throughout the Handbook and your job description, apply to your activities online. This includes any form of electronic communication, such as online publishing and discussion, including blogs, wikis, file-sharing, user-generated video and audio, virtual worlds, and social networks whether or not associated or affiliated with the BOCC's office.

The BOCC's office trusts and expects employees to exercise personal responsibility whenever they participate in social media. This includes not violating the trust of those with whom they are engaging. We expect that employees utilizing social media will recognize and follow the guidelines included within this policy. You are solely responsible for what you post online. Any of your conduct that adversely affects members, customers, clients, suppliers, employees, or our business interests will result in disciplinary action, up to and including termination.

Please abide by the following expectations:

1. You may not comment for or speak on behalf of the BOCC's office without prior written approval.
2. You may not make negative or disparaging remarks about other employees.
3. Always consider the power of your comments and contemplate the impact of your post on your reputation and that of the BOCC's office before you publish it.
4. Respect all confidential and proprietary information that you possess as a result of your relationship with the BOCC's office. Secure written permission to publish or report on conversations that are meant to be private or internal to BOCC's office. Examples of confidential information include, but are not limited to, client/customer information, confidential academic information, proprietary data, development of systems, products, processes and/or technology, internal policies, and memorandums, and all proposed and executed organizational strategies. Do not post internal reports, policies, procedures, or other internal business-related communications.
5. You may not use the BOCC's office's logo, trademark, or graphics on personal sites without prior written approval.
6. When disagreeing with opinions of others online, be appropriate and professional in doing so when posting such disagreement on social media sites.
7. When posting about your work at BOCC's office use your real name, identify that you work for BOCC's office and the position that you hold. Be aware of your association with BOCC's office in online social networks. If you identify yourself as an employee of BOCC's office, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and clients.
8. Anytime you publish content on an external website regarding anything to do with work you do, or any subjects associated with BOCC's office, use the following disclaimer: "The postings on this site are my own and don't necessarily represent BOCC's office's positions, strategies or opinions."

9. Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.
10. Respect your audience. Do not use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in our workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.
11. Employees are prohibited from posting any type of photograph of any BOCC's office employee, client/customer, parent, family member, or volunteer on any and all social networking sites without express written approval.
12. Do not create a link from your personal blog, website, or other social posting to a BOCC's office website.
13. The BOCC's office respects its employees' interest and willingness to convey group complaints regarding existing working conditions. While it wholly respects employees' right to discuss such concerns utilizing social media, it encourages any such concerns to be brought to the BOCC's office's administration.
14. Refrain from using social media while on work time or on equipment we provide unless it is work related and authorized by your Supervisor and consistent with our equipment policy.
15. Do not use your organizational email address to register on social networks, blogs or other online tools utilized for personal use.
16. Vulgar, obscene, threatening, intimidating, harassing, discriminatory, or unlawful behaviors on social media sites may result in an employee's immediate termination.



## **P. WEAPONS IN THE WORKPLACE**

It is our policy to strictly prohibit any employee, vendor, or customer from carrying any sort of weapon into our offices. Employees are permitted to bring weapons in their vehicles into our parking lots if they remain locked within the vehicle and the employee maintains a current and legal permit to carry the weapon. Such weapons may not be used for any inappropriate or illegal use. Any violation of this policy will result in the immediate termination of such employee.

## **Q. CONTAGIOUS ILLNESS**

The BOCC's office owes an obligation to the entire workforce to prohibit employees who have an infectious condition or illness from working until such time that an infected employee is able to produce written verification from a licensed physician that the condition is no longer contagious. The BOCC's office shall work with immense diligence to protect the private health information of the infected employee; however, all employees must also recognize the need to alert other employees of infectious conditions that may have impacted others, particularly those with sensitive medical conditions including pregnancy, immune deficiency conditions, etc. Records of employee medical examinations shall be kept in a separate and confidential file.

1. Employees with contagious conditions that may pose health risks to others agree that they will report such conditions to the human resource department for appropriate guidance and management immediately upon learning of the condition. An employee who reports for duty with a suspected infectious condition shall be sent home and referred to their personal physician for further evaluation. Following the medical evaluation, the employee may return to work with a physician's statement that indicates the employee is free of an infectious condition.
2. When reporting for duty after recovering from an infectious condition, the employee shall present the physician's statement to office of the Clerk of Courts that states the employee is free of the infectious condition before being allowed to return to work.
3. No employee shall return to work who has a temperature elevation, draining skin lesions, a communicable rash, or a communicable disease. Such

employees may pose a direct threat to the health and safety of the other employees and our customers.

## **R. WORKPLACE VIOLENCE**

The BOCC's office maintains a zero-tolerance standard of violence in the workplace. The purpose of this policy is to provide all employees with guidelines that will maintain a workplace culture that is free of violence. Threats, either implied or direct, of any kind by an employee, client, vendor, or any other person are prohibited at the BOCC's office. Such conduct will not be tolerated and will result in prompt and remedial action. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including dismissal. Violent threats or actions by a non-employee may result in criminal prosecution. The BOCC's office urges all employees to come forward to their Supervisor, Department Head, or the County Manager's office in the event that they become aware of any type of potential or actual threat or in any situation in which they observe or learn of a conflict within the workplace. An immediate investigation will occur when any such report is made. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence made to such person is also prohibited.

### **1. DEFINITIONS**

- **Workplace Violence:** Behavior in which an employee, former employee or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury, or death to others at the workplace.
- **Threat:** The implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- **Intimidation:** Making others afraid or fearful through threatening behavior.
- **Zero-tolerance:** A standard that establishes that any behavior, implied or actual, that violates the policy will not be tolerated.
- **Court Order:** An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment,

among other types of protective orders, including Temporary Restraining Orders.

- Domestic Violence: While often originating in the home, domestic violence can significantly impact workplace safety and the productivity of victims as well as co-workers. Domestic violence is abuse committed in an intimate relationship (regardless of marital status, age, race, or sexual orientation) against an adult or fully emancipated minor. In this context, abuse is the intentional reckless attempt to cause bodily injury, sexual assault, threatening behavior, harassment, or stalking, or making annoying phone calls to a person who is in any of the following relationships:
  - i. Spouse or former spouse
  - ii. Domestic partner or former domestic partner
  - iii. Cohabitant or former cohabitant and or other household members
  - iv. A person with whom the victim is having, or has had, a dating or engagement relationship
  - v. A person with whom the victim has a child

## 2. PROHIBITED BEHAVIOR

Violence in the workplace may include, but is not limited to the following list of prohibited behaviors directed at or by a co-worker, supervisor, or member of the public:

- Direct threats or physical intimidation
- Implications or suggestions of violence
- Stalking
- Assault of any form
- Physical restraint, confinement
- Dangerous or threatening horseplay
- Loud, disruptive, or angry behavior or language that is clearly not part of the typical work environment
- Blatant or intentional disregard for the safety or well-being of others

- Commission of a violent felony or misdemeanor on the BOCC's office property
- Any other act that a reasonable person would perceive as constituting a threat of violence

### 3. REPORTING ACTS OR THREATS OF VIOLENCE:

An employee who is the victim of violence, believes they have been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

- If an emergency exists and the situation is one of immediate danger, the employee shall contact the local police officials by dialing 9-1-1 and may take whatever emergency steps are available and appropriate to protect themselves from immediate harm, such as leaving the area.
- If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or manager as soon as possible and complete the BOCC's office Workplace Violence Incident Report Form.

### 4. PROCEDURES – FUTURE VIOLENCE

Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the BOCC's office, shall inform their supervisor by immediately completing a Workplace Violence Incident Report Form so appropriate action may be taken. The supervisor shall inform their Department Director or designee, the Director of Office of the Clerk of Courts, and the local law enforcement officials.

Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately supply a copy of the signed order to their supervisor. The

supervisor shall provide copies to the Department Director, the Clerk of Courts, and local police.

## 5. INCIDENT INVESTIGATION

Acts of violence or threats will be investigated immediately in order to protect employees from danger, unnecessary anxiety concerning their welfare, and the loss of productivity. The employee's Department Director will cause to be initiated an investigation into potential violation of work rules/policies. Simultaneously, the Department Director will refer the matter to local police for their review of potential violation of civil and/or criminal law. Procedures for investigating incidents of workplace violence include:

- Visiting the scene of an incident as soon as possible.
- Interviewing injured and threatened employees and witnesses.
- Examining the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator.
- Determining the cause of the incident.
- Taking mitigating action to prevent the incident from recurring. – Recording the findings and mitigating actions taken.

In appropriate circumstances, the BOCC's office will inform the reporting individual of the results of the investigation. To the extent possible, the BOCC's office will maintain the confidentiality of the reporting employee and the investigation but may need to disclose results in appropriate circumstances; for example, in order to protect individual safety. The BOCC's office will not tolerate retaliation against any employee who reports workplace violence.

## 6. MITIGATING MEASURES

Incidents which threaten the security of employees shall be mitigated as soon as possible following their discovery. Mitigating actions include:

- Notification of law enforcement authorities when a potential criminal act has occurred.

- Provision of emergency medical care in the event of any violent act upon an employee.
- Post-event trauma counseling for those employees desiring such assistance.
- Assurance that incidents are handled in accordance with the Workplace Violence Prevention policy.
- Requesting the BOCC's office's attorney file a restraining order as appropriate.

## **S. BRADFORD COUNTY LOGOS, TRADEMARKS, AND BRANDS**

This policy governs the use of all BOCC's office trademarks for any purpose and applies to all employees. Consistency in the use of our brand strengthens our value and our ability to be instantly recognized by our clients and other stakeholders. Our logo may only be used in strict accordance with this policy and the graphics requirements of the approved brand. Our logo may not be altered or combined with any other mark or element. Our logo must appear prominently on all official communication and marketing materials such as brochures, letterheads, and business cards.

Any use of our logo, trademark, or brand in print and electronic materials including email and social media must conform to our brand requirements. Our logo may not be used on commercial merchandise except as expressly approved by the BOCC.

Our logo may not be used in any way that states or implies endorsement of a commercial product or service, gives a false impression, is misleading, or could cause confusion regarding the BOCC's office's relationship with any person or entity.

Neither our name nor our logo may be used in any manner that could adversely affect our image or standing in the community. Such proscribed uses include, but are not limited to, the use of our logo in connection with alcoholic beverages, cigarettes or other tobacco products, sexually oriented products or services, religious products, political parties or organizations, gaming or games of chance, and firearms.

We expect our employees to respect all copyright and other intellectual property laws—for the protection of the BOCC's office as well as the employees. Proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including our own logo, copyrights, trademarks, and brands is critical to continued employment.

## **T. USE OF EMPLOYEE PHOTO, LIKENESS, AND VOICE**

The BOCC's office may take pictures or make recordings of its activities, including specific work tasks or BOCC's office events to be used in educational, recruiting, or promotional materials. Such materials may be in different media, including the internet. The BOCC's office has provided a Photo and Publicity Release Form to all employees at hiring and will comply with the preference indicated on that form in the use of any employee's Photo, Likeness, or Voice. It is incumbent on the employee to ensure that the form is appropriately completed and, if the employee wishes to change their preference, that they complete an updated form. The Photo and Publicity Release Form is available from office of the Clerk of Courts.

## **U. WORKPLACE SURVEILLANCE AND MONITORING**

The BOCC's office reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

1. The BOCC's office may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The company will do so only after first ensuring that such action is in compliance with state and federal laws.
2. Employees should not have any expectation of privacy in work-related areas.
3. Employee privacy in nonwork areas will be respected to the extent possible. The BOCC's office's reasonable suspicion of onsite drug use, physical abuse, theft, or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonwork-area privacy must be compromised.
4. The BOCC's office also may conduct other monitoring of its physical location, computer network or systems, electronic devices, vehicles, and/or other equipment. Our Computer, Telephone, and Communication hardware and software systems have been installed and are used to facilitate business communications. Although each employee has an individual password to access these Systems, they belong to the BOCC's office and the contents of all communications are accessible by

management for any business purpose. Communications sent via a personal device also may be subject to monitoring if sent through the BOCC's office's networks and the personal device must be provided for inspection and review upon request.

5. The BOCC's office reserves the right to monitor, and will periodically monitor, its Systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any BOCC's office System for the purpose of preventing such monitoring.
6. The BOCC's office reserves the right to limit or prohibit employee use of electronic communications when necessary to ensure organizational production or to discipline employees for performance related reasons.
7. EMPLOYEES SHOULD NOT CONSIDER ANY MATERIALS TRANSMITTED OR STORED IN THE BOCC'S OFFICE SYSTEMS TO BE PRIVATE. Equipment, including vehicles and/or electronic devices, such as cell phones, laptops, or tablets, assigned to you temporarily or permanently is subject to monitoring, including active monitoring such as GPS location monitoring. You should have no expectation of privacy with respect to the use of such equipment. Additionally, you may be asked to surrender the equipment with no notice for a variety of reasons including routine maintenance.
8. Employees should contact their supervisor or the office of the County Manager if they have questions about this policy.



## **V. NEPOTISM**

The BOCC's office prohibits working relationships between members of the same family in which one such employee has supervisory or managerial authority over the other family member. Supervisory or managerial authority includes hiring, promotion, salary, performance evaluation and other staffing decisions. For the purpose of this policy, family member is defined as a spouse, domestic partner, romantic partner, children, parents, siblings, nieces, nephews, grandparents, grandchildren, aunts, uncles, first cousins, and corresponding in-law or step relationships. If such a relationship is discovered, the BOCC's office will take all necessary measures, including separation of employment, to rectify the violation of this policy.

## VI. ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Personnel Policies and Procedures handbook. I have been given an opportunity to ask questions that I may have concerning any of the policies of Bradford County.

I also understand that this informative handbook is not to be considered a contract of a guarantee of continued appointment and/or employment. I understand that I serve at the pleasure of the Bradford County Board of County Commissioners, and that either the Board of County Commissioners or I can terminate the appointment and/or employment with or without cause. Policies and benefits may be changed from time to time at the discretion of the County with or without notice. I will keep my handbook for future reference and observe all policies and rules.

I also understand that as a condition of appointment and/or hiring and as required by state law, I must take the following loyalty oath as prescribed by Section 876.05(1), Florida Statutes:

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America (or a resident alien), and being appointed and/or hired by an officer of Bradford County, and a recipient of public funds as such staff member or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States of America and the State of Florida.

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large.

Personally Known \_\_\_\_ My Commission Expires: \_\_\_\_\_

OR

Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Signing this document is a condition of continued employment.

A Completed copy of this Acknowledgment of Receipt, signed by the staff member, dated, and notarized, will be retained in the staff member's personnel file.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM: Annual Billboard rental and vinyl installation

DEPARTMENT: Bradford County TDC

PURPOSE/DESCRIPTION: Marketing of Bradford County

ASSOCIATED COST(S): \$7,550.00

BUDGET LINE (G/L #): 002-86-552-48010-00

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

RECOMMENDED MOTION:

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AGENDA ITEM APPROVAL

DEPT. REPRESENTATIVE \_\_\_\_\_

SIGNATURE

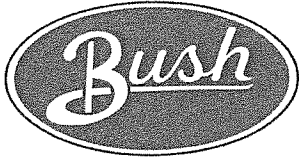
08/20/2024

DATE

COUNTY MANAGER \_\_\_\_\_

SIGNATURE

DATE



# INVOICE

TRAILER COMPANY

INVOICE #: BT-CI848-24

DATE: 8/7/2024

Please remit payment to:

BUSH TRAILER COMPANY, LLC  
9057 US Hwy 301  
Hampton, FL 32044  
bushtrailerco@gmail.com  
(352) 575-8665

BILL TO: TDC OF BRADFORD COUNTY  
100 E. CALL STREET  
STARKE, FL 32091

DUE DATE: UPON RECEIPT

DESCRIPTION	AMOUNT
<b>BILLBOARD LEASE RENEWAL: SIGN PERMIT # CI848</b>	<b>\$ 7,200.00</b>
MONTHLY: \$600/MONTH	
BI-ANNUALLY: \$3,600/6 MONTHS	
ANNUALLY: \$7,200	
TERM: 9/1/24 - 8/31/24	
Please contact Stephen Bush at (352) 468-3290 or bushtrailerco@gmail.com with any questions.	

Thank You For Your Business!

**TOTAL: \$ 7,200.00**



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM: Billboard Vinyl

DEPARTMENT: Bradford County TDC

PURPOSE/DESCRIPTION: Marketing of Bradford County

ASSOCIATED COST(S): \$650.00

BUDGET LINE (G/L #): 002-86-552-48010-00

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

RECOMMENDED MOTION:

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AGENDA ITEM APPROVAL

DEPT. REPRESENTATIVE \_\_\_\_\_

SIGNATURE

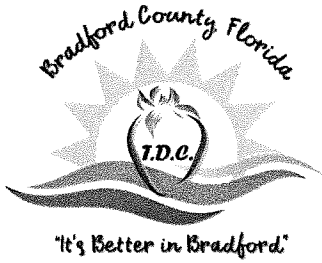
08/20/2024

DATE

COUNTY MANAGER \_\_\_\_\_

SIGNATURE

DATE



**Bradford County  
Tourism Development Council**  
100 East Call Street  
Starke, FL 32091

Wednesday, August 21, 2024

"Our mission is to give tourists a reason to visit our region of Florida."

Amount Due: \$ 650.00

Amount Paid: \$ \_\_\_\_\_

**Bradford County Tourism Development Council**

New Vinyl cover for Billboard      \$650.00

**Payable to:**

North Florida Regional Chamber of Commerce  
100 E Call Street  
Starke, FL 32091

**Mail to:**

North Florida Regional Chamber of Commerce  
100 E Call Street  
Starke, FL 32091

**Contact:**

Pam Whittle 904-964-5278 or 904-364-7051  
pam@northfloridachamber.com

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM: Give Away items to promote Bradford Co. at Rural Co. Days Mar. 19 & 20

DEPARTMENT: Bradford County TDC

PURPOSE/DESCRIPTION: Marketing of Bradford County

ASSOCIATED COST(S): \$4,105.00

BUDGET LINE (G/L #): 002-86-552-48010-00

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

RECOMMENDED MOTION:

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AGENDA ITEM APPROVAL

DEPT. REPRESENTATIVE \_\_\_\_\_

SIGNATURE

08/20/2024

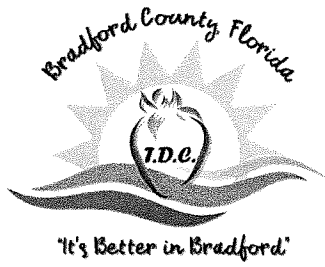
DATE

COUNTY MANAGER \_\_\_\_\_

SIGNATURE

DATE





**Bradford County  
Tourism Development Council**  
100 East Call Street  
Starke, FL 32091

Wednesday, August 21, 2024

"Our mission is to give tourists a reason to visit our region of Florida."

Amount Due: \$ 4,105.00

Amount Paid: \$ \_\_\_\_\_

**Bradford County Tourism Development Council**

Bradford County Promotional Items for Rural Co. Days \$4,105.00

**Payable to:**

Gilstrap & Associates  
PO Box 1  
Keystone Heights, FL 32656

**Mail to:**

Gilstrap & Associates  
PO Box 1  
Keystone Heights, FL 32656

**Contact:**

Pam Whittle 904-964-5278 or 904-364-7051  
pam@northfloridachamber.com

**Pam Whittle**

**From:** H Gilstrap <info@lakeareapromo.com>  
**Sent:** Friday, August 2, 2024 10:31 AM  
**To:** Pam Whittle  
**Subject:** Rural Country Strawberry Quote

Good morning Pam, below is pricing that you can use for budgeting purposes.

Our preferred supplier will at least meet the (1) color pricing and set-up charges (below) AND do the imprint in full color with discounted/reduced shipping. Waiting for their vector art.



**Food Fruit Series Strawberry Stress Reliever**

Item # NEUTL-EEDVY

Overview Colors Themes Imprint Options Delivery

1" W x 3/4" H on 1"x3/4". Price includes 1 color, 1 location

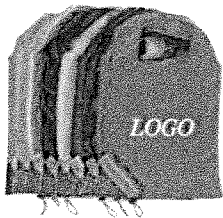
Quantity:	100	250	500	1,000	2,500
Your Price (each):	\$1.88	\$1.85	\$1.82	\$1.78	\$1.75

Repeat Setup: \$17.00; Plate: \$60.00; Additional Color/Location Setup: \$50.00; Additional Color/Location Running Charge: 100-\$0.25, 250-\$0.25, 500-\$0.25, 1,000-\$0.25, 2,500-\$0.25. Additional charges may apply.

\$1780.00



Our preferred supplier will at least meet the (1) color pricing and set-up charges (below) AND do the imprint in full color with discounted/reduced shipping. Waiting for their vector art.



**Folding Shopping Tote Bag**

Item # IEOKO-MHUBJ

Overview Colors Themes Imprint Delivery

Screen printed, 8" W x 7" H on center. Second location: 8" W x 7" H on front. Price includes 1 color, 1 side, 1 location

Quantity:	500	1,000	3,000	5,000	10,000
Your Price (each):	\$1.48	\$1.20	\$1.11	\$1.03	\$0.98

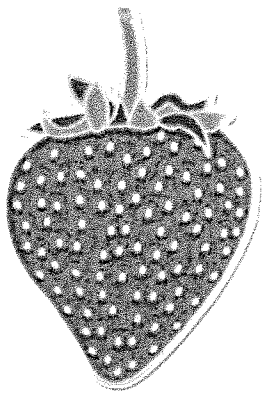
Setup: \$85.00; Additional Color/Location Setup: \$50.00. Additional charges may apply.

\$1200.00



We will provide 125 of the strawberry lapel pins for the Rural County Days (at no cost). Of course, you are welcome to order more. I have a great supplier that will do them for less than half the quoted price below.

+ 875.00



### Strawberry Pin

Item # GYTC-LUMND

Overview   Colors   Themes   Imprint   Delivery

As John Lennon once sang "Strawberry Fields Forever," let our Strawberry Pin brighten up your day. It is die struck with jewelry fine metal, color filled with deep red enamel, and gold plated. This pin comes individual poly bagged and with a standard clutch for a nice hold on your back pack, guitar strap, or jacket lapel. Makes an adorable gift for someone who loves to garden or a nice token for a Mother's Day present. 3/4" W x 1 1/4" H



Quantity:	50	100	250	500
Your Price (each):	\$4.20	\$3.85	\$3.50	\$3.00

Thank you Pam. It is our pleasure to quote, and we look forward to potentially assisting you with this project.

Please let me know if you have questions, I'll be happy to go over the details.

### Lake Area Promo

Corporate Branding and Engagement

Harold W. Gilstrap - President | Natalie M. Gilstrap - Partner

Direct - 352.473.5770   [LakeAreaPromo.com](http://LakeAreaPromo.com)   SAGE 101040

*Handwritten calculation:*  
\$3855.00 total  
250.00 Set up  
-----  
\$4105.00 TOTAL



*Handwritten address:*  
P.O. Box 1  
Keystone Heights, FL  
32656

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM CONTRACT BETWEEN BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS AND STATE OF FLORIDA DEPARTMENT OF HEALTH FOR THE OPERATION OF THE BRADFORD COUNTY HEALTH DEPARTMENT CONTRACT YEAR 2024-2025

DEPARTMENT: County Manager

PURPOSE: Core Contract for Health Department Services for Bradford County for 2024-2025 Fiscal Year

ASSOCIATED COST(S): Bradford County - \$82,500  
State of Florida - \$1,500,244  
\*Overall expenditures will not exceed available funding or budget authority, whichever is less in any service category.

BUDGET LINE (G/L #): 001-20-563-8300-00 – Mental Health  
001-20-563-81300-01 – Core Contract

**CONTRACT BETWEEN  
BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
BRADFORD COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2024-2025**

This contract is made and entered into between the State of Florida, Department of Health (“State”), and the Bradford County Board of County Commissioners (“County”), through their undersigned authorities, effective October 1, 2024. State and County are jointly referred to as the “parties”.

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to “promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services.”

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the “promotion of the public’s health, the control and eradication of preventable diseases, and the provision of primary health care for special populations.”

C. Bradford County Health Department (“CHD”) is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2024, through September 30, 2025, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. “Environmental health services” are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,500,244 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash, or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 82,500 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Bradford County Health Department  
1801 North Temple Avenue  
Starke, FL 32091

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as



required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Bradford County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.



g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii.* A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2025, for the reporting period of October 1, 2024, through December 31, 2024; and
- ii.* June 1, 2025, for the reporting period of October 1, 2024, through March 31, 2025; and
- iii.* September 1, 2025, for the reporting period of October 1, 2024 through June 30, 2025; and
- iv.* December 1, 2025, for the reporting period of October 1, 2024 through September 30, 2025.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Amie G. Oody  
Administrator/Director  
Title  
1801 North Temple Avenue

Starke, FL 32091  
Address

amie.oody@flhealth.gov  
Email Address  
(904) 964-7732  
Telephone

For the County:

Scott Kornegay  
County Manager  
Title  
945 North Temple Avenue

Starke, FL 32091  
Address

scott\_kornegay@bradfordcountyfl.org  
Email Address  
(904) 966-6327  
Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (seven pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2024.

**BOARD OF COUNTY COMMISSIONERS  
FOR BRADFORD COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SIGNED BY:** \_\_\_\_\_

**NAME:** Carolyn Spooner

**TITLE:** Chairwoman

**DATE:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** Joseph A. Ladapo, M.D., Ph.D.

**TITLE:** State Surgeon General

**DATE:** \_\_\_\_\_

**ATTESTED TO:**

**SIGNED BY:** \_\_\_\_\_

**NAME:** Denny Thompson

**TITLE:** Clerk of Court

**DATE:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** Amie G. Oody

**TITLE:** CHD Director or Administrator

**DATE:** \_\_\_\_\_

**ATTACHMENT I**  
**BRADFORD COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health  
Requirements as specified in Environmental Health Programs Manual 150-4\* and DHP 50-21\*
  8. HIV/AIDS Program  
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.  
  
Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide.  
Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
  9. School Health Services  
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
  10. Tuberculosis  
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
  11. General Communicable Disease Control  
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
  12. Refugee Health Program  
Programmatic and financial requirements as specified by the program office.

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**BRADFORD COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/24	0	805380	805380
2. Drawdown for Contract Year October 1, 2024 to September 30, 2025	0	-393218	-393218
3. Special Capital Project use for Contract Year October 1, 2024 to September 30, 2025	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2024 to September 30, 2025	0	412162	412162

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.



## ATTACHMENT II

### BRADFORD COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 CHD - TB COMMUNITY PROGRAM	3,000	0	3,000	0	3,000
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,303	0	6,303	0	6,303
015040 FAMILY PLANNING GENERAL REVENUE	35,470	0	35,470	0	35,470
015040 PRIMARY CARE PROGRAM	115,813	0	115,813	0	115,813
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	52,000	0	52,000	0	52,000
015040 SCHOOL HEALTH SERVICES	72,187	0	72,187	0	72,187
015050 CHD GENERAL REVENUE NON-CATEGORICAL	639,188	0	639,188	0	639,188
<b>GENERAL REVENUE TOTAL</b>	<b>923,961</b>	<b>0</b>	<b>923,961</b>	<b>0</b>	<b>923,961</b>
<b>2. NON GENERAL REVENUE - STATE</b>					
015010 TOBACCO STATE & COMMUNITY HEALTHY BABY	15,000	0	15,000	0	15,000
<b>NON GENERAL REVENUE TOTAL</b>	<b>15,000</b>	<b>0</b>	<b>15,000</b>	<b>0</b>	<b>15,000</b>
<b>3. FEDERAL FUNDS - STATE</b>					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	59,592	0	59,592	0	59,592
007000 FAMILY PLANNING TITLE X - GRANT	60,723	0	60,723	0	60,723
007000 PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	155,237	0	155,237	0	155,237
007000 IMMUNIZATION ACTION PLAN	4,930	0	4,930	0	4,930
007000 MCH SPECIAL PROJCT DENTAL	7,813	0	7,813	0	7,813
007000 MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	10,591	0	10,591	0	10,591
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	86,772	0	86,772	0	86,772
015075 SCHOOL HEALTH SERVICES	175,625	0	175,625	0	175,625
<b>FEDERAL FUNDS TOTAL</b>	<b>561,283</b>	<b>0</b>	<b>561,283</b>	<b>0</b>	<b>561,283</b>
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>					
	0	0	0	0	0
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. OTHER CASH CONTRIBUTIONS - STATE:</b>					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	11,257	0	11,257	0	11,257
031005 FEDERALLY QUALIFIED HEALTH CENTER FEES	250	0	250	0	250
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
<b>OTHER CASH CONTRIBUTION TOTAL</b>	<b>11,507</b>	<b>0</b>	<b>11,507</b>	<b>0</b>	<b>11,507</b>
<b>6. MEDICAID - STATE/COUNTY:</b>					
001057 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	25,150	25,150	0	25,150
001148 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	222,610	222,610	0	222,610
001149 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	182,175	182,175	0	182,175
<b>MEDICAID TOTAL</b>	<b>0</b>	<b>429,935</b>	<b>429,935</b>	<b>0</b>	<b>429,935</b>
<b>7. ALLOCABLE REVENUE - STATE:</b>					
004010 FEDERALLY QUALIFIED HEALTH CENTER FEES	10	0	10	0	10
018000 FEDERALLY QUALIFIED HEALTH CENTER FEES	138	0	138	0	138
<b>ALLOCABLE REVENUE TOTAL</b>	<b>148</b>	<b>0</b>	<b>148</b>	<b>0</b>	<b>148</b>
<b>8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE</b>					



## ATTACHMENT II

### BRADFORD COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
ADAP	0	0	0	43,963	43,963
PHARMACY DRUG PROGRAM	0	0	0	3,738	3,738
WIC PROGRAM	0	0	0	697,896	697,896
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	3,191	3,191
IMMUNIZATIONS	0	0	0	229,149	229,149
<b>OTHER STATE CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>977,937</b>	<b>977,937</b>
<b>9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT</b>					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	82,500	82,500	0	82,500
<b>DIRECT COUNTY CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>82,500</b>	<b>82,500</b>	<b>0</b>	<b>82,500</b>
<b>10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY</b>					
001025 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	165	165	0	165
001077 CHD CLINIC FEES	0	266,883	266,883	0	266,883
001077 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	50,967	50,967	0	50,967
001077 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	1,375	1,375	0	1,375
001110 VITAL STATISTICS CERTIFIED RECORDS	0	38,000	38,000	0	38,000
<b>FEES AUTHORIZED BY COUNTY TOTAL</b>	<b>0</b>	<b>357,390</b>	<b>357,390</b>	<b>0</b>	<b>357,390</b>
<b>11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY</b>					
001029 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	107,410	107,410	0	107,410
001090 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	46,363	46,363	0	46,363
007010 FEDERAL QUALIFIED HEALTH CENTER INDIRECT EARNING	0	145,297	145,297	0	145,297
007010 HEALTH CENTER CLUSTER GRANT - DIRECT TO CHD	0	579,922	579,922	0	579,922
011001 CHD HEALTHY START COALITION CONTRACT	0	130,409	130,409	0	130,409
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	393,218	393,218	0	393,218
<b>OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>1,402,619</b>	<b>1,402,619</b>	<b>0</b>	<b>1,402,619</b>
<b>12. ALLOCABLE REVENUE - COUNTY</b>					
004010 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	10	10	0	10
018000 FEDERALLY QUALIFIED HEALTH CENTER FEES	0	138	138	0	138
<b>COUNTY ALLOCABLE REVENUE TOTAL</b>	<b>0</b>	<b>148</b>	<b>148</b>	<b>0</b>	<b>148</b>
<b>13. BUILDINGS - COUNTY</b>					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	72,000	72,000
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	600	600
INSURANCE	0	0	0	5,400	5,400
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
<b>BUILDINGS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78,000</b>	<b>78,000</b>
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	6,000	6,000
VEHICLE MAINTENANCE	0	0	0	0	0

## ATTACHMENT II

### BRADFORD COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
<b>OTHER COUNTY CONTRIBUTIONS TOTAL</b>	0	0	0	6,000	6,000
<b>GRAND TOTAL CHD PROGRAM</b>	1,511,899	2,272,592	3,784,491	1,061,937	4,846,428

**ATTACHMENT II**

**BRADFORD COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service  
October 1, 2024 to September 30, 2025**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
<b>A. COMMUNICABLE DISEASE CONTROL:</b>										
IMMUNIZATION (101)	0.65	2,149	2,663	22,197	19,027	22,197	19,342	56,745	26,018	82,763
SEXUALLY TRANS. DIS. (102)	0.72	197	254	16,548	14,185	16,548	14,419	0	61,700	61,700
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.04	4	4	977	837	977	850	3,641	0	3,641
TUBERCULOSIS (104)	0.22	78	86	5,272	4,519	5,272	4,593	19,656	0	19,656
COMM. DIS. SURV. (106)	0.00	0	0	54	46	54	46	200	0	200
HEPATITIS (109)	0.08	11	11	2,198	1,884	2,198	1,916	8,196	0	8,196
PREPAREDNESS AND RESPONSE (116)	0.82	0	0	25,794	22,110	25,794	22,475	96,173	0	96,173
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.46	4,574	11,290	8,587	7,361	8,587	7,484	0	32,019	32,019
<b>COMMUNICABLE DISEASE SUBTOTAL</b>	<b>2.99</b>	<b>7,013</b>	<b>14,308</b>	<b>81,627</b>	<b>69,969</b>	<b>81,627</b>	<b>71,125</b>	<b>184,611</b>	<b>119,737</b>	<b>304,348</b>
<b>B. PRIMARY CARE:</b>										
CHRONIC DISEASE PREVENTION PRO (210)	0.57	0	0	18,120	15,533	18,120	15,789	67,562	0	67,562
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	0.23	0	0	4,947	4,240	4,947	4,310	18,444	0	18,444
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.11	622	986	62,738	53,779	62,738	54,668	190,543	43,380	233,923
IMPROVED PREGNANCY OUTCOME (225)	0.38	94	350	13,039	11,177	13,039	11,361	0	48,616	48,616
HEALTHY START PRENATAL (227)	0.60	144	924	14,528	12,453	14,528	12,658	0	54,167	54,167
COMPREHENSIVE CHILD HEALTH (229)	7.09	1,343	4,177	209,616	179,682	209,616	182,653	0	781,567	781,567
HEALTHY START CHILD (231)	0.60	93	530	12,924	11,078	12,924	11,262	0	48,188	48,188
SCHOOL HEALTH (234)	4.38	0	71,323	98,994	84,857	98,994	86,259	369,104	0	369,104
COMPREHENSIVE ADULT HEALTH (237)	12.06	1,130	3,082	391,314	335,433	391,314	340,976	402,888	1,056,149	1,459,037
COMMUNITY HEALTH DEVELOPMENT (238)	2.94	0	0	71,343	61,155	71,343	62,165	264,631	1,375	266,006
DENTAL HEALTH (240)	1.70	133,450	222,530	35,812	30,698	35,812	31,207	14,116	119,413	133,529
<b>PRIMARY CARE SUBTOTAL</b>	<b>32.66</b>	<b>136,876</b>	<b>303,902</b>	<b>933,375</b>	<b>800,085</b>	<b>933,375</b>	<b>813,308</b>	<b>1,327,288</b>	<b>2,152,855</b>	<b>3,480,143</b>
<b>C. ENVIRONMENTAL HEALTH:</b>										
<b>Water and Onsite Sewage Programs</b>										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Facility Programs</b>										
TATTOO FACILITY SERVICES (344)	0.00	0	0	0	0	0	0	0	0	0
FOOD HYGIENE (348)	0.00	0	0	0	0	0	0	0	0	0
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0



**ATTACHMENT II**

**BRADFORD COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service**

October 1, 2024 to September 30, 2025

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
GROUP CARE FACILITY (351)	0.00	0	0	0	0	0	0	0	0	0
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.00	0	0	0	0	0	0	0	0	0
POOLS/BATHING PLACES (360)	0.00	0	0	0	0	0	0	0	0	0
BIOMEDICAL WASTE SERVICES (364)	0.00	0	0	0	0	0	0	0	0	0
TANNING FACILITY SERVICES (369)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	0.00	0	0	0	0	0	0	0	0	0
<b>Groundwater Contamination</b>										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	0.00	0	0	0	0	0	0	0	0	0
<b>Community Hygiene</b>										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE (366)	0.00	0	0	0	0	0	0	0	0	0
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	0.00	0	0	0	0	0	0	0	0	0
<b>ENVIRONMENTAL HEALTH SUBTOTAL</b>	0.00	0	0	0	0	0	0	0	0	0
<b>D. NON-OPERATIONAL COSTS:</b>										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	0	0	0	0	0	0	0
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
<b>NON-OPERATIONAL COSTS SUBTOTAL</b>	0.00	0	0	0	0	0	0	0	0	0
<b>TOTAL CONTRACT</b>	35.65	143,889	318,210	1,015,002	870,054	1,015,002	884,433	1,511,899	2,272,592	3,784,491

**ATTACHMENT III**  
**BRADFORD COUNTY HEALTH DEPARTMENT**  
**CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE**

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.
2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.





BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE:

September 3, 2024

AGENDA ITEM

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

DEPARTMENT:

County Manager

PURPOSE:

A proclamation of, and extension of, the Local State of Emergency from Hurricane Debby. This proclamation extended the state of emergency from August 3-10th to August 17th.



RESOLUTION 2024 - \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, on March 5, 2011, the Board of County Commissioners of Bradford County, Florida adopted Ordinance 2001-05; later codified as Chapter 26 of the *Bradford County Code of Ordinances* (hereinafter referred to as the *Code*) invoking the powers provided for in Chapter 252, *Florida Statutes*; and

WHEREAS, pursuant to Section 26-8(a) of the *Code*, the Board of County Commissioners of Bradford County, Florida granted authority to the Emergency Management Director to declare, by proclamation, a state of local emergency from time to time when it is determined that conditions exist giving rise to such a declaration, and;

WHEREAS, according to Section 252.38(3)(a)(5), *Florida Statutes*, the duration of each state of emergency declared locally is limited to seven days and may be extended, as necessary, in seven-day increments; and

WHEREAS, in late July 2024, a disturbance identified as Invest 97L, in the southwestern Atlantic and Eastern Gulf of Mexico, which developed into Hurricane Debby, a Category 1 Hurricane, made landfall in the northeast gulf coast of Florida and moved northeast across Florida causing strong winds, torrential rainfall, major, widespread flooding and other damaging effects throughout its path; and

WHEREAS, the National Oceanic and Atmospheric Administration and the National Hurricane Center issued a Tropical Storm Warning for Bradford County and other areas within the predicted storm track; and

WHEREAS, the devastating effects of Hurricane Idalia – specifically including, accumulated debris, downed trees and power lines, loss of power, and other serious damage, particularly damage resulting from the severe wind event – were felt by Bradford County and its residents; and

WHEREAS, on August 3, 2024, the Bradford County Board of County Commissioner’s Chairman declared and proclaimed a local state of emergency in Bradford County, Florida for the purpose of activating the *Bradford County Comprehensive Emergency Management Plan* and authorize the utilization of emergency powers provided under Sections 252.31 through 252.62, *Florida Statutes*; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the aforementioned declaration of a state of local emergency for the period commencing on August 3, 2024, and continuing through August 10, 2024, was and remains in the best interest of Bradford County, Florida and its citizens; and

WHEREAS, the Board of County Commissioners adopted Resolution 2024-10 confirming the Proclamation Declaring a Local State of Emergency commencing August 3, 2024, through August 10, 2024, at its meeting on August 15, 2024; and

WHEREAS, the threat of the continued effects of Hurricane Debby represents a severe and immediate threat to the health, safety, and welfare of the citizens of Bradford County, Florida; and

WHEREAS, on August 9, 2024, the Bradford County Board of County Commissioner's Chairman declared and proclaimed an extension to the local state of emergency in Bradford County, Florida for the purpose of activating the Bradford County Comprehensive Emergency Management Plan and authorize the utilization of emergency powers provided under Sections 252.31 through 252.62, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the aforementioned declaration of a state of local emergency for the period commencing on August 10, 2024, and continuing through August 17, 2024, was and remains in the best interest of Bradford County, Florida and its citizens.

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

Section 1.            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 confirming the August 10, 2024, proclamation by the Bradford County Board of County Commissioners Chairman declaring and extending a local state of emergency in Bradford County, Florida for the purpose of activating the *Bradford County Comprehensive Emergency Management Plan* and authorizing the utilization of emergency powers provided – and is adopted pursuant to the authority granted by Chapters 125 and 252, *Florida Statutes*, Chapter 26, *Bradford County Code of Ordinances*.

Section 3.                    Confirmation of Proclamation and Declaration of Emergency.

The Board of County Commissioners of Bradford County, Florida hereby confirms the August 9, 2024, proclamation by the Bradford County Board of County Commissioner’s Chairman declaring a local state of emergency in Bradford County, Florida for the purpose of activating the *Bradford County Comprehensive Emergency Management Plan* and authorizing the utilization of emergency powers, attached hereto as “Exhibit 1” and incorporated herein by reference, and declares a local state of emergency in Bradford County, Florida for the period commencing on August 10, 2024, and continuing through August 17, 2024.

Section 4.                    Effective Date of Resolution

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

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 3<sup>RD</sup> day of September 2024.

BOARD OF COUNTY COMMISSIONERS  
OF BRADFORD COUNTY, FLORIDA

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By: CAROLYN SPOONER, its  
Chairwoman

ATTEST:

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By: DENNY THOMPSON, as  
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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By: ROB BRADLEY, as  
County Attorney

# EXHIBIT 1

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY

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A PROCLAMATION BY THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS, DECLARING A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA RELATED TO HURRICANE DEBBY AND AS AUTHORIZED BY SECTION 252.38(3)(a)(5), *FLORIDA STATUTES*.

WHEREAS, on March 5, 2001, the Board of County Commissioners of Bradford County, Florida adopted Ordinance 2001-05, later codified as Chapter 26 of the *Bradford County Code of Ordinances* invoking the powers provided for in Chapter 252, Florida Statutes; and

WHEREAS, pursuant to Section 26-8(a) of the *Bradford County Code of Ordinances*, the Chair of the Board of County Commissioners may declare, by proclamation, a State of Local Emergency when it is determined that conditions exist giving rise to such a declaration: and

WHEREAS, according to Section 252.38(3)(a)(5), Florida Statutes, the duration of each state of emergency declared locally is limited to seven days and may be extended, as necessary; and

WHEREAS, on August 5<sup>th</sup>, 2024, Hurricane Debby (a/k/a Invest 97L, Potential Tropical Cyclone Four, Tropical Depression Four, and Tropical Storm Debby) made landfall in the big bend region of Florida, bringing over 5 inches of rainfall to Bradford County; and

WHEREAS, Hurricane Debby produced conditions of flash flooding, inundated waterways, and raised water levels of streams, rivers, and lakes; and

WHEREAS, given the condition of Bradford County and the forecasted potential for rainfall, flooding conditions which impact structures and roadways may be imminent; and

WHEREAS, a review of all relevant factors, including the information outlined herein, indicates that current conditions pose a severe threat to Bradford County, Florida; and

WHEREAS, the threat of the continued effects of Hurricane Debby requires that timely precautions be taken to protect the community, critical infrastructure and general welfare of Bradford County, Florida; and

WHEREAS, the continued threat of the impacts of Hurricane Debby represents a severe and immediate threat to the health, safety and welfare of the citizens of Bradford County, Florida; and

WHEREAS, said severe and immediate threat to the health, safety and welfare of the citizens of Bradford County represents a true and active emergency; and

WHEREAS, the declaration of a local state of emergency under these conditions is determined to be in the best interest of Bradford County and its citizens.

NOW THEREFORE, pursuant to the authority granted by Chapter 26, *Bradford County Code*, and Chapter 252, *Florida Statutes*, for the aforementioned and above-outlined reasons, the undersigned, *Commissioner Carolyn Spooner, Chair of the Board of County Commissioners*, hereby (1) declares and proclaims a local state of emergency in Bradford County, Florida, for the period commencing on **August 10<sup>th</sup>, 2024** and continuing through **August 17<sup>th</sup>, 2024**; and (2) activates the *Bradford County Comprehensive Emergency Management Plan* and authorizes the utilization of the emergency powers provided under Sections 252.31 through 252.62, *Florida Statutes*.

PROCLAIMED this 9<sup>th</sup> Day of August, 2024

  
By: Commissioner Carolyn Spooner as its  
Chair of the Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE: September 3, 2024

AGENDA ITEM Satisfaction of Mortgage on SHIP-Purchase – Mitola M & A

DEPARTMENT: Community Development/SHIP

PURPOSE: SHIP Applicant for Purchase Assistance loan has been paid off.. Therefore, please consider approval of this Satisfaction of Mortgage to satisfy this mortgage.

ASSOCIATED COST(S): -0-

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

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

## Satisfaction of Mortgage

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

The owner and holder of a certain mortgage deed executed by Mark A., and April A. Mitola, to Bradford County Board of County Commissioners, a body politic of the State of Florida.

Bearing the date 17th day of January 2012, recorded in Official Records BOOK 1427, Page 336, in the Office of the Clerk of the Circuit Court of Bradford County, State of Florida, securing that certain note in the principal sum \$10,000.00 and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

Land as described in mortgage recorded in Official Records Book 1427, Page 336 in the Records of Bradford County.

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

Witness our hand and seals, this 3rd day of September, A. D. 2024.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Witness Signature (as to Grantor)

\_\_\_\_\_  
Grantor, Carolyn Spooner, Chairperson  
Bradford County Board of County Commissioners  
P. O. Drawer B, Starke, FL 32091

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Signature (as to Grantor)

\_\_\_\_\_  
Witness Printed Name

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

Witness my hand and official seal in the County and State last aforesaid this 3rd day of September, 2024.

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

Notary Seal

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM: SHIP Rehabilitation Loan Approval File # 2021-1-S and 2021-2-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): File 2021-1 \$35,000  
File 2021-2 \$35,000

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

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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

Maria Marks Hankerson 2021-1-S  
1297 Estelle Street  
Starke, FL 32091  
Loan amount =\$35,000

Eloise Butler 2021-2-S  
707 North Street  
Starke, FL 32091  
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: September 3, 2024

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Carolyn Spooner, Chairwomen

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

---

DATE: September 3, 2024

AGENDA ITEM Proposal from Meridian Behavioral Healthcare, Inc for use of Opioid Abatement Funds remaining from the 23-24 State Fiscal Year to fund a Medication Assisted Treatment Program.

DEPARTMENT: None

PURPOSE:

Meridian is in need of additional funds to increase access to person-centered and culturally/linguistically appropriate screening, early identification, intervention, and treatment for substance use disorders to clients in various settings to include the jail or court system, and in their Starke Clinic. Opioid Involved Overdose Emergency Department Visits and Hospitalizations increased by 16% in Bradford County from 2020-2023 with a rate of 19 visits/hospitalizations in 2020 to 22 visits/hospitalizations in 2023, spiking to 41 in 2022. Meridian will partner with jail or court staff, medical/EMS staff (specifically the Community Paramedicine Program) and other community members in Bradford County to provide Medication Assisted Treatment (MAT) and other services to individuals affected by Opioid Use Disorder (OUD) or substance use. We will provide outreach in the Bradford County Jail and have staff on site at our Bradford location for assessment, treatment planning, medication and on-going treatment. Processes and procedures have been established to immediately begin services in these areas as soon as additional funding is available.

In order to provide these expanded services, we are requesting \$87,000 from Bradford County. At our service level and growth rate, we are confident that we can provide the services and earn all of these funds.

\*Excerpt from Attached Document Exhibit G Page 3\*

ASSOCIATED COST(S): \$87,000



# Submission of Information

Request for Changes from Currently Contracted Network Service Providers or Request for Funding from Uncontracted Service Providers

**Introduction**

LSF Health Systems (LSFHS) is the Managing Entity for the Florida Department of Children and Families (DCF) Substance Abuse and Mental Health (SAMH) programs in the Northeast and North Central Florida Region. LSFHS is responsible for the administration of mental health and substance abuse treatment programs for the underserved populations creating a safety net for vulnerable consumers.

Each program serves the neediest individuals that meet DCF's SAMH target population criteria in the Northeast and North Central region and provides for a comprehensive array of outpatient, inpatient and residential services including, but not limited to; therapy, case management, medication management, residential, room and board, crisis and emergency support, prevention, intervention, outreach, peer services, supported housing, and supported employment.

LSFHS uses the Submission of Information process for the following:

- Requests for funding from uncontracted service providers;
- Requests for restoration of funds pulled due to lapse;
- Requests for changes to programming;
- Request for shifts between funding areas;
- Requests for an increase in funding for any reason.

It is the policy for contracted Network Service Providers to provide information and justification for any of the above circumstances. LSFHS accepts submissions from providers at any time and may also initiate this process due to a specific funding concern within the system of care including the need to redistribute lapsed funding.

Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request, and provide a written response, if chosen for the next step in the selection process. Additional information and follow-up questions may be solicited based on this review.

**Funding Request Form**

Please fill out the information below accurately and completely, then submit to [procurement@lsfnet.org](mailto:procurement@lsfnet.org).

**1. Organization Name, Address and Contract Number (if current Network Service Provider):**

**2. Organization Contact Person Name, Email, and Phone Number for this Submission:**

**3. Briefly describe the programs, counties and populations served which are impacted by this request.**



4. Briefly describe your organization’s need for additional funding, for a change in programming and/or for a change in funding as currently allocated. **Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial.** If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization’s capacity to spend funds if restored.

5. Briefly describe your organization’s plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.

**6. If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)? If not, but you have submitted your application, please describe what stage in the process you are in?**

**7. Briefly describe your organization’s expertise about the delivery of service to the identified population which will be impacted by this change.**

**8. Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.**

**9. Define and describe the Program Goals.**

**10. Define and describe the Proposed Outcome Measures for the program in which funding is being requested.**

11. **Outside organizations only:** Describe your organization’s data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.

12. **Outside organizations only:** Describe your organization’s business administration capacity specifically related to human resources and financial management.

**13. Outside organizations only: Level 2 Background Screening, through the DCF Clearinghouse, is a requirement for staff members from each agency who enters into a contract with LSFHS. Does your organization currently conduct Level 2 Background Screenings for staff members using this method? If not, are you willing to conduct the required screenings for compliance with the contract?**

**14. Please provide, as an attachment, the Exhibit C and D - Projected Operating and Capital Budget, using the most recent template, outlining the requested funding including OCAs and associated covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.**

\_\_\_\_\_  
Signature of Organization’s CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Organization’s Contract Manager

\_\_\_\_\_  
Date



Meridian Behavioral Health, Inc.  
 AGENCY  
 ME021  
 CONTRACT #

8/20/2024  
 Date  
 FYE 24-25  
 Fiscal Year

## SAMH PROJECTED OPERATING AND CAPITAL BUDGET

**PART I: PROJECTED FUNDING SOURCES & REVENUES**

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
<b>IA. STATE SAMH FUNDING</b>									
(1) Management, Oversight and Administration	\$ 87,000.00								\$87,000
(2) Services Revenue	\$								\$0
<b>IB. OTHER GOVT. FUNDING</b>									
(1) Other State Agency Funding		\$	\$	\$	\$	\$	\$	\$	\$0
(2) Medicaid		\$	\$	\$	\$	\$	\$	\$	\$0
(3) Local Government		\$	\$	\$	\$	\$	\$	\$	\$0
(4) Federal Grants and Contracts		\$	\$	\$	\$	\$	\$	\$	\$0
(5) In-kind from local govt. only		\$	\$	\$	\$	\$	\$	\$	\$0
<b>TOTAL GOVERNMENT FUNDING =</b>	<b>\$87,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$87,000</b>
<b>IC. ALL OTHER REVENUES</b>									
(1) 1st & 2nd Party Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(2) 3rd Party Payments (except Medicare)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(3) Medicare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(4) Contributions and Donations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(5) Other Grants and Contracts		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(6) In-kind		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>TOTAL ALL OTHER REVENUES =</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECTED FUNDING =</b>	<b>\$87,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$87,000</b>

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
<b>IIA. PERSONNEL EXPENSES</b>									
(1) Salaries	\$ 49,875.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$49,875
(2) Fringe Benefits	\$ 9,975.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,975
<b>TOTAL PERSONNEL EXPENSES =</b>	<b>\$59,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$59,850</b>
<b>IIB. OTHER EXPENSES</b>									
(1) Building Occupancy	\$0								\$0
(2) Professional Services	\$1,000								\$1,000
(3) Travel	\$0								\$0
(4) Equipment	\$0								\$0
(5) Food Services	\$0								\$0
(6) Medical and Pharmacy	\$15,000								\$15,000
(7) Subcontracted Services	\$0								\$0
(8) Insurance	\$813								\$813
(9) Interest Paid	\$0								\$0
(10) Operating Supplies & Expenses	\$2,160								\$2,160
(11) Donated Items	\$0								\$0
(12) Other Expense	\$0								\$0
<b>TOTAL OTHER EXPENSES =</b>	<b>\$18,973</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,973</b>
<b>TOTAL PERSONNEL &amp; OTHER EXPENSES =</b>	<b>\$78,823</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,823</b>
<b>IIC. DISTRIBUTED INDIRECT COSTS</b>									
(a) Other Support Costs (Optional)	\$	\$	\$	\$	\$	\$	\$	\$	\$0
(b) Administration	\$7,882	\$	\$	\$	\$	\$	\$	\$	\$7,882
<b>TOTAL DISTRIBUTED INDIRECT COSTS =</b>	<b>\$7,882</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,882</b>
<b>TOTAL ALLOWABLE OPERATING EXPENSES =</b>	<b>\$86,705</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$86,705</b>
<b>IID. UNALLOWABLE COSTS</b>									
	\$	\$	\$	\$	\$	\$	\$	\$	\$0
<b>III. CAPITAL EXPENDITURES</b>									
	\$	\$	\$	\$	\$	\$	\$	\$	\$0
<b>TOTAL PROJECTED OPERATING EXPENSES =</b>	<b>\$86,705</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$86,705</b>

**IIG. BUDGET NARRATIVE** (attach separate set of workpapers)

**PART III: CERTIFICATION**

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

Ashley Tozier, LMHC

SVP, Medical Services

8/20/2024

Signature

Title

Date

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM Consider Approval of the Purchase of a 2024 Ram 1500 Tradesman 4X4 Crew Cab from Murray Chrysler Dodge Jeep Ram for \$47,095.48 for the UF/IFAS Ag Extension Office.

DEPARTMENT: Agriculture Extension

PURPOSE: Vehicle Purchase

ASSOCIATED COST(S): Quotes Obtained per Purchasing Policy – Quotes Attached.  
Staff Recommendation – Murray - \$47,095.48 BCSO Pricing

BUDGET LINE (G/L #):



QUOTE DOCUMENTATION FORM

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Date: August 26, 2024

Department: Ag Extension Office

Contact Person: Dr. Cindy Sanders

Item or Project: Truck Purchase

Justification: The Agriculture Extension office needs a new vehicle. There are not currently any used vehicles from another department available to transfer.

G/L Number: \_\_\_\_\_

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**RECOMMENDED QUOTE 1**

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Vendor: Murray Chrysler Dodge Jeep Ram – Staff Recommendation

Quote Price: \$ 47,095.48 Notes: 2024 Ram 1500 Tradesman 4X4 Crew Cab  
On BCSO Contract

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**QUOTE 2**

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Vendor: Duval Ford

Quote Price: \$46,712.47 Notes: 2024 Ford Ranger Crew Cab 4X4 XLT

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**QUOTE 3**

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Vendor: \_\_\_\_\_

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



Date: 8/3/2024  
 Salesperson: John Taylor  
 Manager: John Taylor  
 Customer ID #: 420133DODJAS

**FOR INTERNAL USE ONLY**

**CUSTOMER** JASON DODDS Home Phone : \_\_\_\_\_  
 Address : 4062 NW 234TH AVE  
ALACHUA, FL 32615 Work Phone : \_\_\_\_\_  
ALACHUA CO  
 E-Mail : Jason\_dodds@bradfordcountyfl.gov Cell Phone : (352) 745-4038

**VEHICLE**  
 Stock # : 212068 New / Used : **New** VIN : 1C6RRFGG4RN212068 Mileage : 5146  
 Vehicle : 2024 RAM 1500 Color : Bright White Cl  
 Type : Tradesman 4x4 Crew Cab 144.5 in. WB DT6L98  
 Body Size : \_\_\_\_\_ Style : \_\_\_\_\_ Weight : 0 Unit Class : \_\_\_\_\_

Market Value Selling Price	54,360.00
Discount	12,645.00
Rebate	2,500.00
Adjusted Price	39,215.00
RUNNING BOARDS	1,495.00
MURRAY PROTECTION PKG	1,895.00
Total Purchase	42,605.00
Taxable Fees (Estimated)	131.50
DealerDoc	899.00
Tax	2,843.13
Non Tax Fees	616.85
Balance	47,095.48

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

FCA US LLC INVOICE

917-A

<b>PLANT</b>	<b>ZONE</b>	<b>DEALER</b>	<b>VEHICLE ID NUMBER</b>	<b>INVOICE NO.</b>	<b>INVOICE DT.</b>
STERLING HGTS.	66	26895	1C6RRFGG4RN212068	R-DT6-59873479	01/09/24
<b>SHIP MURRAY CHRYSLER DODGE JEEP RAM OF</b>				<b>IGN KEY</b>	
<b>TO: 15160 US HIGHWAY 301 SOU</b>				<b>TRK KEY</b>	
<b>STARKE</b>				<b>ACC KEY</b>	
<b>SOLD MURRAY CHRYSLER DODGE JEEP RAM OF</b>					4025-01-1R09
<b>TO: 15160 US HIGHWAY 301 SOU</b>					
<b>STARKE</b>					
<b>FL 32091-</b>				<b>SHIPPING WT.</b>	4914
<b>PAID FOR BY: BANK OF AMERICA</b>				<b>SAE HP</b>	34.3
<b>CREDIT SALE XX CASH SALE</b>				<b>000-053000-00</b>	

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
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DT6L98	RAM 1500 TRADESMAN CREW CAB 4X4	44,271.00
PW7	Bright White Clear Coat	
V9X9	Cloth 40/20/40 Bench Seat	NO CHARGE
AHC	Trailer Tow Group	2,080.00
AJ1	Level 1 Safety Group	732.00
AMP	Chrome Appearance Group	1,012.00
A61	Tradesman Level 1 Equipment Group	1,560.00
DFT	8-Spd Auto 850RE Trans (Make)	NO CHARGE
DSA	Anti-Spin Differential Rear Axle	456.00
ERG	3.6L V6 24V VVT eTorque Engine	NO CHARGE
YGE	5 Additional Gallons of Gas	18.00
2TA	Customer Preferred Package 2TA	
23A	Customer Preferred Package 23A	
4NU	Fuel Fill / Battery Charge	73.00
4UQ	T3AC	125.00
001	DESTINATION CHARGE	1,995.00
	HB157200/SFP 52400	
	MDH # 010912	
	EP 49906	
	PP 51874	
	DR 51647	
	USE DEALERCONNECT TO OBTAIN KEY INFORMATION	

MSRP RETAIL TOTAL 54,360.00

TOTAL 52,322.00

ORIGINAL INVOICE

**THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.**



# Bradford County Public Works

Prepared for:	Contract Holder	8/22/2024
Bradford County Public Works Jason Dodds jason_dodds@bradfordcountyfl.gov 352-745-4038	Duval Ford Jared Davis (Work) 904-381-6595 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32254	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	BCSO Contract Price
2024 R4H	2024 Ford Ranger Crew Cab 4x4 XLT	\$ 38,011.00	\$ 38,138.18
OEM freight	Factory Destination	\$ 1,595.00	\$ 1,621.32
YZ	Oxford White	\$ -	\$ -
BH	Ebony premium cloth interior	\$ -	\$ -
99H.44T	2.3L EcoBoost/10-spd auto	\$ -	\$ -
X73	3.73 electronic locking differential	\$ 394.00	\$ 400.50
76E	Sport appearance package	\$ -	\$ -
18D	Black running boards	\$ 653.00	\$ 663.77
41H	Engine block heater	\$ 179.00	\$ 181.95
53R	Trailer tow package	\$ 465.00	\$ 472.67
86S	Spray-in bedliner	\$ 465.00	\$ 472.67
	Discount	Government Concession reflected in Base Vehicle Price	
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%
	Discount	Discount off invoice reflected in Base Vehicle Price	\$ (500.00)
	Ceiling Percentage Markup: Accessories	29%	
0	1	Hard folding, lockable bed cover installed by Knapheide	\$ 2,860.00 \$ 3,689.40
	Final Delivery		
0		Labor	Total Labor Hours for installation of parts \$ - \$ -
		Dealer Transfer	Dealer transfer from retail to government \$ 899.00 \$ 899.00
		Freight	Freight on Parts \$ - \$ -
		BRADFORD	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code) \$ 2.00 \$ -
		Tag	New FL County Tag, processing and handling by dealer \$ 173.00 \$ 173.00
		Warranty	Extended Warranty excluded \$ - \$ -
	NOTE	Stock unit RLE05712	
UNIT COST			\$ 46,712.47
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 46,712.47

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: Sept. 3, 2024 Board Meeting Item

AGENDA ITEM: UF/IFAS Ag Extension Yearly Presentation

DEPARTMENT: Ag Extension

PURPOSE: To update the Commissioners and citizens on the impacts and programs at the Bradford County Extension Office

ASSOCIATED COST(S): N/A

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM Code Enforcement – Shed/RV Issue

DEPARTMENT: BCSO

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM Community Planning Technical Assistance Grant Award

DEPARTMENT: County Manager

PURPOSE: In May 2024, Bradford County, with the assistance of Amber Shepherd with NEFEDC, applied for a CTPA grant with Florida Commerce. The grant was awarded to Bradford County for \$75,000.

August 16, 2024

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

Re: State Fiscal Year 2024-2025 Community Planning Technical Assistance Grants

Dear Mr. Kornegay:

We appreciate your interest in the Florida Department of Commerce's (FloridaCommerce) Community Planning Technical Assistance Grant Program. We are pleased to inform you that your grant proposal to prepare an Economic Development Strategy was selected for funding in the amount up to \$75,000.00.

FloridaCommerce will provide additional information to finalize the scope of work and complete the grant agreement. For your convenience, we have enclosed a copy of our grant agreement template for you to begin your internal review. Beginning on or after July 1, 2024, any invoice for work specifically related to the grant project will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

We look forward to our continued partnership, and if you have any questions, please do not hesitate to contact Paola Muir, Regional Planning Administrator, by telephone at 850 -717- 8471 or by email at [Paola.Muir@Commerce.fl.gov](mailto:Paola.Muir@Commerce.fl.gov).

Sincerely,



Kate Doyle, Assistant Deputy Secretary  
Division of Community Development

KD/pl

Enclosure

cc: Amber Shepherd, Amanda Brown



KAT CAMMACK  
3RD DISTRICT, FLORIDA

COMMITTEE ON ENERGY & COMMERCE  
SUBCOMMITTEE ON COMMUNICATIONS AND TECHNOLOGY  
SUBCOMMITTEE ON INNOVATION, DATA, AND COMMERCE  
SUBCOMMITTEE ON OVERSIGHT AND INVESTIGATIONS

COMMITTEE ON AGRICULTURE  
SUBCOMMITTEE ON CONSERVATION, RESEARCH AND  
BIOTECHNOLOGY

SELECT SUBCOMMITTEE ON THE WEAPONIZATION  
OF THE FEDERAL GOVERNMENT

CAMMACK.HOUSE.GOV

**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515-0903

WASHINGTON OFFICE:  
2421 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
PHONE: (202) 225-5744

GAINESVILLE OFFICE:  
5550 NW 111TH BOULEVARD  
SUITE A  
GAINESVILLE, FL 32653  
PHONE: (352) 505-0838  
FAX: (855) 299-1664

OCALA OFFICE:  
3301 SW 34TH CIRCLE  
SUITE 402  
OCALA, FL 34474  
PHONE: (352) 421-9052  
FAX: (855) 299-1664

August 16, 2024

Carolyn Spooner, Chair  
Bradford County Board of County Commissioners  
945 N. Temple Avenue  
Starke, FL 32091

Dear Ms. Spooner,

It is my honor to congratulate you as Bradford County has been selected to receive funding under the Community Planning Technical Assistance (CPTA) program through Florida Commerce. The grant was awarded by the Executive Office of the Governor in the amount of \$75,000.

Once again, congratulations on this outstanding achievement. It was a pleasure to work alongside you and your team to support projects in Florida's Third Congressional District.

It is an honor to serve as your representative in Congress. I look forward to working with you and the Bradford County team again soon.

For the Republic,



Kat Cammack  
Member of Congress  
Proudly Serving Florida's Third Congressional District

Cc: Scott Kornegay, County Manager

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: September 3, 2024

AGENDA ITEM Aquatic Plant Removal – Sampson Lake

DEPARTMENT: County Manager

PURPOSE: Quote for Aquatic Plant Removal at the Lake Sampson canal.

ASSOCIATED COST(S): \$8,000 (Bradford Soil and Water Conservation District has pledged \$2,000 toward the project along with assistance toward any permitting needed. Cost to Bradford County: **\$6,000**)

BUDGET LINE (G/L #): 001-01-511-31000-00 – Professional Services



☎ 352-816-4198  
 ✉ clraqauticsinc@gmail.com  
 🌐 www.clraqauticsinc.com  
 📍 855 W Hwy 318  
 Citra, FL 32113

**Bradford County Florida Aquatic  
Vegetation Removal Quote**

Description		Unit Price	Cost
Cut and shred vegetation blocking canal	1	\$ 8,000.00	\$ 8,000.00
		Subtotal	\$ 8,000.00
			\$ 0.00
		Total	\$ 8,000.00

This quote will cover mobilization, demobilization, and the shredding of work site visited today (8/29/24) to restore optimal flow from lake into canal that leads to water control pipes. If DEP, Army Corp, or FWC permits are required we can assist if needed but feel it likely easier and faster for county to get them themselves. The Army Corp or DEP permit isn't likely needed unless the substrate will be disturbed and that isn't necessary to clear vegetation for desired results. We do feel FWC permit will be required. Thanks for considering our company in this matter and we look forward to working with you in the future.

**CJ Catterton**

Sign: *CJ Catterton*

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