

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

MAY 6, 2019

9:30 AM

BRADFORD COUNTY COURTHOUSE

945 North Temple Avenue

Starke, Florida 32091

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AGENDA

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Meeting Called to Order by Chairman Frank Durrance

1. Public Hearing for Road Closure – Will Sexton, County Attorney

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CLOSING AND ABANDONING THAT PORTION OF SOUTHEAST 20TH AVENUE WHICH RUNS ACROSS AND THROUGH PARCELS 06055-0-00100, 06055-0-00000 AND 06054-0-00000; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

2. Public Comments:

- Three (3) minutes per speaker;
- Complete and turn in a public comment card to speak;
- State your name and address into the record before speaking;
- Do not speak from the audience;
- Address your questions to the Board, not county staff;
- Refrain from demands for an immediate board response;
- No boisterous behavior; and
- No personal, impertinent or slanderous remarks.

3. Consent Agenda:

- A. BOCC meeting minutes – 4/1/19.
- B. BOCC meeting minutes – 4/4/19.
- C. Consider approval of a Contract Agreement with Suburban Carpet Cleaners, Inc. for floor care services (BOCC awarded bid on 12-03-18).
- D. Application to amend Section 4.14.2 of the Land Development Regulations to delete automotive self service station as a permitted principal use and structure within “CG” Commercial General.
- E. Certification of Florida Housing Finance Corporation (retroactively approved by Chairman Frank Durrance on 4/29/19).
- F. Inventory Asset List.

4. Approve Payment of Bills – Commissioner Kenny Thompson

5. County Attorney's Reports – Will Sexton.

- A. Florida Job Growth Infrastructure Grant Agreement between Bradford County and the State of Florida Department of Economic Opportunity for construction of an access road to the Keystone Heights Airport and enhancement of broadband through installation of fiber optic (grant proposal was approved by the BOCC on 9/5/17).
- B. John Deere Financial Lease Agreement for one (1) John Deere 644K Wheel Loader w/ 4 in' 1 MP Bucket (total cost - \$221,850.00), and one (1) John Deere 644K Wheel Loader (total cost - \$209,760.00). Total Annual Cost - \$53,585.00. (Lease proposal approved by BOCC on 2/4/19).
- C. Report on Complaint for Injunctive and Declaratory Relief filed by Joel Price alleging violations of Americans with Disabilities Act with respect to Bradford County's website and request to retain the services of Bell & Roper, P.A. to represent Bradford County in this matter.
- D. Direction to staff regarding negotiation related to the required updates to Interlocal Agreements with Starke, Lawtey, Hampton and Brooker for the distribution of Local Option Fuel Tax (1-5 Cent and 1-6 Cent) proceeds.

6. Sheriff's Reports – Gordon Smith.

- A. Consider retroactive approval (approved by Chairman Frank Durrance on 4/15/19) of a RIVER Cost Share Program Application - Water Oak Creek Flood Abatement Project within New River, through Suwannee River Water Management District. Total estimated project cost - \$1,350,000.00 (no county match required).
- B. Consider retroactive approval (approved by Chairman Frank Durrance on 4/15/19) of a RIVER Cost Share Program Application – Alligator Creek Water Quality Improvement Project, through Suwannee River Water Management District. Total estimated project cost - \$150,000.00 (no county match required).
- C. National Correctional Professionals Week.

7. Clerk's Reports– Ray Norman.

- A. Information Technology Department Presentation.

8. County Manager's Reports – Brad Carter

- A. Consider approval of a Lease/Purchase Proposal from National Cooperative Leasing (Maudlin International Truck and Trailer) to purchase two (2) 2020 International HV607 Roll Off Garbage Trucks in the amount of \$324,745.40 – Annual Cost of \$64,948.88 for five years – Bennie Jackson.



- B. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE – Kelly Canady, Community Development Director.
- C. Bid award recommendation on SHIP Demo/Replacement File 2017-8-S to Florida Homes, Inc. in the amount of \$74,475.00 – Kelly Canady, Community Development Director.
- D. Consider approval of a Construction Agreement with Florida Homes, Inc. in the amount of \$74,475.00 on SHIP Demo/Replacement File 2017-8-S – Kelly Canady, Community Development Director.
- E. SHIP Rehab File 2017-4-S change order 1 from M & R Construction to increase construction funds in the amount of \$6,013.92 – Kelly Canady, Community Development Director.
- F. SHIP Local Housing Assistance Plan Update – Kelly Canady, Community Development Director.
- G. 2020 Census Complete County Committee update.
- H. Provide dates to meet for a joint workshop between the County/City Commission Boards in June – August, 2019.
- I. Request permission to advertise for Request for Qualifications (RFQ) for Engineering, Surveying and Architectural services.

9. Chairman Comments.

10. Commissioners 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

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DATE: May 6, 2019

AGENDA ITEM 1 :

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CLOSING AND ABANDONING THAT PORTION OF SOUTHEAST 20TH AVENUE WHICH RUNS ACROSS AND THROUGH PARCELS 06055-0-00100, 06055-0-00000 AND 06054-0-00000; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

PURPOSE/DESCRIPTION:

Bradford County received a request to close and abandon a portion of S.E. 20th Avenue which crosses three parcels and which dead-ends into Bradford County's boat ramp on Lake Santa Fe.

The request was made by the owners of two of the three affected property owners, Rosellen and Earl Hatch and Markus and Virginia Dietrich. The third property owner, Patricia Sayles, opposes the request.

This matter has been the subject of litigation involving the three property owners and Bradford County since 2017. First as Bradford County Case Number 04-2017CA-0340 and currently as Bradford County Case Number 04-2018-CA-0333.

In November of 2018, the Board approved the closure and abandonment of S.E. 20th Avenue, contingent upon the development of a driveway for Ms. Sayles. That has not yet occurred which has necessitated that the matter be brought back to the Board for further direction.

ASSOCIATED REVENUE: N/A

RESOLUTION 2019 - \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CLOSING AND ABANDONING THAT PORTION OF SOUTHEAST 20TH AVENUE WHICH RUNS ACROSS AND THROUGH PARCELS 06055-0-00100, 06055-0-00000 AND 06054-0-00000; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the Board of County Commissioners of Bradford County, Florida received a request from Rosellen and Earl R. Hatch, Jr. and Markus K. and Virginia C. Dietrich to close and abandon a short portion of the roadway known as S.E. 20th Avenue which runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida is granted the authority, pursuant to Section 336.09, *Florida Statutes*, to close and abandon public streets and roadways; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida now desires to close and abandon the aforementioned roadway pursuant to that authority; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, at a public hearing held May 6, 2019 and noticed in accordance with the requirements of Section 336.09, *Florida Statutes*, considered the aforementioned request for the closure and abandonment of a short portion of the roadway known as S.E. 20th Avenue exists and runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, at said public hearing, heard public comment(s) from all interested parties with respect to its consideration of the request made by Rosellen and Earl R. Hatch, Jr. and Markus K and Virginia C. Dietrich to close and abandon a short portion of the roadway known as S.E. 20th Avenue exists and runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida; and



WHEREAS, the Board of County Commissioners of Bradford County, Florida, for the reasons outlined at said public hearing, determines that the closure and abandonment of a short portion of the roadway known as S.E. 20th Avenue exists and runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida, including the resulting termination of all easement and right-of-way in favor of the public as well as the resulting conveyance of fee ownership in said property to the adjoining property owners, is just, proper and appropriate under the existing facts and circumstances; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the adoption of this resolution and the closing and abandoning of a short portion of the roadway known as S.E. 20th Avenue exists and runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida, based upon the request by Rosellen and Earl R. Hatch, Jr. and Markus K. and Virginia C. Dietrich and pursuant to Chapter 336, *Florida Statutes*, is in the best interest of Bradford County, Florida and its citizens.

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

Section 1.                    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 closing and abandoning a short portion of the roadway known as S.E. 20th Avenue which runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida and is adopted pursuant to the authority granted by and requirement of Chapter 125 and Section 336.09, *Florida Statutes*, respectively.

Section 3.                    Closure and Abandonment of Roadway.

The Board of County Commissioners of Bradford County, Florida, upon due consideration and having heard public comment from all interested parties at a public hearing held May 6, 2019 and advertised in accordance with Florida law, closes and abandons a short portion of the roadway known as S.E. 20th Avenue which runs across and through Parcels 06055-0-00100,06055-0-00000 and 06054-0-00000 in Bradford County, Florida and which is depicted on the sketch which is attached hereto and incorporated herein by reference.

Section 4.                    Direction to Staff.

A.        Staff is directed to take any and all necessary steps to ensure that the intent of the Board of County Commissioners of Bradford County, Florida, as expressed in this resolution, is effectuated and implemented.

B.        Staff is further and specifically directed to prepare, submit and have published in a newspaper of general circulation in Bradford County, Florida not less than one time and not less than thirty (30) days following the adoption of this resolution a notice of adoption of this resolution.

C.        Staff is further and specifically directed to record in the deed records of Bradford County, Florida a (1) the Proof of Publication of the Notice of Public Hearing for the public hearing at which the Board of County Commissioners of Bradford County, Florida considered this resolution; (2) this resolution; and (3) the Proof of Publication of the Notice of Adoption of this resolution.

Section 5.                    Effective Date of Resolution.

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

*The remainder of this page intentionally left blank.*

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 6th day of May 2019.

BOARD OF COUNTY COMMISSIONERS OF  
BRADFORD COUNTY, FLORIDA

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By: FRANK DURRANCE, as its  
Chairman

ATTEST:

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By: RAY NORMAN, as  
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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By: WILLIAM E. SEXTON, as  
County Attorney



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019  
AGENDA ITEM: 3(A) Minutes of BoCC 04-01-19 Regular Meeting  
DEPARTMENT: Clerk to the Board  
PURPOSE: Official Meeting Minutes  
ASSOCIATED COST(S): N/A  
BUDGET LINE (G/L #): N/A

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Approve items as part of the Consent Agenda.

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AGENDA ITEM APPROVAL

CLERK OF COURTS: *by Marlene Stafford, Deputy Clerk* DATE: 4-25-19

COUNTY ATTORNEY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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**BOARD OF COUNTY COMMISSIONERS  
MEETING MINUTES**

Monday, April 1, 2019  
County Commission Chambers  
945 North Temple Avenue  
Starke, FL 32091

Regular Meeting and Workshop on Road Department  
9:30 a.m.



**PRESENT:** Commissioner District 5 Chairman Frank Durrance  
Commissioner District 3 Vice-Chairman Chris Dougherty  
Commissioner District 1 Commissioner Ross Chandler  
Commissioner District 2 Commissioner Kenny Thompson  
Commissioner District 4 Commissioner Danny Riddick

**ALSO PRESENT:** Brad Carter, County Manager; Rachel Rhoden, Deputy County Manager; Will Sexton, County Attorney; Ray Norman, Clerk of Courts; Jim Farrell, Finance Director; Marlene Stafford, Deputy Clerk; Mark Crawford, Press; Jerome Kelley, County Engineer; Dean Bennett, Facility Maintenance Director; Chip Ware, Fire Chief; Kelly Canady, Community Development Director; Bennie Jackson, Solid Waste and Mosquito Control Director; Pam Whittle, Chamber President; Lt. Ray Shuford; Robert Perone, Library Director; Tammy Still, Legislative Aide; Allen Parrish, Emergency Medical Services Director; Jason Dodds, Road Superintendent; Rod Crawford, Building Official; Sheriff Smith; Scott Koons, NCFRPC Director.

**CALL TO ORDER:** Chairman Durrance called the meeting to order at 9:30 a.m.

**1. PUBLIC COMMENTS ([Forms](#)):**

Chairman Durrance recognized the following individuals who presented comments on the subject matter(s) noted:

**Kathy Still:**

- Procedures for public comments.
- Cypress Run boat ramp project.
- The number of emergency items considered by the Board.

**Carol Mosley ([Written Statement](#)):** Onsite Environmental Consultants (OEC) and HPS.

**Paul Still:**

- Procedures for public comments.
- Cypress Run boat ramp grant.



**2. CONSENT AGENDA**

- A. CAREERSOURCE NORTH CENTRAL FLORIDA RENEWAL APPLICATION FOR COMMISSIONER ROSS CHANDLER**
- B. CDBG SATISFACTION OF MORTGAGE (Mack)**
- C. CDBG SATISFACTION OF MORTGAGE (Starling)**
- D. MINUTES OF 03-04-19 REGULAR MEETING**
- E. CONTRACT SERVICES WITH PRESTIGE ELECTRIC, INC. (low quote) FOR INSPECTION, MAINTENANCE AND REPAIRS OF THE LIBRARY FIRE ALARM SYSTEM - \$1,360.00**
- F. CONTRACT SERVICES WITH PRESTIGE ELECTRIC, INC. (low quote) FOR INSPECTION, MAINTENANCE AND REPAIR OF THE LAWTEY FIRE STATION FIRE ALARM SYSTEM - \$1,360.00**
- G. APPROVE LETTER TO SCOTT KOONS, EXECUTIVE DIRECTOR, NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, REGARDING DRAFT AMENDMENT TO SECTION 14.6, LAND DEVELOPMENT REGULATIONS FOR BRADFORD COUNTY, FLORIDA.**

*Commissioner Chandler moved, seconded by Vice-Chairman Dougherty, and **carried 5-0, to approve the [Consent Agenda](#).***

**3. PAYMENT OF BILLS—Commissioner Chandler:**

*Commissioner Chandler moved, seconded by Commissioner Thompson, and **carried 5-0, to approve payment of the bills.*** (The Distribution List is on file in the Finance Department of the Office of the Clerk of Courts.)

**4. PROCLAMATION—Proclaiming May 7, 2019 as North Central Florida Regional Planning Council Day—Scott Koons, Executive Director:**

**ASSOCIATED COST: N/A**  
**RECOMMENDED MOTION: Approve proclamation as read into the record.**

Chairman Durrance recognized Mr. Koons, who announced the Council's 50<sup>th</sup> Anniversary and gave a [PowerPoint presentation](#) in review of the past 50 years.

Responding to inquiry by Vice-Chairman Dougherty, Mr. Koons stated that FDOT currently has underway a two-year study with a consultant reviewing a process that although not mandated, is provided for in federal legislation to establish rural planning transportation organizations that will give rural commissions the same seat at the table that urban counties have in developing priorities and projects with FDOT. The Council is actively engaged in this process and will keep the county informed.

Mr. Sexton read the proclamation into the record.

*Commissioner Riddick moved, seconded by Commissioner Chandler, and **carried 5-0, to accept [the proclamation](#) as read.***



**5. CONSIDER APPROVAL OF A TOURIST DEVELOPMENT COUNCIL GRANT FOR RURAL DAY SPONSORSHIPS TO ADVERTISE AND PROMOTE BRADFORD COUNTY AND MUNICIPALITIES DURING THE RURAL DAY EVENT ON APRIL 17, 2019. TOTAL AMOUNT - \$3,000.00 (City - \$1,500.00 and County - \$1,500.00)—Pam Whittle, Chamber President**

**ASSOCIATED COST:** Two (2) sponsorships at \$1,500.00 ea. – Total \$3,000.00

**RECOMMENDED ACTION:** None.

Chairman Durrance recognized Ms. Whittle, who presented the grant request for consideration.

*Vice-Chairman Dougherty moved, seconded by Commissioner Thompson, and **carried 5-0, to approve the request.***

**6. REQUEST TO MAKE UPGRADES TO THE GOVERNOR CHARLEY E. JOHNS CONFERENCE CENTER USING FUNDS FROM A “SINKING FUND” ACCOUNT IN THE COUNTY BUDGET (G/L account 002-101003, YTD account balance of \$16,669.88)—Pam Whittle, Chamber President:**

Ms. Whittle advised that when the county purchased the Charley E. Johns Conference Center, the decision was made to set funds aside in a Sinking Fund to cover six months' worth of payments. The mortgage for the Conference Center now being paid off, the TDC is requesting permission to use those funds to make needed repairs and to make the building ADA compliant. County resources and manpower will be utilized as much as possible.

Clerk Norman presented comments.

*Vice-Chairman Dougherty moved, seconded by Commissioner Riddick, and **carried 5-0, to approve the request.***

**7. COUNTY ATTORNEY REPORTS—Will Sexton:**

Reminded the Board of the Private Attorney/Client meeting:

**NOTICE:** pursuant to the requirements of Section 286.011, *Florida Statutes* – regarding the conduct of a closed, attorney-client meeting to discuss pending litigation to which the Board of County Commissioners is presently a party before the Circuit Court of the Eighth Judicial Circuit in and for Bradford County, Florida. The closed, attorney-client meeting shall take place on April 1, 2019 prior to the conclusion of the regular-scheduled meeting and shall last approximately 30 minutes. Present for the meeting will be the Board of County Commissioners, the County Manager and the County Attorney.

**8. SHERIFF REPORTS—Sheriff Smith:**

**A. RESOLUTION—Confirming a Proclamation of a Local State of Emergency  
(March 27-April 2)**

Lt. Shuford presented the resolution for consideration.

*Vice-Chairman Dougherty moved, seconded by Commissioner Chandler, and **carried 5-0, to adopt the resolution.** ([Resolution No. 2019-20.](#))*

Lt. Shuford reported that the Three Pipes project is scheduled to begin today. The water levels are being monitored closely. Although the levels are low, they have not reached the “dangerously low” level.

**9. CLERK REPORTS—Clerk Norman: None.**

**10. COUNTY MANAGER REPORTS—Brad Carter: None.**

**11. COMMISSIONERS’ COMMENTS:**

**Commissioner Riddick:**

- SE 49<sup>th</sup> Fog Seal project is scheduled for this Wednesday.

**Vice-Chairman Dougherty:**

- The need for the construction of a sidewalk in the Pleasant Grove Community.

**12. CHAIRMAN COMMENTS—Chairman Durrance:**

At 10:18 a.m., Chairman Durrance asked everyone except “required” participants of the Private Attorney/Client Meeting to exit the Commission Chambers.

The Private Attorney/Client meeting concluded at approximately 11:00 a.m.

**ADJOURN:** There being no further business, the regular meeting adjourned at 11:03 a.m.



**WORKSHOP – ROAD DEPARTMENT  
MONDAY, APRIL 1, 2019  
11:09 a.m.**

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**PRESENT:** Commissioner District 5 Chairman Frank Durrance  
Commissioner District 3 Vice-Chairman Chris Dougherty  
Commissioner District 1 Commissioner Ross Chandler  
Commissioner District 2 Commissioner Kenny Thompson  
Commissioner District 4 Commissioner Danny Riddick

**ALSO PRESENT:** Brad Carter, County Manager; Rachel Rhoden, Deputy County Manager; Will Sexton, County Attorney; Ray Norman, Clerk of Courts; Jim Farrell, Finance Director; Marlene Stafford, Deputy Clerk; Dean Bennett, Facility Maintenance Director; Mark Crawford, Press; Jerome Kelley, County Engineer; and Jason Dodds, Road Superintendent.

**CALL TO ORDER:** Chairman Durrance called the workshop to order at 11:09 a.m.

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**DISCUSS UTILIZATION OF THE NINTH CENT GAS TAX AND 1-5 CENT GAS TAX**

- **Chip Seal of Roads and Schedule**

Commissioner Riddick and Vice-Chairman Dougherty presented recommendations regarding the development of a road priority plan and potential uses for the gas taxes.

Clerk Norman presented comments regarding the timetable for receipt of the gas tax revenue from the state and how the revenues would be allocated within the budget.

Chairman Durrance presented comments, specifically recommending letting the tax revenue build up through September. This would give Mr. Dodds time to develop a needs/cost assessment for roads.

Vice-Chairman Dougherty added that the Commission should create a list of roads for Mr. Dodds and Mr. Kelley to assess, prioritize and to create a county-wide priority list/plan based on their expert assessment. Barring an emergency, the plan should be adhered to and be made available to the public.

In response to query by Vice-Chairman Dougherty, Mr. Dodds addressed staffing issues: The Road Department is down by seven employees. He believes they can maintain operations by filling four of those positions.



**DISCUSS ROTATION SCHEDULE THROUGHOUT DISTRICTS**

(Discussed above.)

**DISCUSS ROUTINE VEHICLE AND EQUIPMENT MAINTENANCE/INSPECTION SCHEDULE**

- **Discuss revising the Road Department mechanic's work schedule to allow maintenance/inspection of equipment and vehicles on Fridays.**

Replying to Chairman Durrance, Mr. Dodds responded that this is already taking place. In addition, all of the small engine repairs will be sent to DOC. The county will supply the parts and inmates will make the repairs. This saves the need for an additional mechanic. He is negotiating with DOC for a heavy equipment mechanic to come to the Road Department on a daily basis to take care of the larger equipment.

**DISCUSS A MONTHLY REPORT OF ROAD DEPARTMENT ACTIVITY**

The Commission expressed appreciation for and approval of the report for March's activities provided to them by Mr. Dodds via email.

**DISCUSS A PAVEMENT EVALUATION SYSTEM ON COUNTY ROADS. IDENTIFY PRIORITIES.**

(This item was discussed earlier in the workshop.)

Vice-Chairman Dougherty reported that recently he and county staff, along with Clerk Norman, met with a representative of FACERS (Florida Association of Counties Engineers and Road Superintendents), who made a very informative presentation explaining the purpose of a Pavement and Management Evaluation System. In his opinion, with the expertise of Mr. Kelley and Mr. Dodds, the county is currently in the position to evaluate the road system without having to depend on external resources.

**DISCUSS UTILIZATION OF PLASTIC PIPES IN CONJUNCTION WITH METAL PIPES OR AS A SOLE PRODUCE USE.**

- **Discuss citizen requests for culverts**

Vice-Chairman Dougherty presented comments.

Mr. Dodds stated that there is a meeting with ADS (Advanced Drainage Systems) following the workshop and they will be better informed about plastic pipes. Plastic pipes are on the FDOT approved materials list.

Mr. Sexton stated that use of plastic pipes would require a minor amendment to the County's Land Development Regulations as the definition of a culvert in the Regulations uses the word "metal".

Discussion was not limited to but included:

- Cost and benefit of plastic versus metal.
- Mr. Dodds to have the discretion of whether to use metal or plastic pipes, based on each situation.

### **DISCUSS TRAINING STAFF ON BUILDING SIDEWALKS AND INSTALLING MITERED END CULVERTS**

Discussion was not limited to but included:

- Reducing the extent of damage to culverts by employees.
- Providing training in-house.
- Staffing needs for additional work.
- Mitered ends with concrete.
- Safety of mitered end culverts.

### **DISCUSS INSPECTION OF CULVERTS WHEN IN THE FIELD PERFORMING ROUTINE MAINTENANCE**

Mr. Dodds stated that he has covered this topic with the employees.

Vice-Chairman Dougherty commended Mr. Dodds for his diligence in keeping track of staff time on individual projects, which will be helpful in planning future projects and the budget process.

### **DIRECTIVES:**

- Defer using gas tax revenue to accumulate a sufficient balance.
- Develop a road priority plan. Within the next 30 days, each Commissioner to provide Mr. Dodds and Mr. Kelley a list of roads for their review and assessment in developing a plan. The list should include milled, chip seal, paved and graded roads.

At the request of Mr. Dodds, there was additional discussion regarding culverts. The discussion was not limited to but included.

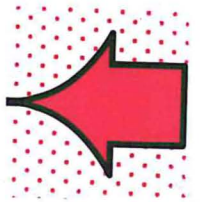
- Cost of culverts (including installation) and the likelihood of increasing the prices to recoup expenses.
- Eliminating the term "replacement" culverts and classifying all installations as "new installations".

(04-01-19 Regular Meeting & Workshop-Road Dept.)

**ADJOURN:** There being no further business, the workshop adjourned at 11:57 a.m.

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

\_\_\_\_\_  
**FRANK DURRANCE, CHAIRMAN**



**ATTEST:** \_\_\_\_\_  
**RAY NORMAN, CLERK TO THE BOARD**

Minutes prepared by Marlene Stafford, Deputy Clerk  
**Minutes approved by BOCC at the Regular Scheduled Meeting of** \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019  
AGENDA ITEM: 3(B) Minutes of BoCC 04-04-19 Workshop w/City of Starke  
DEPARTMENT: Clerk to the Board  
PURPOSE: Official Meeting Minutes  
ASSOCIATED COST(S): N/A  
BUDGET LINE (G/L #): N/A

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Approve items as part of the Consent Agenda.

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AGENDA ITEM APPROVAL

CLERK OF COURTS: By: Malene Stafford, Deputy Clerk DATE: 4-25-19  
COUNTY ATTORNEY: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

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**BOARD OF COUNTY COMMISSIONERS  
MEETING MINUTES**

April 4, 2019  
County Commission Chambers  
945 North Temple Avenue  
Starke, FL 32091  
Joint Workshop with City of Starke Commission  
6:30 p.m.



**PRESENT:** Commissioner District 5 Chairman Frank Durrance  
Commissioner District 3 Vice-Chairman Chris Dougherty  
Commissioner District 1 Commissioner Ross Chandler  
Commissioner District 2 Commissioner Kenny Thompson  
Commissioner District 4 Commissioner Danny Riddick

**ALSO PRESENT:** Brad Carter, County Manager; Rachel Rhoden, Deputy County Manager; Will Sexton, County Attorney; Ray Norman, Clerk of Courts; Marlene Stafford, Deputy Clerk; Jim Farrell, Finance Director; Mark Crawford, Press; Major Smith; Allen Parrish, Emergency Medical Services Director; Sheriff Smith; Chip Ware, Fire Chief; and Lt. Shuford.

**Present for the City of Starke:** Commissioner Mortimer, Mayor Nugent; Commissioner Chastain; Commissioner Smith; Ricky Thompson, City Clerk; Bob Milner, City Manager; Gary Wise, Fire Chief; Clay Martin, City Attorney; Scott Anaheim, Utility Operations Director.

**CALL TO ORDER:**

Chairman Durrance called the Workshop to order at 6:30 p.m.

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**1. WELCOME – Chairman Durrance**

**2. COUNTY DISCUSSION ITEMS:**

**A. Code Enforcement**

Vice-Chairman Dougherty presented comments specifically addressing areas in the community that are unsightly. He complimented the city for taking steps to deal with code enforcement violations.

Mr. Milner presented comments concerning the city's dilemmas regarding code enforcement. He reported that the city's code enforcement ordinance is being revised for compliance with state statutes. Once that process is complete, they will begin enforcing violations.

Vice-Chairman Dougherty deviated from the agenda to present comments regarding the newly imposed gas taxes of which the city will receive its share of the revenues. He briefly explained the county's plans moving forward.

Mayor Nugent stated that road work in the city is particularly challenging right now as the task of replacing water/sewer lines must be addressed before street/road work.

There was brief discussion concerning various problematic city roads. Mr. Milner presented comments referencing scheduled projects and future goals.

## **B. Public Safety**

Discussion was not limited to but included:

- The possibility of **consolidation of services** or an exchange of services, i.e. the county handling law enforcement and the city handling fire services.
  - Putting the option of the county handling city law enforcement on a ballot for the people to decide.
  - Fire staff from both the county and the city conducting research to attain financial/budgetary data, organization, and staffing requirements related to consolidation. Based on the results of the research, developing a plan for fire services while still utilizing volunteers.
  - Chief Johnson and Sheriff Smith to meet to do the same for law enforcement as stated above for fire services.
- The latest stats for EMS: 42% of calls were within the city limits and \$498,000.00 worth of uncollected accounts.
- Requirements and cost to become certified fire fighters.
- Stipend for volunteers and community support.
- Current county fire services system.
- Having an appealing environment for potential volunteers.

Vice-Chairman Dougherty stated that he has asked Mr. Carter and Ms. Rhoden to create a survey with a variety of questions for the volunteers to fill out to get input and feedback. He would like to have the survey ready prior to the April 22 workshop.

## **3. CITY DISCUSSION ITEMS:**

### **A. Recreation**

Discussion was not limited to but included:

- The splash park.
- Baseball, softball and football fields (maintenance, lighting, etc.)(Thomas St., Edwards Road, Wainwright Park)
- The cost of recreation.
- Funding recreation.
- A full-time recreation specialist.
- County recreation parks (FRDAP grants)

Incited by a comment presented by Vice-Chairman Dougherty, there was brief discussion regarding reaching out to the Sports Management/Medicine Programs at the University of Florida or Santa Fe to see if they could offer any assistance, i.e. internships or volunteers.



- Recreational activities other than for the youth, such as Rails to Trails.
- Request for county contribution toward recreation (financially and assisting with regular maintenance).

## **B. Annexation**

Discussion was not limited to but included:

- The city's goals relating to annexation.
- The annexation process (voluntary versus involuntary).
- Building infrastructure and providing services for annexed areas.

Skipped to Item "F" below.

## **C. Expansion of Water/Sewer Lines Outside the Current City Limits** (Discussed in "B" above.)

## **D. Zoning for Highway Interchanges** (Discussed in "F" below.)

## **E. Water Pressure/Storage for Fairgrounds**

At the request of Commissioner Chastain, Mr. Scott Anaheim, Utility Operations Director for the City of Starke, presented comments concerning the inadequate water pressure at the fairgrounds and presented a proposal to resolve the problem and for construction of infrastructure to prepare for future growth. An engineer should be consulted to determine the actuals, but in his estimation, the project would require a minimum of \$100,000.00 from each commission.

Mr. Milner advised that he would confer with engineers, both the city's and the ones that he and Mr. Ware have been dealing with at the Fair Association.

Mr. Milner reiterated his earlier statement regarding businesses who have expressed a desire to come to Bradford County, increasing the need for water, sewer and gas.

## **F. Permission for Staff to Review Possible Joint RFQ for Firms Specializing in Economic Development**

At the request of Commissioner Chastain, Mr. Milner addressed this item. He explained that a number of cities and counties in Florida have formed partnerships to develop and advertise a combination RFQ to engineering/environmental firms who specialize in economic development. Putnam County has received over \$50 million in grants for water, sewer, fire, etc. There are businesses standing in line wanting to purchase property along the bypass. The city cannot afford to extend water and sewer to these areas.

At no cost to either Board, Mr. Milner requested permission to allow city and county staff, together with the respective attorneys, to review the prospect of a joint RFQ. He would aim to present the results in the next few months.

After brief discussion, both commissions approved Mr. Milner's request. (Mayor Nugent did not object, but stated that he would have the item placed on the next agenda for further discussion.)

Incited by a comment presented by Commissioner Riddick, there was some discussion regarding how restaurants located at the SR16 and SR100 interchanges of the bypass would affect the City of Starke.

Chairman Durrance and Vice-Chairman Dougherty presented comments regarding economic development.

**4. MISCELLANEOUS DISCUSSION ITEMS BY EITHER BOARD:** None.

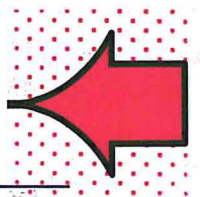
Lt. Shuford announced that beginning in August, the Army Corps of Engineers will be conducting a study (Sampson Lake Water Shed Basin Study) and working towards an up to \$10 million project for Alligator Creek and flooding issues within the City of Starke and in Bradford County. Mr. Milner expounded on the scope of the study/project.

After discussion, there was a consensus for each commission to provide dates they are not available in June and July. Staff will then schedule the workshop to begin at 6:00 p.m.

5. **PUBLIC COMMENTS:** Major Brad Smith expressed his appreciation to both boards for a productive meeting.

6. **ADJOURN:** There being no further business, the Workshop adjourned at 8:08 p.m.

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



**FRANK DURRANCE, Chairman**

**ATTEST:** \_\_\_\_\_  
**RAY NORMAN, Clerk to the Board**

Minutes prepared by Marlene Stafford, Deputy Clerk  
Minutes approved by BoCC at the Regular Meeting dated \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 3 (C) Contract Agreement with Suburban Carpet Cleaners, Inc. for floor care services (BOCC awarded bid on 12-03-18).

DEPARTMENT: County Manager's Office

PURPOSE: Floor cleaning services.

ASSOCIATED COST(S): Not to exceed \$17,943.00

BUDGET LINE (G/L #): 001-19-519-46200-00



# Suburban Carpet Cleaners Inc.

PO Box 608  
Starke, FL 32091

Phone: (904) 964-1800

Phone: (352) 478-2000

suburbancarpet@aol.com

Bradford County Commission  
PO Drawer B  
Starke, FL 32091

January 2019

To The Bradford County Commission:

Our company, Suburban Carpet Cleaners, Inc. will perform the following services listed on attachment for the 2019 annual Floor Cleaning contract. The contract term will be for 1 year from the time of execution. The contract may be auto renewed if both parties are in agreement of terms and services.

The prices for these services are also listed on attachment. The prices for services are per cleaning. Should you need any other information please call.

Thank You,

David M. Hamilton

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# SUBURBAN CARPET AWARDS

## BID TABULATION SHEET 1 of 4

### COURTHOUSE - 2ND FLOOR

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Hallways	GT - 1	Semi-Annually	2608	.55	1434.40
Public Women's Restroom	GT - 2	Semi-Annually	144	.35	50.40
Public Men's Restroom	GT - 2	Semi-Annually	144	.35	50.40
Courtroom 1	Carpet	Semi-Annually	1485	.18	267.30
Courtroom 2	Carpet	Semi-Annually	1485	.18	267.30
Courtroom 3	Carpet	Semi-Annually	646	.18	116.28
Administration	Carpet	At staff's discretion	1410	.18	253.80
County Judges Chambers	Carpet	At staff's discretion	1278	.18	230.04
Circuit Judges Chambers	Carpet	At staff's discretion	1468	.18	264.24

### COURTHOUSE - 1ST FLOOR

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Hallways	GT - 1	Semi-Annually	2448	.55	1346.40
Womens Public Restroom	GT - 2	Semi-Annually	132	.35	46.20
Mens Public Restroom	GT - 2	Semi-Annually	132	.35	46.20
Clerk of Court	Carpet	Semi-Annually	3000	.18	540.00
State Attorney	Carpet	Annually	3425	.18	616.50
Public Defender	Carpet	Annually	1350	.18	243.00
Stairwells	GT - 1	Semi-Annually	1104	.55	607.20



# SUBURBAN CARPET CLEANERS

## BID TABULATION SHEET 2 of 2

### COURTHOUSE - NORTH WING (A)

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Hallway	GT - 1	Annually	575	.55	316.25
Women's Public Restroom	GT - 2	Annually	120	.35	42.00
Men's Public Restroom	GT - 2	Annually	120	.35	42.00
Commission Meeting Room	Carpet	Annually	1500	.18	270.00
EMS Administration Office	Carpet	At staff's discretion	120	.18	21.60
State Representative Office	Carpet	At staff's discretion	228	.18	41.04
County Manager's Office	Carpet	At staff's discretion	731	.18	131.58

### COURTHOUSE - NORTH WING (B)

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Hallway	GT - 1	Annually	475	.55	261.25
Women's Public Restroom	GT - 2	Annually	120	.35	42.00
Men's Public Restroom	GT - 2	Annually	120	.35	42.00
Building/Zoning Offices	Carpet	At staff's discretion	682	.18	122.76
Supervisor of Elections	Carpet	At staff's discretion	1075	.18	193.50



# SUBURBAN CARPET QUANTITIES

## BID TABULATION SHEET 3 of 3

### COURTHOUSE - SOUTH WING

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Hallway	GT - 1	Semi-Annually	836	.55	459.80
Women's Public Restroom	GT - 2	Semi-Annually	42	.35	14.70
Men's Public Restroom	GT - 2	Semi-Annually	42	.35	14.70
Tax Collector	Carpet	Semi-Annually	1535	.18	279.90
	VCT	Semi-Annually	700	.50	350.00
Property Appraiser	Carpet	Semi-Annually	1500	.18	270.00

### COURTHOUSE - ANNEX

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Community Development Solid Waste V.A. Office	Carpet	Annually	637	.18	114.66
Guardian Ad Litem	Carpet	Annually	760	.18	136.80
Maintenance	Carpet	Annually	900	.18	162.00

# SUBURBAN CARPET QUANTITIES

## BID TABULATION SHEET 4 of 4

### BRADFORD COUNTY OFFICES

Location	Description	Schedule	Square Foot Total	Price Per Square Foot	Total Price
Library	Carpet	Semi-Annually	7500	.18	\$1350.00
Senior Center	GT - 1	Semi-Annually	3400	.55	\$1870.00
Ag/Extension Office	WVF	At staff's discretion	4440	.35	\$1554.00
EMS Station 6	VCT	Annually	2125	.50	\$1062.50
Conference Center	Carpet	Semi-Annually	7650	.18	\$1377.00
	GT - 1	Semi-Annually	795	.55	\$437.25
Road Department	VCT	Semi-Annually	1170	.50	\$585.00

### TOTAL BID BASE

Description			Square Foot Grand Total	Price Per Square Foot	GRAND TOTAL
	blank	blank			
Carpet	blank	blank	40385	.18	\$7269.30
GT - 1	blank	blank	12241	.55	\$6732.55
GT - 2	blank	blank	1116	.35	\$390.60
VCT	blank	blank	3995	.50	\$1997.50
VWF	blank	blank	4440	.35	\$1554.00



## FLOOR CLEANING SCHEDULE

All floor cleaning services MUST be pre-scheduled with the County Manager's Office prior to floor cleaning.

NOTE: Flexibility is required due to the nature of business.

### COURTHOUSE – 2<sup>ND</sup> FLOOR -- 945 NORTH TEMPLE AVENUE, STARKE, FL

All floor cleaning services for *COURTHOUSE – 2<sup>ND</sup> FLOOR* must be completed on weekends during the months outlined below.

Location	Cleaning Schedule	Cleaning Month(s)
Hallway	Semi-Annually	October April
Public Women's Restrooms	Semi-Annually	October April
Public Men's Restrooms	Semi-Annually	October April
Courtroom 1	Semi-Annually	October April
Courtroom 2	Semi-Annually	October April
Courtroom 3	Semi-Annually	October April
Administration	At Staff's Discretion	At Staff's Discretion
County Judges Chambers	At Staff's Discretion	At Staff's Discretion
Circuit Judges Chambers	At Staff's Discretion	At Staff's Discretion

### COURTHOUSE – 1<sup>ST</sup> FLOOR -- 945 NORTH TEMPLE AVENUE, STARKE, FL

All floor cleaning services for *COURTHOUSE – 1<sup>ST</sup> FLOOR* must be completed on weekends during the months outlined below.

Location	Cleaning Schedule	Cleaning Month(s)
Hallway	Semi-Annually	August February
Public Women's Restrooms	Semi-Annually	August February
Public Men's Restrooms	Semi-Annually	August February
Clerk of Court	Semi-Annually	August February
State Attorney	Annually	February
Public Defender	Annually	February
Stairwells	Semi-Annually	August February



## FLOOR CLEANING SCHEDULE

All floor cleaning services MUST be pre-scheduled with the County Manager's Office prior to floor cleaning.

NOTE: Flexibility is required due to the nature of business.

### COURTHOUSE – NORTH WING (A) -- 945 NORTH TEMPLE AVENUE, STARKE, FL

All floor cleaning services for *COURTHOUSE – NORTH WING (A)* must be completed on weekends during the months outlined below.

Location	Cleaning Schedule	Cleaning Month(s)
Hallway	Annually	November
Public Women's Restrooms	Annually	November
Public Men's Restrooms	Annually	November
Commission Meeting Room	Annually	November
EMS Administration Office	At Staff's Discretion	At Staff's Discretion
State Representatives Office	At Staff's Discretion	At Staff's Discretion
County Manager's Office	At Staff's Discretion	At Staff's Discretion

### COURTHOUSE – NORTH WING (B) -- 945 NORTH TEMPLE AVENUE, STARKE, FL

All floor cleaning services for *COURTHOUSE – NORTH WING (B)* must be completed on weekends during the months outlined below.

Location	Cleaning Schedule	Cleaning Month(s)
Hallway	Annually	January
Public Women's Restrooms	Annually	January
Public Men's Restrooms	Annually	January
Building/Zoning Offices	At Staff's Discretion	At Staff's Discretion
Supervisor of Elections	At Staff's Discretion	At Staff's Discretion

### COURTHOUSE – SOUTH WING -- 945 NORTH TEMPLE AVENUE, STARKE, FL

All floor cleaning services for *COURTHOUSE – SOUTH WING* must be completed on weekends during the months outlined below.

Location	Cleaning Schedule	Cleaning Month(s)
Hallway	Annually	September
Public Women's Restrooms	Annually	September
Public Men's Restrooms	Annually	September
Tax Collector	Semi-Annually	September March
Property Appraiser	Semi-Annually	September March

**FLOOR CLEANING SCHEDULE**

All floor cleaning services MUST be pre-scheduled with the County Manager’s Office prior to floor cleaning.

NOTE: Flexibility is required due to the nature of business.

**BRADFORD COUNTY ANNEX**

All floor cleaning services for offices located in the *BRADFORD COUNTY ANNEX* must be completed on weekends during the months outlined below.

Community Development Solid Waste Veterans Service Office 925 N. Temple Ave., Suite E, Starke, FL	Annually	July
Guardian Ad Litem 925 N. Temple Ave., Suite B, Starke, FL	Annually	July
Maintenance 925 N. Temple Ave., Suite C, Starke, FL	Annually	July

**BRADFORD COUNTY OFFICES**

All floor cleaning services for the following *BRADFORD COUNTY OFFICES* must be completed on weekends during the months outlined below.

Location	Cleaning Schedule	Cleaning Month(s)
Library 456 W. Pratt St., Starke	Semi-Annually	September March
Senior Center 1805 N. Temple Ave., Starke	Semi-Annually	June December
Ag/Extension Office 2266 N. Temple Ave., Starke	At Staff’s Discretion	At Staff’s Discretion

**BRADFORD COUNTY EMERGENCY MEDICAL SERVICES (EMS) Station 6 - - 945-C NORTH TEMPLE AVENUE, STARKE, FL**

All floor cleaning services for *BRADFORD COUNTY EMS* will be coordinated through the Bradford County Manager’s Office due to the operation of this facility being 24/7.

Cleaning Schedule	Cleaning Month(s)
At Staff’s Discretion	At Staff’s Discretion

## FLOOR CLEANING SCHEDULE

All floor cleaning services MUST be pre-scheduled with the County Manager's Office prior to floor cleaning.

NOTE: Flexibility is required due to the nature of business.

### BRADFORD COUNTY GOVERNOR CHARLEY E. JOHNS CONFERENCE CENTER - - 1610 NORTH TEMPLE AVENUE, STARKE, FL

All floor cleaning services for *BRADFORD COUNTY GOVERNOR CHARLEY E. JOHNS CONFERENCE CENTER* will be coordinated through the Office of the County Manager.

Cleaning Schedule	Cleaning Month(s)
Semi-Annually	At Staff's Discretion

### BRADFORD COUNTY ROAD DEPARTMENT - - 812-B NORTH GRAND STREET, STARKE, FL

All floor cleaning services for *BRADFORD COUNTY ROAD DEPARTMENT* must be completed Fridays.

Cleaning Schedule	Cleaning Month(s)
Semi-Annually	June December



## FLOOR CARE INSTRUCTIONS

For all floor care – the Contractor shall move furniture in order to clean floor area. Note: This excludes built-ins, desks and electronics.

### ***Vinyl Composition tile (VCT)***

*Strip and Wax (Waxable Floors)* - removes soil and floor finish from a floor by agitating a cleaning solution with a power scrubber. Floor is rinsed with clear water to remove residue. Four (4) thin even coats of floor finish are applied to floor (cleaning solution cannot be splashed on baseboards or furniture). Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishing with the floor machine.

### ***Grout and Tile (GT)***

*Scrub (Non-Waxable Floors)* - removes soil from floor by agitating a cleaning solution with a power scrubber. Floor is rinsed with clear water to remove any residue (cleaning solution cannot be splashed on baseboards and furniture). Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishing with the floor machine.

*Strip and Wax (Waxable Floors)* -- removes soil and floor finish from a floor by agitating a cleaning solution with a power scrubber. Floor is rinsed with clear water to remove residue. Four (4) thin even coats of floor finish are applied to floor (cleaning solution cannot be splashed on baseboards or furniture). Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishing with the floor machine.

Areas marked GT-1 – will be stripped and waxed

Areas marked GT-2 – will be scrubbed (no wax)

### ***Vinyl Wood Flooring (VWF)***

*Scrub and Wax (Waxable Floors)* - removes soil and floor finish by agitating a cleaning solution with a power scrubber (cleaning solution cannot be splashed on baseboards or furniture). Floor is rinsed with clear water to remove residue. One (1) thin even coat of floor finish is applied to floor. Furniture returned to original position. Finished or refinished floors shall present a uniform shine and shall not have buildups or finish along edges or in corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishing with the floor machine.

## FLOOR CARE INSTRUCTIONS

For all floor care – the Contractor shall move furniture in order to clean floor area. Note: This excludes built-ins, desks and electronics.

### ***Carpet Care***

***Carpet Cleaning*** – Pre-vacuum carpets by removing all excessive dry soil. High traffic areas and spots are to be pretreated for more effective soil and spot removal. A steam cleaning (hot water extraction) method, involving an application of a cleaning agent on soiled surfaces, agitation of carpet with brush and followed by rinsing, will be used on carpets. Carpet cleaning should meet or exceed IICRC S-001 standards. Extreme care shall be exercised to prevent hitting or otherwise damaging walls, baseboards, furnishing with the floor machine.

BID TABULATION

FLOOR CARE SERVICES OF COUNTY FACILITIES

Bid Opening  
Friday, November 9, 2018  
10:00 A.M.

Commission Meeting Room  
945 N. Temple Avenue  
Starke, FL 32091

**BIDDER**

Suburban Carpet Cleaners

**GRAND TOTAL**

\$17,943.00

*Annual Facility Cleaning* \$3,350.00 ( $\$3,350 + \$5,890.22 = \$9,240.22$ )  
*Semi-Annual Facility Cleaning* \$11,780.44 ( $\$5,890.22$  ea. year)  
*Staff Discretionary Facility Cleaning* \$2,812.56  
\$17,943.00

**BIDDER**


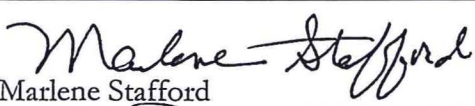
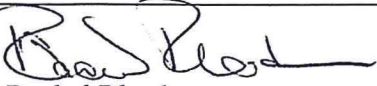
In & Out Cleaning

**GRAND TOTAL**

\$33,596.66

*Annual Facility Cleaning* \$5,720.58 ( $\$5,720.00 + \$11,753.62 = \$17,474.20$ )  
*Semi-Annual Facility Cleaning* \$23,507.24 ( $11,753.62$  ea. year)  
*Staff Discretionary Facility Cleaning* \$4,368.84  
\$33,596.66

Sign-In

NAME	CONTACT
 Ray Norman	(904) 966-6281
 Marlene Stafford	(904) 966-2270
 Rachel Rhoden	(904) 966-6327



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 3 (D) Application to amend Section 4.14.2 of the Land Development Regulations to delete automotive self service station as a permitted principal use and structure within "CG" Commercial General.

DEPARTMENT: County Attorney

PURPOSE:

ASSOCIATED COST(S): N/A

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

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

N/A was made with respect to these premises, Application No. \_\_\_\_\_

N/A was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Frank Durrance, Chair  
Applicant/Agent Name (Type or Print)

\_\_\_\_\_  
Applicant/Agent Signature

4/24/19  
Date

FOR OFFICE USE ONLY

Date Filed: 4/24/19  
Application No: LDR 19-01  
Fee Amount: \_\_\_\_\_  
Receipt No. \_\_\_\_\_  
Date of Planning and Zoning Board Public Hearing: 5/16/19  
Date notice published: 5/2/19  
Newspaper: Bradford County Telegraph  
Date of Local Planning Agency Public Hearing: 5/16/19  
Date notice published: 5/2/19  
Newspaper: Bradford County Telegraph  
Date(s) of Board of County Commissioners Public Hearing(s): (1) 5/16/19 (2) 6/20/19  
Date(s) notice published: (1) 5/2/19 (2) 6/6/19  
Newspaper: Bradford County Telegraph  
Date Notice of Enactment of Ordinance published: 6/6/19  
Newspaper: Bradford County Telegraph  
Decision by Board of County Commissioners: \_\_\_\_\_  
(Granted/Denied)

**BRADFORD COUNTY**  
**LAND DEVELOPMENT REGULATIONS AMENDMENT**  
**APPLICATION**

Name of Applicant(s): \_\_\_\_\_ Board of County Commissioners LDR 19-01  
Address: \_\_\_\_\_ P.O. Drawer B  
City, State, Zip Code: \_\_\_\_\_ Starke, FL 32091-1286  
Telephone: \_\_\_\_\_ 904.964.6280  
Name of Applicants Agent (if applicable): \_\_\_\_\_ N/A  
Address: \_\_\_\_\_ N/A  
City, State, Zip Code: \_\_\_\_\_ N/A  
Telephone: \_\_\_\_\_ N/A

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

PART I      Legal Description:

N/A

Total acreage of land to be considered under this amendment: \_\_\_\_\_ N/A

Present Use: \_\_\_\_\_ N/A  
(commercial, industrial, residential, agricultural, vacant, etc.)

Zoning District:

Present: \_\_\_\_\_ N/A      Requested: \_\_\_\_\_ N/A

Future Land Use Plan Map Category: \_\_\_\_\_ N/A

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

See Attachment A



Words bolded and underlined are added  
~~Words bolded and struck through are deleted~~

ATTACHMENT A

LDR 19-01

BOARD OF COUNTY COMMISSIONERS

LDR 19-01, an application by the Board of County Commissioners, to amend the text of the Land Development Regulations by amending Section 4.14.2 entitled Permitted Principal Uses and Structures to delete automotive self service station as a permitted principal use and structure within the "CG" Commercial, General zoning district and by amending Section 4.14.5 entitled Special Exceptions by adding automotive self service station as a use permitted by special exception within the "CG" Commercial, General zoning district.

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Amending Section 4.14.2 entitled Permitted Principal Uses and Structures to delete automotive self service station as a permitted principal use and structure within the "CG" Commercial, General zoning district

SECTION 4.14 "CG" COMMERCIAL, GENERAL

4.14.2 PERMITTED PRINCIPAL USES AND STRUCTURES

1. Retail commercial outlets for sale of food, wearing apparel, fabric, toys, sundries and notions, books and stationery, leather goods and luggage, paint, glass, wallpaper, jewelry (including repair) art, cameras or photographic supplies (including camera repair), sporting goods, hobby shops and pet shops (but not animal kennel), musical instruments, optical goods, television and radio (including repair incidental to sales), florist or gift shop, delicatessen, bake shop (but not wholesale bakery), drugs, plants and garden supplies (including outside storage of plants and materials), automotive vehicle parts and accessories (but not junk yards or automotive wrecking yards), and similar uses.
2. Retail commercial outlets for sale of home furnishings (furniture, floor coverings, draperies, upholstery) and appliances (including repair incidental to sales), office equipment or furniture, hardware, second-hand merchandise in completely enclosed buildings, and similar uses.
3. Service establishments such as barber or beauty shop, shoe repair shop, restaurant, interior decorator, photographic studio, art or dance or music studio, reducing salon or gymnasium, animal grooming, self-service laundry or dry cleaner, tailor or dressmaker, laundry or dry cleaning pickup station, and similar uses.
4. Service establishments such as radio or television station (but not television or radio towers or antennae); funeral home, radio and television repair shop, appliance repair shop, letter shops and printing establishments, pest control, and similar uses.
5. Medical or dental offices, clinics, and laboratories.
6. Business and professional offices.
7. Newspaper offices.
8. Banks and financial institutions.
9. Professional, business, and technical schools.

**Words bolded and underlined are added**  
~~Words bolded and struck through are deleted~~

10. Commercial recreational facilities in completely enclosed, sound-proof buildings, such as indoor motion picture theater, community or little theater, billiard parlor, bowling alley, and similar uses.
11. Hotels and motels.
12. Dry cleaning and laundry package plants in completely enclosed buildings using non-flammable liquids such as perchlorethylene and with no odor, fumes, or steam detectable to normal senses from off the premises.
13. Residential dwelling units, which existed within this district on the date of adoption or amendment of these land development regulations.
14. Art galleries.
15. Miscellaneous uses such as telephone exchange and commercial parking lots and parking garages.
16. Recovery homes.
17. Residential treatment facilities.
- ~~18. Automotive self service station. (See Section 4.2 for special design standards for automotive self service stations).~~
- 18.** Churches and other houses of worship.
- 2019.** Medical marijuana dispensing facilities.

Medical marijuana dispensing facilities shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary school, middle school, or secondary school. Medical marijuana dispensing facilities shall comply with Section 381.986, Florida Statutes, as amended.

Unless otherwise specified, the above uses are subject to the following limitations:

1. Sale, display, preparation, and storage to be conducted within a completely enclosed building, and no more than thirty (30) percent of floor space to be devoted to storage;
2. Products to be sold only at retail; and
3. Site and development plan approval (see Article 14) is required for the following uses:
  - a. All commercial developments.

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Amending Section 4.14.5 entitled Special Exceptions by adding automotive self service station as a use permitted by special exception within the "CG" Commercial, General zoning district.

#### 4.14.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Automotive service stations (see Section 4.2 for special design standards for automotive service stations).
2. Rental of automotive vehicles, trailers and trucks.
3. Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.
4. Hospitals and nursing homes.

**Words bolded and underlined are added**

~~Words bolded and struck through are deleted~~

5. Motor bus or other transportation terminals.
6. Child care centers and overnight child care centers, provided:
  - a. No outdoor play activities shall be conducted before 8 a.m. or after 8 p.m.; and
  - b. Provision is made for areas for offstreet pick-up and drop-off of children.
7. Public buildings and facilities.
8. Private clubs and lodges.
9. Mini-warehouses.
- 10. Automotive self service station. (See Section 4.2 for special design standards for automotive self-service stations).**



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 3 (E): Certification of Florida Housing Finance Corporation  
(retroactively approved by Chairman Frank Durance on  
4/29/19).

DEPARTMENT: Community Development

PURPOSE: Authorizes the Chairman of the Board of County  
Commissioners to execute any necessary documents and  
certifications need by the State.

ASSOCIATED COST(S): N/A

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

## **CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity: Bradford County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Kelly Canady  
Witness

[Signature]  
Chief Elected Official or designee

[Signature]  
Witness

Frank Durrance, Chairman  
Type Name and Title

April 29, 2019  
Date

OR

\_\_\_\_\_  
Attest:  
(Seal)







BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 5(A) Florida Job Growth Infrastructure Grant Agreement between Bradford County and the State of Florida Department of Economic Opportunity.

DEPARTMENT: County Attorney

PURPOSE: Grant is for construction of an access road to the Keystone Heights Airport and enhancement of broadband through installation of fiber optic (grant proposal was approve by the BOCC on 9/5/17).

ASSOCIATED COST(S): Grant funding in the amount of \$2,300,000.00.

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



DEO Agreement No.: G0062

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT** (this “Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and **the Bradford County Board of County Commissioners** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, Pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds;

**WHEREAS**, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to facilitate the economic development and growth of the State;

**WHEREAS**, DEO has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to Section 288.101, F.S.;

**WHEREAS**, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee’s behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

**WHEREAS**, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Intentionally Omitted**
- **Exhibit E: Grantee’s Resolution**

**WHEREAS**, this Agreement and its Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

**NOW, THEREFORE**, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

**AGREEMENT**

1. **TERM.** This Agreement is effective as of the date on which DEO executes this Agreement (such date, the “Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2035 (such date, the “Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31,

## DEO Agreement No.: G0062

37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. **PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. **TYPE OF AGREEMENT:** This Agreement is a **cost reimbursement** agreement.

4. **RELEASE OF FUNDS:** DEO shall pay Grantee up to **Two Million Three Hundred Thousand Dollars and Zero Cents (\$2,300,000.00)** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. **PAYMENTS TO GRANTEE:**

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.



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d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:**

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**7. REPRESENTATIONS AND WARRANTIES.** Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of



## DEO Agreement No.: G0062

Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

#### 8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or



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at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

**d.** Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee’s compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee’s suspension or debarment. Grantee understands and will comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee’s subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S.

**e. Public Entity Crime:** Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee’s affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

**f. Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee’s name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

**g. Disclosure of Sponsorship:** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Grantee’s name) and the State of Florida, Department of Economic Opportunity.” If the sponsorship reference is in written material, the words “State of Florida, Department of Economic Opportunity” shall appear in the same size letters or type as the name of the organization.

**h. Mandatory Disclosure Requirements:**

**1) Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee’s affiliates.

**2) Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela.



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a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, Syria, or Venezuela.

b) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1) (a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) **Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at [www.myflfamilies.com/service-programs/abuse-hotline](http://www.myflfamilies.com/service-programs/abuse-hotline), or via fax at 1-800-914-0004.

5) **Information Release:**

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of



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this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**6) Funding Requirements of s. 215.971(1), F.S.:**

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

**7) Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

**9. FINAL INVOICE:** Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.



**10. RECOUPMENT OF FUNDS:**

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

**11. AUDITS AND RECORDS:**

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided



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under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

**12. EMPLOYMENT ELIGIBILITY VERIFICATION:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees Grantee hired during the term of this Agreement. Grantee shall include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

**13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**14. ASSIGNMENTS AND SUBCONTRACTS:**

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.



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d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Monthly, Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7260 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

**15. NONEXPENDABLE PROPERTY:**

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

**16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY:** In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.



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17. **INFORMATION RESOURCE ACQUISITION:** Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. **INSURANCE:** During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) **Commercial General Liability Insurance:** Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) **Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) **Other Insurance:** During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. **CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.



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d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**20. WARRANTY OF ABILITY TO PERFORM:** Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

**21. PATENTS, COPYRIGHTS, AND ROYALTIES:**

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO



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who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

**22. INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**23. ELECTRONIC FUNDS TRANSFER:** Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

**24. MODIFICATION:** If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.



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25. **TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. **CONSTRUCTION; INTERPRETATION:** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. **TERMINATION:** DEO may terminate this Agreement if:

- a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;
- f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or
- g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").



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h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. **INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.



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e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

**30. LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

**32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not



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reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

**33. ATTORNEYS' FEES; EXPENSES:** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**34. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**35. AUTHORITY OF GRANTEE'S SIGNATORY:** Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**36. COUNTERPARTS:** This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**37. CONTACT INFORMATION AND NOTICES:**

**a.** Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement.

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Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

**Grantee’s Payee:**

Bradford County Board of County Commissioners  
Post Office Drawer B  
Starke, FL 32091  
Phone: (904) 96-6327  
Email: [brad.carter@bradfordcountyfl.gov](mailto:brad.carter@bradfordcountyfl.gov)

**Grantee’s Agreement Manager:**

Christopher Thurow, Director of  
Information Technology  
Post Office Drawer B  
Starke, FL 32091  
Phone: (904) 966-6377  
Email: [cthurow@bradfordcountyfl.gov](mailto:cthurow@bradfordcountyfl.gov)

**DEO’s Agreement Manager:**

Beth Frost, FCCM  
107 East Madison Street, MS #B-047  
Tallahassee, FL 32399  
Phone: 850-245-7390  
Email: [beth.frost@deo.myflorida.com](mailto:beth.frost@deo.myflorida.com)

*[The remainder of this page has been intentionally left blank.]*



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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Title Ken Lawson  
Executive Director

Title Ross Chandler  
Chairperson

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

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

**Exhibit A**  
**SCOPE OF WORK**

1. **PROJECT DESCRIPTION:** Section 288.101, Florida Statutes (“F.S.”), established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded Two Million Three Hundred Thousand Dollars (\$2,300,000.00) for construction of an access road off the only entrance road to the Keystone Heights Airport and significant enhancement of broadband through the installation of fiber optic facilities located directly at the airport. This project will enable existing airport-based businesses to benefit as well as create a large amount of highly developable land to be used for business recruitment for a range of aviation/aerospace, information technology, and manufacturing industries.

2. **GRANTEE’S RESPONSIBILITIES:**

a. **COMMENCEMENT AND TIMELINE.**

1) The Parties’ execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.

DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

- Provide to DEO’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and

- Request from DEO’s Agreement Manager a Notice to Proceed.

DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence immediately upon receipt of the Notice to Proceed from DEO (the “Commencement Date”), and shall be completed on or before the fifth anniversary of the Effective Date (the “Completion Date”), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO’s request to DEO’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not obligated under this Agreement by June 30, 2022 shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.**

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee’s design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:



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- a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or
  - b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
- 4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S.
  - 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
  - 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
  - 7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.
  - 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
  - 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 for each occurrence, and property damage insurance of at least \$100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of DEO's Standard Specifications for Road and Bridge Construction (2014), as amended.
  - 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.
  - 11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for the purchase or planting of any landscape, mitigation, the installation or relocation of utilities, for any legal action against the State or DEO, or costs associated with preparation of the Proposal.
  - 12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.
  - 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in Exhibit E. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.
- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.



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- 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least Sixteen Million Four Hundred Dollars (\$16,400,000.00) has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31<sup>st</sup> of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Capital Investment Date").
- 2) Grantee shall certify that at least 160 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31<sup>st</sup> of the year on which the ten (10) year anniversary of the Completion Date falls (such date, the "Job Creation Date").
- 3) Grantee shall certify that zero Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **CONSTRUCTION:** Grantee shall:

- 1) Complete roadway design and construction of an access road off the only entrance road to the Keystone Heights Airport. Tasks shall include:
  - a) Construction Design – Develop 30%, 90% and final construction design plans. Plans will include the design by others of the conduit required to support the proposed broadband improvements. Copies of construction design plans shall be submitted to DEO's Agreement Manager.
  - b) Environmental Permitting – determine environmental impacts of construction by completing an environmental assessment, and obtain required environmental permits. Grantee shall submit to DEO's Agreement Manager a copy of the environmental assessment and environmental permits.
  - c) Prepare solicitation documents for construction contractor, including technical specifications as needed to supplement Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Grantee shall submit to DEO's Agreement Manager a copy of solicitation documents, including technical specifications.
  - d) Geotechnical Analysis – perform a geotechnical exploration for the proposed road and drainage basin stormwater management facility. A copy of the Geotechnical Engineering Report, including required information to design the road, permit the drainage basin, and include recommendations for construction of the roadway and drainage basin, shall be submitted to DEO's Agreement Manager.
  - e) Survey – Provide a topographical survey of the new access road alignment using the appropriate Florida State plane coordinate system, including control points and bench marks at regular intervals. Survey will include cross-sections at 100-foot intervals with cross-sections extending 25 feet outside of the proposed right-of-way and will locate electric utility poles. Grantee shall submit to DEO's Agreement Manager a copy of the topographical survey.
  - f) Construction of access road and conduit
- 2) Implement Broadband Enhancements. Tasks shall include:
  - a) Prepare solicitation documents for Data Communications/Electrical Engineer and Data Networking Consultant. Evaluate proposals against evaluation criteria and make an award recommendation. A copy of solicitation documents, list of vendors submitting proposals, and a summary of recommendations for vendor selection shall be submitted to DEO's Agreement Manager.
  - b) Complete a Determination of Project Targeted Needs, including:
    - i. Client reviews and needs assessment;
    - ii. Site inspection;
    - iii. Critical needs assessment; and
    - iv. Engineering and design plans
 Copies of assessment reports, inspection report and engineering and design plans shall be submitted to DEO's Agreement Manager.



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- c) Install fiber optic cabling and data networking hardware for broadband enhancements. Upon completion, work shall be inspected and certified by a professional electrical engineer. A copy of the final inspection report shall be submitted to DEO's Agreement Manager.

3. **DEO'S RESPONSIBILITIES:** DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. **DELIVERABLES:** Grantee shall provide the following services as specified:

<b>Deliverable No. 1: Construction Design</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete construction designs in accordance with Sections 2.b. and 2.d.1.a) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete construction designs in accordance with Section 2.d.1.a) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital PDF or hard copy format) of final construction design plans.	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 1 Not to Exceed: \$120,000.00</b>		
<b>Deliverable No. 2: Environmental Permitting</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete environmental assessment and permitting in accordance with Section 2.d.1.b) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete assessment of environmental impacts of construction and obtain environmental permits in accordance with Section 2.d.1.b) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies of the environmental assessment and environmental permits.	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 2 Not to Exceed: \$30,000.00</b>		
<b>Deliverable No. 3: Prepare Solicitation Documents for Roadway and Conduit</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Prepare solicitation documents for construction contractor in accordance with Section 2.d.1.c) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete preparation of solicitation documents for construction contractor in accordance with Section 2.d.1.c) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of a copy of final solicitation package, including technical specifications.	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 3 Not to Exceed: \$10,000.00</b>		
<b>Deliverable No. 4: Geotechnical Analysis</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete geotechnical analysis in accordance with Section 2.d.1.d) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete geotechnical analysis in accordance with Section 2.d.1.d) of this Scope of Work, evidenced by submission to DEO's Agreement	Failure to meet the minimum level of service shall result in non-payment.

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	Manager of a copy of the Geotechnical Engineering Report.	
<b>Deliverable No. 4 Not to Exceed: \$9,100.00</b>		
<b>Deliverable No. 5: Survey</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Provide a topographical survey in accordance with Section 2.d.1.e) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete topographical survey in accordance with Section 2.d.1.e) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of a copy of the topographical survey (in digital PDF or hard copy format)	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 5 Not to Exceed: \$21,000.00</b>		
<b>Deliverable No. 6: Construction of Access Roadway</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete construction of the access road in accordance with Section 2.d.1.f) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	<p>At a minimum, complete ten percent (10%) of the construction in accordance with Section 2.d.1.f) of this Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments:</p> <ul style="list-style-type: none"> <li>a. 10% completion;</li> <li>b. 20% completion;</li> <li>c. 30% completion;</li> <li>d. 40% completion;</li> <li>e. 50% completion;</li> <li>f. 60% completion;</li> <li>g. 70% completion;</li> <li>h. 80% completion;</li> <li>i. 90% completion; and</li> <li>j. 100% completion</li> </ul> <p>Construction progress shall be evidenced by the following documentation:</p> <ul style="list-style-type: none"> <li>a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; and</li> <li>b. Photographs of project in progress.</li> </ul> <p>DEO shall retain 10% of the total award for this deliverable (\$162,490.00) to be paid upon evidence of 100% completion.</p>	<p>Failure to meet the minimum level of service shall result in non-payment.</p> <p>DEO shall retain 10% of the total award for this deliverable (\$162,490.00) as a financial consequence if Grantee fails to complete construction on or before the fifth anniversary of the Effective Date of this Agreement.</p>
<b>Deliverable No. 6 Not to Exceed: \$1,619,900.00</b>		
<b>Deliverable No. 7: Solicitation and Recommendations for Engineer and Networking Consultant</b>		



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Tasks	Minimum Level of Service	Financial Consequences
Complete solicitation for Data Communications/Electrical Engineer and Data Networking Consultant in accordance with Section 2.d.2.a) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete solicitation process and make recommendations for vendor selections in accordance with Section 2.d.2.a) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies of the following: a) Solicitation documents; b) list of vendors submitting proposals; and c) Summary of recommendations for vendor selection.	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 7 Not to Exceed: \$5,000.00</b>		
<b>Deliverable No. 8: Determination of Project Targeted Needs</b>		
Tasks	Minimum Level of Service	Financial Consequences
Complete a Determination of Project Targeted Needs in accordance with Section 2.d.2.b) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete Determination of Project Targeted Needs in accordance with Section 2.3.2.b) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of the following: a) Client review and needs assessment; b) Site inspection report; c) critical needs assessment; and d) Engineering and design plans.	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 8 Not to Exceed: \$30,000.00</b>		
<b>Deliverable No. 9: Installation and Inspection</b>		
Tasks	Minimum Level of Service	Financial Consequences
Complete installation of fiber optic cabling and data networking hardware for broadband enhancements in accordance with Section 2.d.2.c) of this Scope of Work on or before the fifth anniversary of the Effective Date of this Agreement.	Complete installation of fiber optic cabling and data networking hardware in accordance with Section 2.3.2.c) of this Scope of Work, evidenced by submission to DEO's Agreement Manager of a copy of inspection certification by a professional electrical engineer.	Failure to meet the minimum level of service shall result in non-payment.
<b>Deliverable No. 9 Not to Exceed: \$455,000.00</b>		
<b>TOTAL AMOUNT NOT TO EXCEED \$2,300,000.00</b>		

5. **Additional Financial Consequences:** The following financial consequences apply under the following circumstances:

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all

## DEO Agreement No.: G0062

funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

- b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
  - c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.
  - d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.
6. **REPORTING:**
- a. **Quarterly:** Grantee shall report on a quarterly basis all progress relating to the tasks identified in Section 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required in this Agreement. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.
  - b. **Close-out Report:** No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.



## DEO Agreement No.: G0062

- c. Follow-up Reports: By no later than January 31<sup>st</sup> of the year immediately following the year on which the ten (10) year anniversary of the Completion Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

**7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

- a. Grantee shall provide one invoice per quarter for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
  - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
  - 4) Photographs of the project in progress and completed work;
  - 5) A copy of all supporting documentation for vendor payments;
  - 6) A copy of the cancelled check(s) specific to the project; and
  - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

**9. NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.



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10. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. **NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. **DISPOSITION OF PROJECT PROPERTY:**

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
  - 1) Grantee is authorized to retain ownership of the improvements to real property so long as:
    - (1) Grantee is not sold, merged or acquired;
    - (2) the real property subject to the improvements is owned by Grantee; and
    - (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
  - 2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. **CRITERIA FOR MEASURING RETURN ON INVESTMENT:**

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.



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- 1) **New Job** – means a full-time salaried employee, or a full-time equivalent (an “FTE”) employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only** if they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
  - 2) **Retained Jobs** – Retained Jobs are jobs that would have been eliminated, or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
  - 3) **Leased Employees** – Leased employees may be counted toward Grantee’s jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee’s job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the “fee-for-service” arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers’ employees are generally not considered “New Jobs” include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.
- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
- 1) **Monthly Head count of Salaried Project Jobs:** For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
  - 2) **Monthly Average of FTE Project Jobs:** For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
  - 3) **New Job Calculation** – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** DEO accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

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***- End of Exhibit A (SCOPE OF WORK) -***



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Exhibit B

**AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. If DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. If the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. Attachment 1 to this indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. If that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED.** This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. If 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 (for fiscal years ending September 30, 2004 or thereafter), 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

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entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this exhibit indicates state financial assistance awarded through DEO by this agreement. 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 DEO, 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 nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If 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 nonstate 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).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). 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 Grantee must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:
  - A. DEO at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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  - B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132



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- C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.
2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
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3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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**PART V: RECORD RETENTION.**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Attachment 1 to Exhibit B

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project ***DEPARTMENT OF ECONOMIC OPPORTUNITY, CSFA NUMBER 40.043,  
ECONOMIC DEVELOPMENT TAX REFUND, TAX CREDIT, AND GRANT PROGRAM -  
\$ 2,300,000.00***

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK***
2. ***N/A***
3. ***N/A***

*NOTE: List applicable compliance requirements*

NOTE: Title 2 CFR 200.331, as revised, and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank -***

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_  
FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_  
Contact Person Name and Phone Number: \_\_\_\_\_  
Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



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**EXHIBIT D**

**INTENTIONALLY OMITTED AND NOT PART OF THIS CONTRACT**

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**EXHIBIT E**

**GRANTEE'S RESOLUTION**



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EXHIBIT F

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT

Between

THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
and BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT DESCRIPTION: Construction of an access road off the only entrance road to the Keystone Heights Airport and significant enhancement of broadband through the installation of fiber optic facilities located directly at the airport.

DEO Agreement  
No.

\_\_\_\_\_

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEL.

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

SEAL:

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

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 5(B) John Deere Financial Lease Agreement for one (1) John Deere 644K Wheel Loader w/ 4 in' 1 MP Bucket (total cost - \$221,850.00), and one (1) John Deere 644K Wheel Loader (total cost - \$209,760.00). Total Annual Cost - \$53,585.00. (Lease proposal approved by BOCC on 2/4/19).

DEPARTMENT: County Attorney

PURPOSE: On 2/4/19 the BOCC approved a Lease Proposal for the lease of one (1) John Deere 644K Wheel Loader w/ 4 in' 1 MP Bucket and one (1) John Deere 644K Wheel Loader.

ASSOCIATED COST(S):

1 John Deere 644K Wheel Loader w/ 4 in' 1 MP Bucket. Total equipment cost - \$221,850.00.

1 John Deere 644K Wheel Loader. Total equipment cost - \$209,760.00).

Total Annual Payments for both pieces of equipment - \$53,585.00.

BUDGET LINE (G/L #): 105-29-541-44210-00





# BEARD EQUIPMENT CO.

Corporate Office - Mobile, AL  
2480 East I-65 Service Road North - 36617  
(251) 456-1993 - (800) 848-8563  
Fax (251) 452-2309

Tallahassee, FL  
7566 W. Tennessee St - 32304  
850-575-5600

Pensacola, FL  
3195 W. Nine Mile Rd - 32534  
(850) 476-0277

Panama City, FL  
4625 N Hwy 231 - 32404  
(850) 769-4844

Freeport, FL  
33 Industrial Ct - 32439  
(850) 835-3337

Jacksonville, FL  
6870 Philips Hwy - 32216  
(904) 296-5000

Lake City, FL  
2578 SE Baya Dr - 32025  
(386) 752-9544

Palatka, FL  
356 Hwy 17 N. - 32178  
(386) 325-6268

Perry, FL  
3033 E. US 27 Hwy - 32347  
850-584-9200

Ocala, FL  
7398 NW 44th Ave - 34482  
(352) 732-4646

<b>CUSTOMER NAME, ADDRESS &amp; PHONE NUMBER</b>  John Deere Construction & Forestry Company Industrial Leasing Division PO Box 6600 Johnston, Iowa 50131	<b>TERMS OF SALE</b> John Deere Credit 60 Mo Lease	<b>DATE</b> 04/30/19	<b>INVOICE NUMBER</b> 2309
	<b>NOTES</b> 1000 Hours Allotted Per Year, Per Machine	<b>CUSTOMER NUMBER</b> 900490	<b>SALESMAN NUMBER</b> S95
		<b>CUSTOMER PURCHASE ORDER NUMBER</b>	
		<b>CUSTOMER TAX EXEMPT NUMBER</b> 85-8013870695C-6	

QTY	MAKE	MODEL	DESCRIPTION	HOURS	SERIAL NUMBER	FACTORY BUILD DATE	STOCK #	ACCOUNT #	AMOUNT
1	John Deere	644K	Wheel Loader w/ 4 In 1 MP Bucket	8	1DW644KZCKF696234	1-Apr-19	79582	126.00	\$ 221,850.00
1	JohnDeere	644K	Wheel Loader	8	1DW644KZTKF696199	1-Apr-19	79581	126.00	\$ 209,760.00
Both Machines: W/ STD 12 Mo's Full Machine Warranty & w/ an Addit. 48 Mo's or 5,000 Hrs "Whichever Occurs First" Sec. Ext. PT/HYD Warranty									
Delivered To:			Bradford County BOCC						
			945 North Temple Ave						
			Starke, FL 32091						

DELIVERED TO	COUNTY	CITY	STATE	O/S CITY & PJ	TAX EXEMPT	MACHINE WARRANTY	AMOUNT
	Bradford	Starke	FL	No	YES	As Stated Above	

TRADE-IN INFORMATION								TOTAL AMOUNT		\$ 431,610.00	
QTY	YEAR	MAKE	MODEL	SERIAL #	DESCRIPTION	HOURS	AMOUNT	LESS AMOUNT TO APPLY			
							-	LESS TRADE			
							\$ -	TRADE DIFFERENCE			
							\$ -	SALES TAX	0.00%	\$ -	\$ -
							\$ -	PLUS PAYOFF			
PAYOFF INFORMATION								TOTAL		\$ 431,610.00	
QTY	BALANCED OWED TO				ACCOUNT NUMBER	AMOUNT	LESS CASH DOWN				
						\$ -					
						\$ -	BALANCE DUE				
						\$ -	\$ 431,610.00				

The Warranty as described on the accompanying Purchase Order and the following applies where permitted by law. Neither seller, John Deere Industrial Equipment Company nor the manufacturer makes any other representations or warranties, whether expressed or implied (AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR MECHANABILITY AND FITNESS FOR A SPECIAL ) or has any obligations to the Purchaser except as provided on the second page of the Purchase Order.

The Terms are as stated above in the terms of sale block. As the Purchaser, I (we), promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or Loan Agreement, for the purchase price of the equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller's name until one of the forgoing is accomplished. In the absence of the before mentioned agreements the Purchaser will consider this document as an agreement and in the event of default or breach of any agreement entered into said parties, Beard Equipment Company, Inc. may collect reasonable expenses, including but not limited to interest, attorney's fees and court costs.



\_\_\_\_\_  
Salesman Signature

\_\_\_\_\_  
Date Delivered

X  
\_\_\_\_\_  
Customer's Signature

# Beard Equipment Company

## CUSTOMER'S ACCEPTANCE FORM

Dealer's Name : **Beard Equipment Company**  
**2578 SE Baya Drive**  
**Lake City, FL 32025**



**JOHN DEERE**

Customer's Name : Bradford County BOCC

Customer's Address : 945 North Temple Ave  
Starke, FL 32091

Make	Model	Description	Serial Number	New	Used
John Deere	644K	Wheel Loader w/ 4 In 1 MP Bucket	1DW644KZCKF696234	X	
JohnDeere	644K	Wheel Loader	1DW644KZTKF696199	X	

### DEALER'S CHECK LIST

	YES	NO
All Guards in place and points of danger protected	<u>  X  </u>	<u>      </u>
Has equipment been modified or altered	<u>      </u>	<u>  X  </u>
Instruction booklet given	<u>  X  </u>	<u>      </u>

**JOHN DEERE WARRANTY PERIOD ON NEW CONSTRUCTION EQUIPMENT IS 12 MONTHS / UNLIMITED HOURS**  
**JOHN DEERE WARRANTY PERIOD ON NEW FORESTRY EQUIPMENT IS 12 MONTHS / UNLIMITED HOURS**

**ITEMS NOT COVERED UNDER BASIC OR EXTENDED WARRANTY**

- 1.) Normal maintenance and replacement of maintenance and wear items, such as belts, bulbs, cutting edge parts, lubricated joints (including pins & bushings), dry brakes, brake linings, dry clutch linings, filters, oil, hydraulic fluid, lubricants, coolants & conditioners, bucket teeth and saw blades & teeth are not covered.
- 2.) Shop supplies, such as but not limited to, shop towels, detergents & brake cleaners are not covered.
- 3.) Hoses are subject to warranty coverage only when an obvious defect in material or workmanship exists. Warranty does not apply to torn, cut or worn hoses.
- 4.) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, vandalism, the elements, collision, accident or recovery.
- 5.) Items that may be covered under separate warranties, such as batteries, tires, buckets, grapples, thumbs, ect...
- 6.) Transporting the machine to and from the location where service or warranty work is to be performed, Travel Time & Mileage for service or warranty work performed in the field or overtime is not covered by John Deere Warranty.

BEARD EQUIPMENT will provide free travel time & mileage or transportation of machines to a BEC shop for the following term:

**New Construction Machines - 12 Months from date of purchase.**

**New Forestry Machines - 6 Months from date of purchase.**

Conditions: Failure must be a warrantable condition & machine must be within 100 miles of a BEC facility.

**Customer's Acceptance :**

I fully understand the operation and warranty coverage of this piece of equipment.

  X    
 Customer's Signature

\_\_\_\_\_  
 Date Delivered

\_\_\_\_\_  
 Salesman's Signature



# Beard Equipment Company

## Arbitration Agreement

By signing this Agreement, Bradford County BOCC ("Customer") and Beard Equipment Company, Inc., a Florida corporation, ("Beard") agree that, except as provided herein, all disputes, claims, and controversies between Customer and Beard and/or any of Beard's present or former employees, agents, or affiliated entities, whether individual, joint, or class in nature, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon the request of either party.

No act to take, repossess, dispose of, or enforce a lien against any property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order, invoking a power of sale under any deed of trust or mortgage, obtaining a writ of seizure, writ of attachment, or appointment of a receiver, recording or enforcing a mechanic's or material man's lien, or exercising any rights with respect to any property that Beard rents to Customer or that secures any obligation that Customer owes to Beard, including taking or disposing of such property with or without judicial process pursuant to any provisions of any contract or any applicable law.

Any disputes, claims, or controversies concerning the lawfulness of any act, or exercise of any right, concerning any property that Beard rents to Customer or that secures any obligation that Customer owes to Beard, shall also be arbitrated, provided however that no arbitrator shall have the right to enjoin or restrain any act of any party.

Nothing in this Agreement shall preclude any party from seeking equitable relief in any court of competent jurisdiction. Further, judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction.

The statute of limitations, waiver, estoppels, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.

The Alabama Arbitration Code shall apply to the enforcement, construction, and interpretation of this Agreement, unless this Agreement involves or affects interstate commerce, in which case the Federal Arbitration Act shall govern.

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL.**

Customer Name : X

Beard Equipment Company

Customer Signature : X

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

Print Name : X

Its : \_\_\_\_\_

Date : X

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



**Customer Purchase Order for John Deere Construction and Forestry Products - USA**

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last) Bradford County BOCC			
STREET or RR 945 North Temple Ave			
CITY Starke	STATE FL	ZIP CODE 32091	COUNTY Bradford
PHONE NUMBER 904-966-6286		EMAIL ADDRESS	
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

DEALER NAME AND ADDRESS			
DEALER NAME Beard Equipment Company			Dealer Account No. 17-9083
STREET or RR 2578 SE Baya Drive			
CITY Lake City	STATE FL	ZIP CODE 32025	Date of Order: 04/30/2019
Dealer Order No.	TYPE OF SALE: Time Sale		
PURCHASER TYPE 4-County		MARKET USE CODE: 17-General Utility	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction	<input type="checkbox"/> Utility	<input type="checkbox"/> Forestry	<input checked="" type="checkbox"/> Government
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		PURCHASER ACCOUNT: 900490	
<input type="checkbox"/> SOCIAL SECURITY	<input type="checkbox"/> IRS TAX ID NO	<input type="checkbox"/> EIN	
NO.			

EXTENDED COVERAGE IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected <input checked="" type="checkbox"/> (Initials)	LOCATION OF FIRST WORKING USE County <u>Bradford</u> City <u>Starke</u>	STATE FL	COUNTY CODE FL
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Ultimate Uptime Package Purchased:	Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Initials					
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input type="checkbox"/>				John Deere 644K Wheel Loader w/ 4 In 1 MP Bucket	8	1DW644KZCKF696234	\$ 221,850.00
1	<input type="checkbox"/>				JohnDeere 644K Wheel Loader	8	1DW644KZTKF696199	\$ 209,760.00
Both Machines: W/ STD 12 Mo's Full Machine Warranty & w/ an Addit. 48 Mo's or 5,000 Hrs "Whichever Occurs First" Sec. Ext. PT/HYD Warranty								
1. TOTAL CASH PRICE								\$ 431,610.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this			(2) TOTAL TRADE-IN ALLOWANCE	
			(3) BALANCE (1-2)	\$ 431,610.00
			(4) SALES TAX RATE ____%	
			(5) ADDITIONAL FEES	
			(6) SUBTOTAL (3 & 4 & 5)	\$ 431,610.00
			(7) RENTAL APPLIED	
			(8) CASH WITH ORDER	
			(9) BALANCE (6-(7 & 8))	\$ 431,610.00



**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TERMS & CONDITIONS VERIFICATION STATEMENT**

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 7.0 (Initials)\_\_\_\_\_ and understands its terms and conditions.

Purchaser (First Signer) _____	Signature _____	Date _____
Purchaser (Second Signer) _____	Signature _____	Date _____
Dealer Representative _____	Signature _____	Date _____
Salesperson <u>Steve Carter</u> _____	Signature _____	Date _____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:
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## **STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Commercial Worksite Products\***: 12 months Full Machine Standard Warranty
- **\* Commercial Worksite Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### **A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### **B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### **C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.



#### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

#### **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

#### **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

#### **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable



Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### H. TELEMATICS

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



**JOHN DEERE**

**Application For Extended Warranty**  
For John Deere Construction, Utility and Forestry Products

The John Deere equipment Owner identified below ("Owner") hereby applies for Extended Warranty to John Deere\*. (\*In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) This Application is made in accordance with the terms set forth in this document for the John Deere product identified below. Owner desires the Extended Warranty coverage option(s) checked:

**1. APPLICATION GROUP**

Check One :

- Commercial
- Governmenta
- Rental
- Forestry or Severe Duty\*
- Forestry Extreme Duty\*\*

\* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty. (36 months/ 6,000 hours maximum coverage)

\*\* Forestry Extreme Duty applications are: 648, 748, 848 model grapple skidders equipped with regular (NOT Sweda) axles, chains and/or dual tires. (36 months/ 6,000 hours maximum coverage)

**2. COVERAGE TYPE & DURATION**

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION. EXTENDED WARRANTY IS CALCULATED FROM ORIGINAL DATE OF DELIVERY.\*\*\*

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ hours selected may not exceed maximum specified for the designated application group.

Full Machine

Expiration - First To Occur  
(Months or Hours)  
Months after first retail purchase \*\*\*

Std. Warranty	12	24	36	48	60	72	84
<input type="checkbox"/> 12 Months	N/A	12	24	36	48	N/A	N/A

Above are additional months, after expiration of Corresponding Standard Warranty

You have selected \_\_\_\_\_ total months  
and \_\_\_\_\_ hours.

Powertrain Plus Hydraulics or  
 Powertrain or  
 Engine Only

Expiration - First To Occur  
(Months or Hours)  
Months after first retail purchase \*\*\*

Std. Warranty	12	24	36	48	60	72	84
<input checked="" type="checkbox"/> 12 Months	N/A	12	24	36	48	N/A	N/A
<input type="checkbox"/> 24 Months	N/A	N/A	12	24	36	N/A	N/A

Above are additional months, after expiration of Corresponding Standard Warranty

You have selected 60 total months  
and 5,000 hours.

**Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only**

\*\*\* Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

Owner Name <b>Bradford County BOCC</b>		E-mail Address	
Address (Street or RR) <b>945 North Temple Ave</b>		(City / Town) <b>Starke</b>	(State / Province) <b>FL</b>
		(Zip / Postal Code) <b>32091</b>	
DEALER Dealer Number <b>17-9083</b>	Dealer Name <b>Beard Equipment Company</b> (City / Town) <b>Lake City</b>	Address <b>2578 SE Baya Drive</b> (State / Province) <b>FL</b>	
Product Description <b>644K</b>		Product Description <b>Wheel Loader w/ 4 In 1 MP Bucket</b>	Hourmeter Reading <b>8</b>
		Product ID No. (Pin) <b>696234 / 696199</b>	Delivery Date <b>04/30/2019</b>
		Prepared By: <b>Patty Davis</b>	

**IMPORTANT NOTE TO OWNER:** Complete terms of John Deere's Extended Warranty are set forth on this document. Please read both pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH EXTENDED WARRANTY ARE LIMITED AS INDICATED ON BOTH PAGES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Extended Warranty is not insurance.

**OWNER RESPONSIBILITIES:** After the product's Standard Warranty expires, the Owner will be responsible for the first \$200 of repair cost for each repair event covered by Extended Warranty, except for covered repairs to the product's (1) engine or powertrain, or (2) hydraulics (if Extended Powertrain Plus Hydraulics coverage is the only coverage in effect.) Scraper tractor Extended Warranty is limited to the powertrain only with a \$750 deductible for each repair event covered under the Extended Warranty.

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of John Deere's Extended Warranty, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, and (2) the coverage charge is paid.

Owner Signature: X

Date:

The owner and product identified above meet all requirements for the coverage request, and the coverage charge has been paid.

Dealer Signature:

Date:

**TRANSFER -** The unexpired portion of this Extended Repair Coverage may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.

Purchaser Application: <input type="checkbox"/> Forestry or Severe Duty <input type="checkbox"/> Commercial <input type="checkbox"/> Governmental <input type="checkbox"/> Rental <input type="checkbox"/> Forestry Extreme Duty	Dealer Number Charged <b>17-9083</b>	Purchaser Name <b>Bradford County BOCC</b>		Address (Street or RR) <b>945 North Temple Ave</b>	
		(City / Town) <b>Starke</b>	(State / Province) <b>FL</b>	(Zip / Postal Code) <b>32091</b>	
	Transfer Hourmeter Reading <b>8</b>	Date Inspection Completed & Approved <b>04/30/2019</b>	Signature of New Buyer <b>X</b>	Date	Dealer Confirmation

Date Machine Sold

**04/30/2019**

**I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM**

Owner Initials:

Date:



#### A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the coverage period, John Deere will repair or replace, at its option, covered components that were either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer ("Dealer"). Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below.

Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through Dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

#### B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
- All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.

Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement.

Owner is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, Owner will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract.

Maintenance: The Owner, at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

**L SERIES SKIDDERS, L SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS:** Additional Fluid Analysis & Maintenance may be required. As a condition to receive a Powertrain Ultimate Uptime Extended Warranty and Preventative Maintenance contract, the following will be required:

- A Dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (Owner or Dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (Owner or Dealer).

**FAILURE BY THE OWNER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.**

#### C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

1. **Engine Only Coverage** (excludes Cummins, Detroit Diesel and Hino Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.

2. **Powertrain Coverage:** If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics Inverter (DLR), brake resistor, motor cable assembly, generator cable assembly, brake resistor cable assembly.

3. **Powertrain plus Hydraulics Coverage:** If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.

4. **Full Machine Coverage:** If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filler tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors.

Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scanner & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fillings, air components of brake systems, four way protection valve, unloading valve.

#### D. ITEMS NOT COVERED. John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimiters and all Walah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radlos, tires, Cummins or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fillings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the Dealer's place of business.

#### E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than a Dealer; or
2. The product is altered or modified in ways not approved by John Deere; or
3. The product's hour meter has been rendered inoperative or otherwise lamed; or
4. The product is removed from the United States or Canada; or
5. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

#### F. LIMITATIONS OF JOHN DEERE'S LIABILITY.

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the Owner's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Owner's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the Owner or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

#### G. OBTAINING EXTENDED WARRANTY SERVICE. To obtain service covered by Extended Warranty,

the Owner must request Extended Warranty service from a Dealer authorized to sell the product to be serviced. When making such a request, the Owner must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the Dealer's place of business, and inform the Dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the Dealer's place of business.

#### H. TRANSFER OF UNUSED COVERAGE UPON RESALE. Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:

1. The subsequent purchase is made before the product's Extended Warranty expires; and
2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

#### I. NO STATUTORY OR IMPLIED WARRANTY. Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

#### J. DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.



# Beard Equipment Company

## Extended Warranty Acknowledgement

As of June 9th, 2008, John Deere requires oil samples to be taken at 500 hour intervals on the following: 1). 160-850 size excavators with any extended warranty term 2). All other machines with warranty terms exceeding 5000 hours.

On machines requiring oil samples, the following fluids must be sampled and submitted for testing: 1). Hydraulic oil on all machines 2). Hydraulic and Hydrostatic oil on all 450-850 size crawler dozers.

The customer is responsible for taking oil samples and properly labeling them with the machine serial number, hours, customer contact information and mailing the sample to (Fluid Analysis 3121 Presidential Drive Atlanta, GA 30340-3907). Oil sample kits are available through our parts department.

Critical sample results require follow-up action to be taken by the customer. Failure to take action could result in partial warranty reimbursement.

Warranty claims filed on a machine without a sample within the previous 500 hours of repair will result in a 20% charge of the claim to the customer.

CUSTOMER

Bradford County BOCC

(Customer Name)

(Signature)

(Print Name)

(Title "If customer is not an individual")

DEALER

Beard Equipment Company

(Dealer Name)

(Signature)

Steve Carter

(Print Name)





# Extended Service Protection JD Link Registration Form

Ultimate Uptime solution featuring John Deere WorkSight™

Company/Name: Bradford County BOCC  
Address: 945 North Temple Ave  
Starke, FL 32091  
Phone: 904-966-6286

Invoice Ref: 2309  
Beard Location: Lake City

Email: \_\_\_\_\_

### Machine Information:

Make: John Deere Model: 644K Serial Number: 1DW644KZCKF696234 Hours: 8  
Make: JohnDeere Model: 644K Serial Number: 1DW644KZTKF696199 Hours: 8

BASIC
Pre-Delivery SetUp/Follow Up
3 Year JD Link Monitoring
3 Year Machine Health Prognostics
3 Year Remote Diagnostics and Programming

**FREE**

PREMIUM
Pre-Delivery SetUp/Follow Up
5 Year JD Link Monitoring
5 Year Machine Health Prognostics
5 Year Remote Diagnostics and Programming
Customized Preventative Maintenance Agreement
Comprehensive Fluid Sampling
Certified Customer Support Advisor
Customized Extended Warranty

PREMIUM PLUS
Pre-Delivery SetUp/Follow Up
5 Year JD Link Monitoring
5 Year Machine Health Prognostics
5 Year Remote Diagnostics and Programming
5 Year Full Machine Warranty
Total Maintenance and Repair Agreement
Customized Preventative Maintenance Agreement
Certified Customer Support Advisor

Total Hours: \_\_\_\_\_  
 Number of Months: \_\_\_\_\_  
 PM Package Price: \_\_\_\_\_  
 ESP Package Selected: Basic  
 Warranty Selected: 60 Mo's / 5,000 Hrs PT/HYD Warranty

Beard Saleman: Steve Carter  
Beard Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer Name (Print): Brad Carter  
Customer Signature: \_\_\_\_\_  
Company Name: Bradford County BOCC  
Date: \_\_\_\_\_

### Customer's Responsibilities:

- Must perform daily and weekly maintenance in accordance with manufacturer's guidelines.
- Assure machine availability for dealer to perform maintenance at mutually agreed upon time and location.



**CREDIT APPLICATION**  
(Page 1 of 2)



**John Deere Construction**  
Phone: 800-323-8542  
Fax: 800-826-8267



**PowerPlan**  
Phone: 800-634-5661  
Fax: 800-436-3224

Dealer Name: \_\_\_\_\_ Salesman/Location: \_\_\_\_\_ / \_\_\_\_\_ Dealer #: \_\_\_\_\_ Date: \_\_\_\_\_

Applying for:  RETAIL NOTE  LEASE  REVOLVING/POWERPLAN

Fields marked with an asterisk (\*) are required by law (USA PATRIOT ACT) when applying for revolving credit. Your application cannot be processed without this information.  
\* Required for all applications submitted on behalf of an organization. If applicable, signature required below.

**APPLICANT INFORMATION (EITHER BUSINESS OR INDIVIDUAL)**

Type of Business\*  S Corp  C-Corp  General Partnership\*  LLC\*  Limited Partnership\*  Trust\*  Municipality  Sole Proprietor  
(please check one) \*If applying as an LLC, a copy of the Operating Agreement & Articles of Organization is required with this application, or Partnership Agreement if applying as a Partnership, or Trust Agreement if applying as a Trust.  
Organizational Legal Name: (do not abbreviate)\* \_\_\_\_\_ Federal Tax ID #:\* \_\_\_\_\_

(OR) Individual's Legal First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Are you a U.S. Citizen?  Yes  No Time In Business: (Required) \_\_\_\_\_

Business Phone #:\* \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ County:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Mailing Address: \_\_\_\_\_ County: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**PRIMARY OWNER INFORMATION REQUIRED FOR PARTNERSHIP, LLC AND CORPORATIONS<sup>1</sup>**

First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Are you a US Citizen?  Yes  No

**CO-APPLICANT INFORMATION (EITHER BUSINESS OR INDIVIDUAL)**

Organizational Legal Name: (do not abbreviate)\* \_\_\_\_\_ Federal Tax ID #:\* \_\_\_\_\_

(OR) Individual's Legal First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ County:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Phone #: \_\_\_\_\_ Are you a US Citizen?  Yes  No Time In Business: \_\_\_\_\_

**FINANCIAL INFORMATION: A legal valid drivers license or equivalent required at signing**

Bank Name: \_\_\_\_\_ ACCT #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Equipment Finance Co.: \_\_\_\_\_ ACCT #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

\*\* Insurance coverage is required and will ask for proof of coverage with financing (not applicable to Revolving/PowerPlan).  
Notice to Applicant: You represent that the information given in the entire application, including all applicant names and any other information provided in this credit application is (1) true, correct, and complete, and (2) provided for the purpose of obtaining credit in an amount set forth in the credit policies and practices of John Deere Financial, f.s.b. (JDF), Deere Credit, Inc. (DCI), or John Deere Construction and Forestry Company (JDCFC) (collectively referred to as "we," "us," and "our"). You hereby authorize the release to us or our designee (and any assignee or potential assignee thereof) (1) your credit information from any source including, but not limited to, your balance sheet, cash flow statements, and any income statement. The authorization shall apply to this application and subsequently for the purposes of update, renewal, or extension of such credit and for reviewing or collecting the resulting account.  
You understand that any decision to grant or deny an installment or lease application will be made by DCI or JDCFC in Iowa. You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. You understand that this application may be used for obtaining credit or lease approval for any DCI or JDCFC product. You understand this account is for commercial and government use only. Married applicants can apply for an individual account. You authorize us to share information with our affiliates, disclose financial information about you as described in the credit agreement and further notices and disclosures sent to you, and to send you information by facsimile or other electronic means. You also agree that any notices or disclosures can, at your option, be provided electronically to the last Internet address that you provided us. You further certify that you are authorized to sign on behalf of the applicant.  
\*\*\* This Credit Application consists of two (2) pages. Notice to Applicant is continued on the next page.\*\*\*

<p>X _____ Print and sign application</p>			
Applicant Signature (Required)	_____	Title	_____
		Date	_____
<p>X _____ Print and sign application, Individually</p>			
Primary Owner Signature Individually	_____	Print Name	_____
Required for Corporation, LLC & Partnership in addition to the signature on behalf of the Organizational Applicant above (by signing, such Primary Owner shall be personally liable for all transactions and obligations arising under any John Deere Financial account that may be approved by JDF pursuant to this Application).		Date	_____
<p>X _____ Print and sign application</p>			
Co-Applicant Signature	_____	Title (if business)	_____
	Print Name		Date



# DEALER CHECKLIST



CUSTOMER: Bradford County BOCC

**JOHN DEERE**

INVOICE # 2309      MODEL: 644K      SERIAL NUMBER: 1DW644KZCKF696234

IN PKG    EXECUTED

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> | BEC Credit Package - new customers & current ones that need updating  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | John Deere Credit Application   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Customer Acceptance Form - Always   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Arbitration Agreement - Always  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Beard Equipment Invoice - Always  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | JD P.O. & Delivery Receipt - Always   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Warranty Coverage Sheet - For any sale w/warranty sold<br>(all new machines and any used machines w/remaining warranty or "As Is" sale) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extended Warranty Coverage - when applicable  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Retail Note - when applicable - JD or Outside Finance Company   |
| <input type="checkbox"/>            | <input type="checkbox"/> | AG / Forestry Use Form  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Copy of Current State Issued Photo ID   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Assignment of Insurance Proceeds Check - when applicable  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Proof of Insurance - Applicable when financed   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | JD Link Form  |

SIGNATURE OF SALESMAN: \_\_\_\_\_

SIGNATURE OF SALES CLERK: \_\_\_\_\_

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



**JOHN DEERE**  
FINANCIAL

Advance Lease Payment Invoice

Due Date:	04/30/2019
Total Due:	\$53,585.00
Purchase Order Number:	

<b>Billing Address:</b> BRADFORD COUNTY 945 N TEMPLE AVE STARKE, FL 32091-2110	<b>Updated Billing Information:</b>
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Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Manufacturer	Model	Product ID	Due Date	Payment	Sales/Use Tax	Security Deposit	Total Due At Signing
JOHN DEERE	644KXT	1DW644KZTKF696199	04/30/2019	\$53,585.00	\$0.00	\$0.00	\$53,585.00

<b>Correspondence Only:</b> Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600  Phone: (800) 828-8297 Fax: (800) 254-0020	<b>Remit Checks Payable To:</b> Deere Credit, Inc. Attn: Acct. Dept.- ALP Processing PO Box 6600 Johnston, IA 50131-6600
---	--

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE AGREEMENT DOCUMENTS.

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

Every dishonored check will result in a fee of \$25.00 or an amount not to exceed the highest amount permitted by law.







# JOHN DEERE FINANCIAL

## Automatic Payment Enrollment

**How to Enroll** – There are two easy options available for enrollment:

- Sign up today online by visiting our website at [myjdfaccount.com](http://myjdfaccount.com) , OR
- Complete and sign this authorization form and send to us:
  - Fax – 800-826-9527
  - Email - [JDFCustomerService@JohnDeere.com](mailto:JDFCustomerService@JohnDeere.com)
  - Mail -

John Deere Financial  
ATTN: Payment Specialist  
PO BOX 5327  
Madison, WI 53705

*Please write legibly and provide all information requested.*

**Bank Account Information** - Please see page 2 of the form for instructions.

Name of Financial Institution: \_\_\_\_\_

City & State: \_\_\_\_\_

Name of Person or Entity on Bank Account: \_\_\_\_\_

9 digit Routing / Transit #: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_

Type of Account:  Checking  Savings

John Deere Financial Account Number / App ID #	John Deere Financial Accountholder Name	Accountholder Phone Number	I request automatic payments to begin with my payment starting in the month of:
12838476	BRADFORD COUNTY	904-769-9220	04/30/2019

### JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

\_\_\_\_\_  
Bank Account Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bank Account Owner Phone Number





# JOHN DEERE FINANCIAL

## Sample Personal Check

Joan E. Hancock  
75012 Colson Avenue  
Louisville, Kentucky 40225

1000

PAY TO THE ORDER OF \$

AnyBank USA  
Anywhere, USA

MEMO

⑆044006804⑆ 96013062972⑆ 1000

↑ Routing & Transit Number    ↑ Checking Acct Number    ↑ Check Number

## Sample Business Check

AnyBank, Inc.  
A Division of AnyCorp  
One Anywhere Court  
ANYWHERE USA

The Company  
NAME  
INCORPORATED  
P.O. BOX 84000 - MAIL STATION 0001  
DALLAS, TEXAS 75084

No.02468900

DATE: 01-19-94

AMOUNT: \*\*\*\*\*442.00

⑆02468905⑆ ⑆031400209⑆ 38728556⑆

William B. Wigglesworth

PAY TO THE ORDER OF NAME  
Address  
State Zip

↑ Check Number    ↑ Routing & Transit Number    ↑ Checking Acct Number







**JOHN DEERE**  
FINANCIAL

## Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

### Seller

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

### Purchaser

Name: BRADFORD COUNTY

Address: 945 N TEMPLE AVE, STARKE, FL 32091-2110

ID Number (If Applicable): \_\_\_\_\_

Exemption Number (if applicable): \_\_\_\_\_

#### Description of Item Being Purchased

Quantity	Year	Manufacturer	Equipment Description
1	2019	JOHN DEERE	644K 4WD Loader
1	2019	JOHN DEERE	644K 4WD Loader
1	2019	Tag	4.0 Yd Bucket

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

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

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

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

Telephone Number: \_\_\_\_\_





<b>LESSEE:</b>	BRADFORD COUNTY 945 N TEMPLE AVE, STARKE, FL 32091-2110
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (a) you are not in default; and (b) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date. Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. The Purchase Option for the Equipment listed in the Lease Agreement is \$306,346.95 per Equipment Listed.

<i>The first Lease Payment Due Date is April 30, 2019 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below</i>				
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
5	\$53,585.00	\$0.00	\$53,585.00	April 30, 2019

Signed by Lessee's duly authorized representative on the date shown below.

BRADFORD COUNTY

By:

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
BRAD CARTER, COUNTY MANAGER







**JOHN DEERE  
FINANCIAL**

Physical Damage/Liability Insurance

<b>LESSEE:</b>	BRADFORD COUNTY 945 N TEMPLE AVE, STARKE, FL 32091-2110	
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
<b>LIABILITY INSURANCE</b> on the Lease Agreement will be provided by the following insurance agency:		
Name of Agency:		Phone Number of Agency:
Mailing Address of Agency:		Fax Number of Agency:
<b>PHYSICAL DAMAGE INSURANCE</b> on the Lease Agreement will be provided by the following agency:		
Name of Agency:		Phone Number of Agency:
Mailing Address of Agency:		Fax Number of Agency:
If an insurance certificate is available, in place of the above information, it should be provided to:		
<b>ADDITIONAL INSURED and LOSS PAYEE:</b> Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 <sup>th</sup> St Johnston, IA 50131		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
<b>NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.</b>		

BRADFORD COUNTY

By:

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
BRAD CARTER, COUNTY MANAGER





<b>LESSEE:</b>	BRADFORD COUNTY 945 N TEMPLE AVE, STARKE, FL 32091-2110
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.**

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of this Lease Agreement for further information.

The equipment listed in this Lease Agreement will be reported to the following taxing jurisdiction(s).

<b>945 N TEMPLE AVE</b>			
Street Address			
<b>STARKE</b>	<b>BRADFORD</b>	<b>FL</b>	<b>32091-2110</b>
City	County	State	Zip

**PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:**

Street Address			
City	County	State	Zip

Check here if Sales/Use Tax Exempt  Check here if Property Tax Exempt

Equipment Usage: \_\_\_\_\_  
Percentage of Time: \_\_\_\_\_

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 11 of this Lease Agreement.

**NOTICE TO THE LESSEE – DO NOT SIGN THIS LEASE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS**

BRADFORD COUNTY

By:

(Date Signed)

BRAD CARTER, COUNTY MANAGER







**JOHN DEERE**  
FINANCIAL

Application ID: **12838476**

Version Number: 5

Governmental

**LEASE AGREEMENT**

<u>LESSEE'S NAME AND PHYSICAL ADDRESS</u>			
BRADFORD COUNTY 945 N TEMPLE AVE STARKE, FL 32091-2110	LESSEE'S TAX ID NUMBER **-***0519	LESSEE'S PHONE NO. 904-769-9220	TYPE OF BUSINESS County Government
LESSEE RESIDES IN (County/State) BRADFORD, FL		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER BRAD CARTER - COUNTY MANAGER			

<u>LESSOR'S NAME AND ADDRESS</u>		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945		800-828-8297

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<u>EQUIPMENT LEASED</u>							
Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2019	JOHN DEERE	644K 4WD Loader	1000	\$40.00	STARKE, FL	BRADFORD	No

ADDITIONAL DETAILS			
Product ID	Engine Hour Meter	Asset Level Payment*	Purchase Option Price
1DW644KZTKF696199	8	\$25,782.42	SEE DELIVERY & ACKNOWLEDGMENT

Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2019	JOHN DEERE	644K 4WD Loader	1000	\$40.00	STARKE, FL	BRADFORD	No

ADDITIONAL DETAILS			
Product ID	Engine Hour Meter	Asset Level Payment*	Purchase Option Price
1DW644KZCKF696234	8	\$25,442.94	SEE DELIVERY & ACKNOWLEDGMENT

Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2019	Tag	4.0 Yd Bucket	0	\$0.00	STARKE, FL	BRADFORD	No

ADDITIONAL DETAILS			
Product ID	Engine Hour Meter	Asset Level Payment*	Purchase Option Price
263560-1	0	\$2,359.64	SEE DELIVERY & ACKNOWLEDGMENT

Total Purchase Option Price	SEE DELIVERY & ACKNOWLEDGMENT
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\*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

DOC7000	Settlement Nbr: 12838476	Equipment Type: Construction & Forestry Commercial	Application ID: 12838476	Version Number: 5	04/26/2019 10:18 AM	Page 1 of 6
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Revision Date: 10 March 2019





**LEASE PAYMENTS**

LEASE TERM START DATE: April 30, 2019  
 LEASE TERM END DATE: April 30, 2024

*The first Lease Payment Due Date is SEE DELIVERY & ACKNOWLEDGMENT and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below*

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
SEE DELIVERY & ACKNOWLEDGMENT	SEE DELIVERY & ACKNOWLEDGMENT	SEE DELIVERY & ACKNOWLEDGMENT	SEE DELIVERY & ACKNOWLEDGMENT	SEE DELIVERY & ACKNOWLEDGMENT

**TERMS AND CONDITIONS**

- Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. Upon delivery of the equipment described in this Lease Agreement and your execution of the related Delivery and Acknowledgement certificate, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than \$25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the engine hour meter reading on each Item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that Item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that Item of Equipment for each engine hour in excess of the Engine Hour Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.
- Security Deposit.** If a Security Deposit is indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Ownership; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

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Revision Date: 10 March 2019





6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate"); plus (c) the unamortized amount of our direct costs of originating and administering this Lease Agreement; plus (d) cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 10; plus (e) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Purchase Option.** In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Early Payoff.** In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

10. **Return of Equipment.** If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below ("Excessive Wear and Tear"):

**(a) Mechanical.** (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

**(b) Exterior.** (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of \$200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

**(c) Cab/Operator Platform.** (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

**(d) General.** (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

**(e) Other.** (A) All warranty and PIP ("Product Improvement Program") work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return; (C) The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

**(f) Hour Meter.** For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the engine hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

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**(g) Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our estimate of (i) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (ii) the cost of new tires or tracks multiplied by the difference between (a) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (b) 50%. For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

11. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

12. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY; (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iii) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

13. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

14. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement. This indemnity continues beyond the termination of this Lease Agreement for acts or omissions which occurred during the Lease Term.

15. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

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16. **Governing Law; Jurisdiction; Venue.** THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

You acknowledge and agree that our right to sell the Equipment under this Lease Agreement will be, at our sole discretion, assigned to John Deere Exchange, LLC. Notwithstanding anything above to the contrary, regardless of our assignment of these rights, you acknowledge and agree that all obligations of you and us under this Lease Agreement shall govern the relationship between you and us hereto.

18. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

BRADFORD COUNTY

By:

(Date Signed)

BRAD CARTER, COUNTY MANAGER

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Accepted By: **Deere Credit, Inc. (Lessor)**  
**6400 NW 86th Street, Johnston, IA 50131-6600**

By:

\_\_\_\_\_  
(Date Agreement Signed)

\_\_\_\_\_  
(Authorized Signature)

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BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM : 5 (C)

Report on *Complaint for Injunctive and Declaratory Relief* filed by Joel Price alleging violations of Americans with Disabilities Act with respect to Bradford County's website and request to retain the services of Bell & Roper, P.A. to represent Bradford County in this matter.

DEPARTMENT: County Attorney

PURPOSE:

Many Florida local governments have been sued by Joel Price over alleged violations of the Americans with Disabilities Act with respect to their website. Bradford County was served with a *Complaint for Injunctive and Declaratory Relief* (attached) in one of these cases on April 10, 2019.

Staff submitted a claim with our insurance carrier, Florida Association of Counties Trust (FACT) which was denied (denied).

Bell & Roper is the law firm frequently used by FACT for defense of insurance claims, has represented Bradford County successfully in the past and has significant experience representing Florida counties and cities on these website ADA claims by Mr. Price and others. They have provided a very reasonable proposal for their services in this matter (attached).

ASSOCIATED COST(S): Unknown.

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Staff recommends that the Board approve the engagement of Bell & Roper, P.A. to represent Bradford County in this litigation.

RECOMMENDED MOTION: Motion to approve the engagement of Bell & Roper, P.A. to represent Bradford County in the Joel Price/Website ADA litigation.

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UNITED STATES DISTRICT COURT  
FOR THE  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

SERVED  UNSERV   
DATE RECD APR 08 2019  
By Brad Carter  
PERSON SERVED  
1 10 19  
MONTH DAY YEAR  
TIME 1515  
GORDON SMITH, Sheriff  
Bradford County, Fla.  
By [Signature]  
DEPUTY SHERIFF

JOEL PRICE, )  
)  
Plaintiff, )  
)  
v. )  
)  
BRADFORD COUNTY, FLORIDA, )  
)  
)  
Defendant. )  
\_\_\_\_\_ )

Civil Action No. 3:19-cv-332-J-34JBT

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bradford County, Florida  
c/o: Brad Carter, as County Manager  
945 North Temple Avenue  
Starke, Florida 32091

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

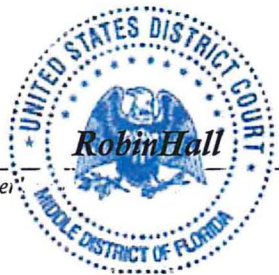
Scott R. Dinin, Esq.  
Law Offices of Scott R. Dinin, P.A.  
4200 NW 7<sup>th</sup> Avenue  
Miami, FL 33127  
Telephone: (786) 431-1333  
E-mail: [inbox@dininlaw.com](mailto:inbox@dininlaw.com)

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: Mar 22, 2019

CLERK OF COURT

\_\_\_\_\_  
Signature of Clerk





**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE CIVIL DIVISION**

CASE NO.

JOEL PRICE,

Plaintiff,

v.

BRADFORD COUNTY, FLORIDA,

Defendant.

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**COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF**

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COMES NOW Plaintiff Joel Price (“Plaintiff), by and through his undersigned counsel, and hereby sues Defendant the Bradford County, Florida (“Defendant”) for declaratory and injunctive relief, attorney’s fees and costs (including, but not limited to, court costs and expert fees) pursuant to Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131 et. seq. (“ADA”) and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (“Section 504”) and alleges as follows:

**INTRODUCTION**

1. “Il n’y a que deux puissances au monde, le sabre et l’esprit : à la longue, le sabre est toujours vaincu par l’esprit<sup>1</sup>”, and one must be informed to understand their peril. Florida began its tradition of openness back in 1909 with the passage of Chapter 119 of the Florida Statutes<sup>2</sup>. This statute requires that any records made or received by any public agency in the course of its official business are available for inspection.

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<sup>1</sup> There are only two powers in the world, the sword and the spirit: in the long run, the sword is always defeated by the spirit. Napoleon Ier (1789-1821)

<sup>2</sup> Public Records Law

2. This is an action under Title II of the Americans with Disabilities Act of 1990 and under Section 505 of the Rehabilitation Act of 1973 through which Section 504 of the Rehabilitation Act of 1973 (“Rehabilitation Act”) is enforced to redress unlawful disability-based practices and to make Plaintiff Joel Price whole.

3. Bradford County (“Defendant”) is a public entity which has provided the website URL [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) as an information portal (“portal” or “website”) to the County of Bradford government for the general public (to anyone who accesses the portal). The general public is able to access Bradford County government’s online content, which constitutes programs, services, and activities. Much of that content is provided in portable document format (“PDF”).

4. In order to meaningfully access PDF documents (also referenced as electronic documents), blind and visually impaired individuals require that electronic documents be saved in an accessible format. Much of the content provided in electronic (PDF) format within Defendant’s Website is not accessible by persons who are visually impaired and who utilize screen readers.

5. Because Defendant’s online electronic document content is not available for persons who are blind or low sighted, Defendant has denied Plaintiff Joel Price access to that electronic (PDF) content. As such, Defendant has denied access to Plaintiff based on Plaintiff’s disability (being low sighted and/or blind). In so doing, Defendant has denied Plaintiff his fundamental right to observe and participate in the democratic process of self-government. A citizen’s right to meaningful participation in the political process and to access publicly available information needed to participate in the process is a fundamental right requiring heightened scrutiny. *Johnny Reininger, Jr. v. State of Oklahoma*, Case No.: 5:16-cv-012141 (November 9, 2017) and *Natl Association of the Deaf (NAD) v State of*



*Florida*, 318 F. Supp. 3d 1338 (S.D. Fla. 2018).

6. Plaintiff brings this action against the Defendant to enforce the requirement of Section 504 of the Rehabilitation Act that a public entity receiving or distributing federal financial assistance (which Defendant receives and distributes each year) must not deny persons with disabilities the benefits of its programs, services and activities.

7. By failing to provide electronic documents in accessible format, Defendant has deprived blind and visually impaired individuals of the benefits of its online content, which benefit is afforded to sighted (non-disabled) individuals. As such, Defendant has increased the sense of isolation and stigma that the ADA and Section 504 were meant to redress for individuals with disabilities.

8. Defendant's denial of much of its publicly available online content to blind and visually impaired individuals violates Section 504 of the Rehabilitation Act and Title II of the ADA.

9. Accordingly, Plaintiff seeks injunctive and declaratory relief to ensure that blind and visually impaired individuals have equal, effective and timely access to Defendant's publicly available online content (consisting of electronic documents).

#### **JURISDICTION AND VENUE**

10. Plaintiff is expressly authorized to bring this action pursuant to Title II of the Americans With Disabilities Act, 42 U.S.C. §§ 12131-12133 ("ADA"), incorporating by reference the remedies, procedures and rights under Sections 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 794, 794(a) ("Section 504"), incorporating the remedies, rights and procedures set forth in §717 of the Civil Rights Act of 1964, including the application of §§ 706(f) through 706(k), 42 U.S.C. § 2000e-5(f)-(k).

11. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331 and

42 U.S.C. § 12188. This Court's jurisdiction is proper under 28 U.S.C. Section 451, 1331, 1337, and 1343.

12. Plaintiff has met all conditions precedent to bring this action.

### **PARTIES**

#### **Joel Price**

13. Plaintiff Joel Price is a veteran of the U.S. Navy, a resident of the State of Florida, and a qualified individual as defined by the ADA

14. Plaintiff is legally blind and a member of a protected class under the ADA, 42 U.S.C. § 12102(1)-(2), the regulations implementing the ADA set forth at 28 C.F.R. §35.108, as Plaintiff is substantially limited in the major life activity of seeing, specifically 28 C.F.R. § 35.108(c)(1).

15. Due to his disabilities, the Plaintiff requires the use and accompaniment of a service animal, as his service animal is a trained seeing-eye dog. Plaintiff's requirement for use of a service animal is defined by 28 C.F.R. §35.104 and Florida Statute §413.08(1)(d).

16. Plaintiff is a qualified and/or otherwise qualified individual with a disability in that Plaintiff is qualified to access Defendant's electronic documents.

17. Due to his disability, the Plaintiff requires that document information be saved in an accessible format such as HTML or an accessible electronic (PDF) format so that he can comprehend (read) that document with screen reader software.

#### **Bradford County, Florida**

18. Defendant Bradford County, Florida is a local government entity, a body corporate and political subdivision of the State of Florida. Bradford County was created in 1858 with its original name as New River County. In 1861 the county was renamed



Bradford County.

19. Chapter 125.01 of the Florida Statutes give the Bradford County Board of County Commissioners the ability to create (through a local public hearing ordinance procedure) local laws<sup>3</sup>. This process is done without having to go to the Florida Legislature to request special legislation to create these laws. The Board of County Commissioners is the governing body of the County. Its members are directly elected by the people of Bradford County. The Board of County Commissioners appoints a County Manager who implements Bradford County policies and laws and manages the governmental agencies and departments of Bradford County. The Board of County Commissioners distributes federal financial assistance through its budgetary and legislative process to Bradford County agencies and departments. No person, agency or department is above the Board of County Commissioners.

20. Since Defendant is a public entity it is subject to Title II of the ADA. 42 U.S.C. § 12131(1).

21. On information and belief, Defendant is also a recipient and distributor of federal funds and as such, is also subject to the requirements of Sections 504 of the Rehabilitation Act of 1973.

#### **GENERAL ALLEGATIONS**

22. Defendant offers a service through [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) (its online portal) where interested persons can obtain pertinent information regarding the government of Bradford County and living and visiting Bradford County. Plaintiff is such an interested person.

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<sup>3</sup> that are not in conflict with or specifically prohibited by state general law or the Florida Constitution

23. Defendant's portal provides pertinent information on living and visiting Bradford County including (but not limited to): a guide to resources and waivers for Hurricane Irma aftermath resources<sup>4</sup>, a published list of items accepted at a county bulk collection site for Bradford County residents<sup>5</sup>, and an organizational chart of Bradford County government departments<sup>6</sup>. These types of documents are made available by Defendant to generally inform the public of the services provided by Defendant; therefore, this type of electronic documents also referenced herein as "electronic service documents."

24. Defendant's portal also has publications which are embedded in PDF (electronic) format. These publications contain information on a variety of Bradford County issues. A few of the publications provided to the public by Defendant include (but are not limited to): a guide to resources and waivers for Hurricane Irma aftermath resources<sup>7</sup> and a handout about outdoor burning requirements, information and advice to prevent against wildfires<sup>8</sup>. These publications are made available by Defendant to generally inform the public of pertinent information when living and visiting Bradford County and of the services provided by Defendant. Therefore, these types of electronic documents (being publications providing a service to the public) are referenced as "electronic service documents."

25. Defendant's Website also contains electronic documents which provide information on Bradford County policies and positions which affect the public directly. A

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<sup>4</sup> <https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/Resources-For-Hurricane-Irma-Aftermath.pdf>

<sup>5</sup> [https://www.bradfordcountyfl.gov/vertical/Sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/Solid\\_Waste\\_Accepted\\_and\\_Not\\_Accepted\\_Items.pdf](https://www.bradfordcountyfl.gov/vertical/Sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/Solid_Waste_Accepted_and_Not_Accepted_Items.pdf)

<sup>6</sup> [https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/Org\\_Chart.pdf](https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/Org_Chart.pdf)

<sup>7</sup> <https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/Resources-For-Hurricane-Irma-Aftermath.pdf>

<sup>8</sup> [https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/KnowTheLaw\\_2016\\_English\\_\(2\).pdf](https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/KnowTheLaw_2016_English_(2).pdf)



sampling of those links to electronic documents (which are also referenced as “electronic policy documents”) is provided herein below:

- Bradford County Land Development Regulations<sup>9</sup>, which links to an electronic pertaining to rules and regulations that guide county land development;
- Bradford County Comprehensive Plan<sup>10</sup>, which links to an electronic document outlining current and future county positions;
- Bradford County Community Wildfire Protection Plan<sup>11</sup>, which link is directly to an electronic document on county preventative measures against wildfire.

26. The Bradford County Commissioner’s meetings make up the bulk of Defendant’s legislative history. The Bradford County Commissioner’s meetings have a direct effect on the lives of citizens in the state. Interested persons can become informed about the effect of the Bradford County Commissioner’s meetings and the resulting policies, budgets, and services online by viewing the electronic documents generated which reflect the decisions made by Bradford County Commissioners through this portal. Interested persons are able to view thousands of documents related to the government of Bradford County (also referenced as “electronic agenda documents”) through this portal. An example of electronic agenda documents includes Bradford County Board of County Commissioners regular meeting minutes for the month of January 2019<sup>12</sup> and County Commissioners regular meeting minutes for the month of February 2019<sup>13</sup>. Through reviewing the agenda documents, interested persons can ascertain what upcoming projects are being negotiated and voted upon, and can find out the direction that Bradford County is

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<sup>9</sup> <https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/BradfordCty-LDR.pdf>

<sup>10</sup> <https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/BradfordCty-CompPlan.pdf>

<sup>11</sup> [https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/BRADFORD\\_CWPP\\_FINAL\\_2015.pdf](https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/BRADFORD_CWPP_FINAL_2015.pdf)

<sup>12</sup> [https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/01-17-19\\_Regular\\_Meeting.pdf](https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/01-17-19_Regular_Meeting.pdf)

<sup>13</sup> [https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/01-07-19\\_Regular\\_Meeting.pdf](https://www.bradfordcountyfl.gov/vertical/sites/%7BC9D8F2D5-DCBD-4D45-8E72-D9739377D7DB%7D/uploads/01-07-19_Regular_Meeting.pdf)

moving related to issues such as hurricane resources, preventing wildfires and legislative policy (affecting the environment, schools, and open spaces).

27. Through perusing the archived agenda documents, interested persons can ascertain what past legislation and projects on which the Bradford County Commissioners have voted regarding important social, growth, and environmental issues which (while voted upon in the past) have a direct effect on current and future events in Bradford County.

28. Defendant's electronic documents contain a plethora of information regarding matters which affect the public directly such as related public works projects, hurricane resource management, and wildfire prevention.

29. Through Defendant's portal, interested persons can read Defendant's electronic documents on demand.

30. However, blind and/or visually impaired persons require screen reader software to read/comprehend (Defendant's) electronic documents.

31. Online "on-demand" viewing of the Defendant's electronic documents is not an option available to persons with vision disabilities due to the fact that those documents are provided solely in a *PDF flat surface* format and do not interface with screen reader software as used by blind and visually impaired individuals. Plaintiff (who is legally blind) is such an interested person.

32. As an active and social Florida resident, Plaintiff is interested in the quality of life, level of environmental concern with particular interest in response to hurricane conditions (preparation and aftermath) and the level of responsiveness to protecting the environment which would make Bradford County a viable visiting and living option. Therefore, Plaintiff is interested in investigating the availability of relief resources, and the resources dedicated to informing the public on how to prepare for and deal with the



aftermath of environmental disasters, as well as the types of preventative measures taken against wildfires in Bradford County.

33. Therefore, in December 2018, Plaintiff visited Defendant's Website with the intent of educating himself about the quality of life and governmental functioning in Bradford County. Plaintiff also wanted to find out more about programs, services and activities available to visitors and residents of Bradford County.

34. Because Defendant's electronic documents are not in an accessible format for the blind and visually impaired and are not provided in accessible HTML or PDF format, Plaintiff was prevented from becoming informed about Bradford County's governmental functioning, policies, programs, services and activities as Defendant offers to the public because of his vision disability. This exclusion resulted in Plaintiff suffering from feelings of segregation, rejection, and isolation as Plaintiff was left excluded from participating in the community services, programs and activities offered by Bradford County in a manner equal to that afforded to others who are not similarly disabled.

35. Due to his inability to comprehend Defendant's electronic documents, on December 19, 2018, Plaintiff wrote a letter to Defendant and informed Defendant that he is legally blind and unable to fully access the electronic documents which Defendant provides to the public with his screen reader software. In that letter, Plaintiff requested Defendant's electronic documents be provided in an accessible format for blind and visually impaired individuals (such as himself). Plaintiff made this request via U.S. mail service. Plaintiff's letter request is attached hereto as Exhibit A.

36. As of the date of this Complaint filing, Defendant has not responded to Plaintiff's request for accommodation.

37. On January 18, 2019, Plaintiff again attempted to access Defendant's electronic

documents, but those electronic documents remained inaccessible as he still could not comprehend them with his screen reader software. It is sufficiently obvious that Plaintiff and others who are blind or low sighted need Defendant to properly save its documents so that they are accessible on demand and permit such persons to benefit from the services, programs and activities.

38. By Defendant's failure to make the electronic documents on its Website accessible, Plaintiff has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish and has been segregated and prohibited from enjoying the programs, services and activities offered by Defendant to the public.

39. Plaintiff continues to desire to participate in the governmental functioning of Bradford County. However, Plaintiff is unable to do so, as he is unable to meaningfully access and comprehend the electronic documents provided by Defendant for the public.

40. Furthermore, Defendant has not provided any other auxiliary aid or service which would assist Plaintiff and/or similarly situated blind or visually impaired constituents to meaningfully access and fully comprehend Defendant's electronic documents in the same manner as Defendant has as made available to the non-disabled public.

41. Because Defendant has not provided its electronic documents in an accessible format for the blind and visually impaired, Plaintiff has been prevented from becoming informed of Bradford County's governmental functioning, policies, programs, services and activities as offered to the public by Defendant because of his vision disability. As such, Plaintiff was left excluded from participating in Bradford County government and the community services, programs and activities offered by Bradford County in a manner equal to that afforded to others who are not similarly disabled.

42. Plaintiff's inability to access Defendant's electronic documents has resulted in



a *virtual barrier* which has impaired, obstructed, hindered, and impeded Plaintiff's ability to become an involved citizen in Bradford County government and learn about the programs, services and activities available to residents to (and visitors of) Bradford County.

43. On information and belief, since December 19, 2018, when Plaintiff first began to attempt to access and learn about Bradford County programs, services, activities and government, Defendant has not made reasonable modifications to its policies and procedures to ensure future compliance with the ADA and/or the Rehabilitation Act. As of this filing, the electronic documents made available by Defendant remain inaccessible to Plaintiff as well as to other blind and visually disabled individuals.

44. Plaintiff continues to desire to become involved in and monitor the Bradford County governmental process. However, Plaintiff is unable to do so, as he is unable to meaningfully access and comprehend the electronic documents provided by Defendant for the public.

45. Plaintiff has concrete plans to read and comprehend (on a weekly basis) the electronic documents supplied by Defendant as a service to the public. However, Plaintiff is prevented from enjoying the programs, services and activities for residents and visitors of Bradford County due to the unlawful barrier created by Defendant's refusal to make its electronic documents accessible for screen reader software as used by the visually impaired.

46. Plaintiff (and others with vision impairments) will suffer continuous and ongoing harm from the Defendant's omissions, policies, and practices regarding its electronic documents unless enjoined by this Court.

47. Defendant has engaged (and continues to engage) in unlawful practices in violation of Title II of the ADA (42 U.S.C. §12132 and Section 504).

48. Defendant's unlawful practices include (but are not limited to) denying Plaintiff (an individual with a disability) the ability to participate in Bradford County government and to participate in the Bradford County community programs, services and activities by failing to provide Plaintiff the ability to study and review Bradford County's electronic documents in the same manner as provided to the sighted public.

49. Defendant is deliberately indifferent to the provisions of the Rehabilitation Act and Title II of the ADA in regard to the unlawful practices described herein because Defendant is aware of the availability of computer programs which allow Defendant to save electronic documents in an accessible format. Despite the ease of providing accessible electronic documents, Defendant has failed to reasonably modify its policies, processes and procedures for the same.

50. As a result of Defendant's actions, Plaintiff has been damaged and has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish.

51. For all of the foregoing, Plaintiff has no adequate remedy at law.

52. Plaintiff has retained Scott Dinin P.A. and J. Courtney Cunningham PLLC as his legal counsel in this action and has agreed to pay a reasonable attorney fee.

#### **COUNT I – VIOLATIONS OF TITLE II OF THE ADA**

53. The broad mandate of the ADA is to provide an equal opportunity for individuals with disabilities to participate in and benefit from all aspects of American civic and economic life and that mandate extends to public entities including Defendant and the documents that Defendant provides to the public (including those documents provided in electronic document format).

54. The Department of Justice guidelines on the application of Title II of the ADA



state:

“[T]he Department has taken the position that title II covers Internet Web site access. Public entities that choose to provide services through web-based applications (e.g., renewing library books or driver's licenses) or that communicate with their constituents or provide information through the Internet must ensure that individuals with disabilities have equal access to such services or information, unless doing so would result in an undue financial and administrative burden or a fundamental alteration in the nature of the programs, services, or activities being offered.” 28 C.F.R. Pt. 35 app. A, page 126.

55. Title II of the ADA mandates that no qualified individual with a disability shall, by reason of such disability, be excluded from full and equal participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity, 42 U.S.C. §12132.

56. Defendant Bradford County is a political subdivision of the State of Florida and a public entity under Title II of the ADA. A public entity includes any instrumentality of a state or local government therefore, Defendant is subject to Title II of the ADA. 42 U.S.C. §12131(1)(b).

57. As a public entity, Defendant must:

a) Provide full and equal enjoyment of its services, programs, and activities in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §12131, *et. seq.*; 28 C.F.R. §35.130(a).

b) Ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals unless the public entity can demonstrate that taking those steps to modify policies, practices, or procedures would fundamentally alter the nature of the service, program, or activity; 28 C.F.R. §35.130(b)(7).

c) Ensure that no individual with a disability is excluded, denied

services, segregated or otherwise treated differently than other individuals unless the public entity can demonstrate that legitimate safety requirements are necessary for safe operation. Any safety requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities; 28 C.F.R. §35.130(h).

58. Defendant's document creation and storage on [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) is a program, service, or activity within the definition of Title II of the ADA. Defendant makes information available in thousands of pages of documents available through its information portal through which the public can access electronic documents.

59. Defendant failed to provide its electronic documents in a format accessible to visually impaired individuals who require screen reader software to comprehend those electronic documents despite the sufficiently obvious need to do so. Therefore, Plaintiff has been effectively denied access to those electronic documents by Defendant.

60. By denying Plaintiff the opportunity to comprehend and benefit from its electronic documents due to Plaintiff's disability (visual impairment), Defendant has denied Plaintiff the opportunity to participate in or benefit from the services, programs or activities afforded to non-disabled persons and persons who are not visually impaired.

61. Providing electronic documents in a format that can be recognized by screen reader software and therefore making those electronic documents accessible to the visually impaired would not result in any undue burden to Defendant.

62. Providing electronic documents in a format that can be recognized by screen reader software thereby making those electronic documents accessible to the visually impaired would not fundamentally change the nature of Defendant's services, programs, or activities.



63. Defendant is required to provide full and equal enjoyment of its services, programs, and activities in the most integrated setting appropriate to people with disabilities. 42 U.S.C. §12131, *et. seq.*; 28 C.F.R. Part 35.

64. As a result of the virtual barriers within the electronic documents provided by Defendant, visually impaired individuals are denied the full and equal access to the services, programs, and activities offered by Bradford County and have been denied participation in the government of Bradford County in a manner equal to that afforded to others; in derogation of Title II of the ADA and Section 504.

65. As a public entity, Defendant may not (directly or through contractual or other arrangements) utilize methods of administration that deny individuals with disabilities access to its services, programs, and activities or that perpetuate the discrimination of another public entity; 28 C.F.R. § 35.130(b)(3).

66. As a public entity and pursuant to Title II, Defendant is required to make reasonable modifications in its policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity; 28 C.F.R. § 35.130(b)(7).

67. Defendant is required to present the electronic documents it provides to the public in an accessible format in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.

68. Defendant's failure to make its electronic documents accessible has impeded Plaintiff from fully accessing the programs, services, and activities of Bradford County as offered to residents and visitors so that they can participate in the services and programs of Bradford County and equal access to Bradford County government as afforded to the public

by Bradford County. By such failure, Defendant has discriminated against the visually impaired.

69. Defendant is blatantly discriminating by its failure to provide accessible electronic documents for blind and visually impaired citizens. Defendant has violated Title II of the ADA in numerous ways, including discriminatory action which occurred when the Defendant failed to maintain policies and procedures to ensure compliance with Title II of the ADA by creating barriers for individuals with disabilities who are visually impaired and who require the assistance of interface with screen reader software to comprehend and access Defendant's electronic documents provided within its Website. These violations are ongoing.

70. As a result of Defendant's inadequate creation, development, and administration of Defendant's electronic documents, Plaintiff is entitled to injunctive relief pursuant to 42 U.S.C. §12133 to remedy the discrimination.

**COUNT II – VIOLATION OF SECTION 504 OF THE REHABILITATION ACT**

71. Plaintiff is legally blind, which substantially limits him in his major life activity of seeing. Therefore, Plaintiff is an otherwise qualified individual with a disability under Section 504 of the Rehabilitation Act.

72. In *Nat'l Ass'n of Deaf v. State*, 318 F.Supp. 3d 1338, 1348 (SD Fla 2018) at \*5 (citing *Cash v. Smith*, 231 F.3d 1301, 1305 (11<sup>th</sup> Cir. 2000) the court found that “[t]he elements of a Title II claim and a section 504 Rehabilitation Act claim are the same,” and can be addressed together.

73. As an otherwise qualified individual, Plaintiff is expressly authorized under Section 505 of the Rehabilitation Act which enforces Section 504 of the Rehabilitation Act, 29 U.S.C. §§ 794 & 794(a), incorporating the remedies, rights and procedures set forth in



Section 717 of the Civil Rights Act of 1964, including the application of §§ 706(f) - (k), 42 U.S.C. §§ 2000e (5)(f) - (k).

74. On information and belief, Defendant is a recipient of federal financial assistance. The Bradford County Board of County Commissioners distributes that federal financial assistance to its agencies and departments through its budgetary and legislative activities. As the distributor of federal financial assistance, all of the operations of Bradford County Board of County Commissioners (including Defendant's online portal) are subject to the Rehabilitation Act as a covered program or activity. 29 U.S.C. §794(b)(1)(B).

75. Congress enacted the Rehabilitation Act in 1973 to enforce the policy of the United States that all programs, projects, and activities receiving federal assistance “. . . be carried out in a manner consistent with the principles of . . . inclusion, integration, and full participation of the individuals [with disabilities].” 29 U.S.C. §701(c)(3).

76. Section 504 of the Rehabilitation Act prohibits recipients of federal funding from discriminating against disabled persons and requires that programs or activities operated by a federally-funded entity be readily accessible to persons with disabilities; see 28 C.F.R. §42.520.

77. For the purposes of Rehabilitation Act claims, the term “program or activity” means all of the operations the entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended, in the case of assistance to a State or local government (29 U.S.C. Section 504, §794(b)(1)(B)).

78. Section 504 of the Rehabilitation Act, 29 U.S.C. §794 requires that no otherwise qualified individual with a disability, on the basis of that disability, be excluded from participation in or be denied the benefit of the services, programs, activities, or to

otherwise be discriminated against.

79. The Rehabilitation Act defines “program or activity” to mean all of the operations of an entity of state or local government which distributes federal financial assistance. As the Bradford County Board of County Commissioners is an entity of state or local government that distributes federal financial assistance, all of the operations of Bradford County are covered under the Rehabilitation Act including Defendant’s creation, storage and providing electronic documents to the public through its Website. For the purposes of this section, the term “program or activity” consists of all of the operations of a distributor of federal financial assistance 29 U.S.C. §794(b)(1)(B)).

80. This denial of access to Defendant’s services, programs and/or activities has subjected Plaintiff to discrimination, excluded Plaintiff from participation in those services, programs and/or activities and denied Plaintiff the benefits of Defendant’s electronic documents.

81. As of this filing, Defendant’s electronic documents within [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) remain inaccessible to persons with screen readers who are blind and/or low sighted but are accessible to persons without vision disabilities.

82. Specifically, as related to violations of Section 504, blind and visually impaired individuals need to comprehend and access the electronic documents which Defendant provides to the public. Yet, Defendant’s electronic documents are not saved in an accessible format which properly interfaces with screen reader software so that blind and visually impaired individuals are able to comprehend those documents.

83. As a distributor of federal funds and pursuant to Section 504 the Defendant may not deny a qualified handicapped person the opportunity to participate in or benefit



from the aid, benefit, or service; 45 CFR §84.4(b)(1)(i).

84. As a distributor of federal funds and pursuant to Section 504 the Defendant may not afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others; 45 CFR §84.4(b)(1)(ii).

85. As a distributor of federal funds and pursuant to Section 504 the Defendant may not provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others; 45 CFR §84.4 (b)(1)(iii).

86. As a distributor of federal funds and pursuant to Section 504 the Defendant may not provide different or separate aid, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others; 45 CFR §84.4 (b)(1)(iv).

87. Plaintiff has been denied the ability to comprehend electronic documents provided by Defendant which would permit Plaintiff to access the programs, services and activities of Bradford County and to participate in the Bradford County government as offered to residents and visitors. As a distributor of federal funds and pursuant to Section 504, Defendant may not otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service; 45 CFR §84.4(b)(1)(vii).

88. As a distributor of federal funds and pursuant to Section 504, Defendant may not (directly or through contractual or other arrangements) utilize criteria or methods of administration (i) that have the effect of subjecting qualified handicapped persons to discrimination on the basis of handicap, (ii) that have the purpose or effect of defeating or

substantially impairing accomplishment of the objectives of the recipient's program or activity with respect to handicapped persons, or (iii) that perpetuate the discrimination of another recipient if both recipients are subject to common administrative control or are agencies of the same State; 45 CFR §84.4(b)(4).

89. As a distributor of federal funds and pursuant to Section 504, Defendant is required to evaluate (with the assistance of interested persons including handicapped persons or organizations representing handicapped persons) its current policies and practices and the effects thereof that do not or may not meet the requirements of this part; 45 CFR §84.6(c)(1)(i).

90. As a distributor of federal funds and pursuant to Section 504, Defendant is required to modify, after consultation with interested persons (including handicapped persons or organizations representing handicapped persons), any policies and practices that fail to meet the requirements of this part; 45 CFR §84.6(c)(1)(ii).

91. As a distributor of federal funds and pursuant to Section 504, Defendant is required to take, after consultation with interested persons (including handicapped persons or organizations representing handicapped persons), appropriate remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; 45 CFR §84.6(c)(1)(iii).

92. As a distributor of federal funds and pursuant to Section 504, Defendant is required to designate at least one person to coordinate its efforts to adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part; 45 CFR §84.7(a) & (b).



93. Defendant has discriminated against Plaintiff (and other individuals with visual impairments) in the unequal provision of the electronic documents on [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) which Defendant provides to the public. As a result, Plaintiff has experienced exclusion, segregation, mental anguish, and humiliation in violation of his civil rights.

94. Defendant's policies, practices and procedures, particularly the actions and omissions described above have violated Plaintiff's rights under Section 504 by discriminating on the basis of a disability.

95. As a public entity, Defendant knows or should know of the 2003 guidelines provided by the Department of Justice related to providing information to the public in accessible format.

96. Defendant has failed to act on the likelihood of harm each time it has augmented or uploaded new documents on [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) without addressing the accessibility of those electronic documents for blind and visually impaired individuals. Thus, Defendant has demonstrated deliberate indifference to Plaintiff's federally protected rights in failing to provide equal access to its services, programs and/or activities for blind and visually impaired individuals.

97. Deliberate indifference plainly requires more than gross negligence *Loeffler v Staten Island Univ. Hosp.*, 582 F.3d 268, 275 (2<sup>nd</sup> Cir. 2009). Deliberate indifference is a deliberate choice *Bozeman v Orum*, 422 F.3d 1265, 1271 (11<sup>th</sup> Cir. 2005).

98. Defendant clearly has made a choice on a daily basis in failing to provide effective communication (vis-a-vie its electronic documents on [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov))

99. Defendant's deliberate choice has demonstrated deliberate indifference (standard) thus showing intentional discrimination.

100. By Defendant's failure to make electronic documents on [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov) accessible or to otherwise respond to Plaintiff's request for accommodation in a meaningful manner (as request was sent via U.S. mail to Defendant on December ) Defendant's actions further reflect Defendant's deliberate indifference to the rights of the Plaintiff based on Plaintiff's disability.

101. While in this instance Plaintiff requested accommodation from Defendant, no request for an accommodation is necessary to plead a claim for failure to accommodate where the need for such an accommodation is obvious. See *Wilson v. Broward Cty.*, No. 04-61068, 2006 WL 8431515, at \*3 (S.D. Fla. Jan. 13, 2006) (denying a motion to dismiss in a Title II case where plaintiff claimed that his need for accommodation was obvious).

102. The ongoing and continuous act of failing to provide effective communication (related to the operation and maintenance of [www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov)) goes beyond gross negligence. Thus, Defendant is in violation of Section 504 of the Rehabilitation Act. See: *Liese v. Indian River County Hosp. Dist.*, 701 F.3d 334, (11<sup>th</sup> Cir. 2012).

103. The standard for deliberate indifference as set forth in *Liese v Indian River County Hospital District*, No. 10-15968 (11<sup>th</sup> Cir. Nov 13, 2012); See: "[D]eliberate indifference defined in the context as occurring when "the defendant knew that harm to a federally protected right was substantially likely and failed to act on that likelihood," the *Liese* court, quoting from *T.W. ex.rel. Wilson v. Sch. Bd of Seminole Cnty., Fla.*, 610 F.3d at 604 (11<sup>th</sup> Cir.2010); accord *Loeffler v. Staten Island Univ. Hosp.*, 582 F.3d 268, 275 (2d Cir.2009); *Barber ex rel. Barber v. Colo. Dep't of Revenue*, 562 F.3d 1222, 1228–29 (10<sup>th</sup> Cir.2009); *Duvall v. Cnty. Of Kitsap*, 260 F.3d 1124, 1139 (9<sup>th</sup> Cir.2001); see Fig. 1



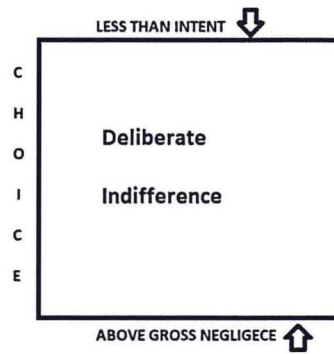


Fig. 1

104. Plaintiff has met the standard for deliberate indifference established in *McCollum v Orlando Reg'l Healthcare Sys., Inc.*, 768 F.3d 1135, 1147 (11th Cir 2014): “a plaintiff must show that the defendant ‘knew that harm to a federally protected right was substantially likely’ and ‘failed to act on that likelihood.’” (emphasis omitted) (quoting *Liese*, 701 F.3d at 344), which standard was instrumental in the 11<sup>th</sup> Circuit Court of Appeals decision in favor of the deaf defendant Harold Crane to find that Palmetto General Hospital had intentionally discriminated against the plaintiff, reversing summary judgment on plaintiff’s claim of ineffective communication during involuntary commitment proceeding under deliberate indifference standard (*Crane v. Lifemark Hosps., Inc.*, 898 F.3d 1130, 1135-36 (11<sup>th</sup> Cir. 2018)).

105. As a result of Defendant's actions, Plaintiff has been damaged and has suffered injuries and shame, humiliation, isolation, segregation, experienced emotional suffering, pain and anguish and has been segregated and prohibited from enjoying the programs, services and activities offered by Bradford County to residents and visitors (through the knowledge gained from its electronic service documents and through participating in the government of Bradford County).

106. An award of monetary damages under Section 504 requires showing of intentional discrimination/deliberate indifference. *Duvall v. County of Kitsap*, 260 F.3d

1124, 1138 (9<sup>th</sup> Cir. 2001). “Deliberate indifference requires both knowledge that a harm to a federally protected right is substantially likely [knowledge that an accommodation is required], and a failure to act upon that likelihood.” *Id.* at 1139; *Lovell v. Chandler*, 303 F.3d 1039, 1056 (9<sup>th</sup> Cir. 2002).

107. Plaintiff is entitled to damages pursuant to Section 504 because of Defendant’s deliberate indifference to the inaccessibility of the electronic documents it provides to the public, despite Plaintiff’s request for accommodation.

108. Plaintiff has been obligated to retain the undersigned counsel for the filing and prosecution of this action. Plaintiff is entitled to have reasonable attorneys’ fees, costs and expenses paid by Defendant Bradford County.

109. For all of the foregoing, Plaintiff has no adequate remedy at law

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Joel Price hereby demands judgment against Defendant Bradford County, Florida including a declaratory judgment, pursuant to Rule 57 of the FRCP stating that the Defendant’s practices, policies, and procedures have subjected Plaintiff to discrimination in violation of Title II of the ADA and Section 504 of the Rehabilitation Act to permanently enjoin Defendant Bradford County, Florida from any practice, policy and/or procedure which will deny Plaintiff equal access to the services, programs and activities offered by Defendant Bradford County to residents and visitors and in participating in the government of Bradford County, as well as:

- 
- a) issue a declaratory judgment that Defendant has violated the Plaintiff’s rights as guaranteed by Title II of the ADA and Section 504 of the Rehabilitation Act;



- b) The Court enter an Order requiring Defendant to update all electronic documents made available to the public to remove barriers in order that individuals with visual disabilities can access the electronic documents to the full extent required by Title II of the ADA and Section 504 of the Rehabilitation Act;
- c) enter an Order pursuant to 42 U.S.C. §12188(a)(2) for permanent injunction which directs Defendant to take all steps necessary to bring the electronic documents which it provides on its electronic media into full compliance with the requirements set forth in the ADA, and its implementing regulations, so that all electronic documents are fully accessible to, and independently usable by, blind and low sighted individuals, and which further directs that the Court shall retain jurisdiction for a period to be determined to ensure that Defendant has adopted and is following an institutional policy that will in fact cause Defendant to remain fully in compliance with the law;
- d) Order Defendant to retain a qualified consultant acceptable to Plaintiff (“Mutually Agreed Upon Consultant”) who shall assist it in improving the accessibility of its electronic documents, so they are accessible to individuals with visual disabilities who require those electronic documents to be in accessible format or provided in HTML format;
- e) Order Defendant to engage a (mutually agreed upon) Consultant to perform an automated accessibility audit on a periodic basis to evaluate whether Defendant’s electronic documents to be accessible to individuals with visual disabilities who require those documents to be in accessible format or provided in HTML format;

- f) award damages in an amount to be determined at trial;
- g) award Plaintiffs' reasonable litigation expenses and attorneys' fees; and
- h) award such other and further relief as it deems necessary, just and proper.

Dated this 21<sup>st</sup> day of March, 2019.

Respectfully submitted:

*s/Scott Dinin*

Scott R. Dinin, Esq.

Scott R. Dinin, P.A.

4200 NW 7<sup>th</sup> Avenue

Miami, Florida 33127

Telephone: (786) 431-1333

Email: [inbox@dininlaw.com](mailto:inbox@dininlaw.com)

*s/Juan Courtney Cunningham*

Juan Courtney Cunningham, Esq.

J. Courtney Cunningham PLLC

8950 SW 74<sup>th</sup> Court, Suite 201

Miami, Florida 33156

Telephone: (305) 351-2014

Email: [cc@cunninghampllc.com](mailto:cc@cunninghampllc.com)

*Counsel for Plaintiff*





## FLORIDA ASSOCIATION OF COUNTIES TRUST

March 12, 2019

Will Sexton, County Attorney  
Bradford County Board of County Commissioners  
945 North Temple Ave.  
Starke, FL 32091

<b>RE:</b>	<b>Our Member:</b>	<b>Bradford County Board of County Commissioners</b>
	<b>Claim #:</b>	<b>GC2019002122-F</b>
	<b>Date of Loss:</b>	<b>March 21, 2019 (approximately)</b>
	<b>Claimant:</b>	<b>Joel Price</b>
	<b>Sent Certified:</b>	<b>91 7199 9991 7037 6573 2918</b>

### COVERAGE DENIAL

Dear Mr. Sexton:

The purpose of this letter is to acknowledge receipt of a civil complaint relating to the above manner, tendered to the Florida Association of Counties Trust (FACT) on or about April 12, 2019. Please allow this letter to serve as FACT's preliminary coverage evaluation of the above-referenced matter. As discussed in further detail below, please be advised that FACT will not afford coverage as the "claim" is not within the forms of coverage provided under the applicable policy.

FACT issued a policy of insurance to Bradford County Board of County Commissioners under policy FACT #9033. The effective policy period for the date of loss, March 21, 2019, is October 1, 2018, expiring on October 1, 2019. To the extent there are any allegations indicating an earlier date of loss, the same policy number would apply to the period of October 1, 2018, to October 1, 2019.

Regarding the Complaint, Joel Price v. Bradford County, Florida, Case No. 3:19-cv-332-J-34JBT, filed in the United States District Court, Middle District, Jacksonville Division, the following policy language indicates the claims made are excluded from the coverage contained in the applicable policy.

As to COUNT I – Violations of Title II of the ADA; which alleges a violation of Mr. Price's protections under Title II of the Americans with Disabilities Act, the following policy terms apply.

**Section F, Exclusions, No. 11** to the FACT GL 1018 (hereinafter "the Coverage Agreement") states that coverage does not apply

[T]o any obligation for which any Member or any carrier as its insurer may be held liable under any social security, workers' compensation, employer's liability, unemployment compensation or disability benefits law, or under any similar law including any Claims under Title II of the Americans with Disabilities Act. **Any judgment or settlement requiring payment of damages pursuant to Title II of the Americans with Disabilities Act is not covered by the policy.**

**Section F, Exclusions, No. 44** to the Coverage Agreement states that coverage does not apply

[T]o any claim for damages not specifically provided for under any of the federal statutes enumerated under civil rights liability in this Coverage Agreement.

**Any judgment or settlement requiring payment of damages pursuant to a federal statute not enumerated under civil rights liability in the Coverage Agreement is not covered by the policy as same is excluded from the policy terms.**

**Section E, Definitions, No. 10**, of the Coverage Agreement defines Civil Rights Liability as

[A] Claim for Damages alleging liability based on violation of Title 42, United States Code, §§1981, 1982, 1983, 1985 and/or 1986, and excluding any Claim for Damages arising from Wrongful Employment Practices Liability or Employee Benefit Program Errors and Omissions Liability.

**Any judgment or settlement requiring payment of damages pursuant to a federal statute other than enumerated under Section E, No. 10, is not be covered by the policy.**

**Section E, Definitions, No. 11** of the Coverage Agreement excludes from the definition of covered damages "punitive or exemplary damages," and "any fees or costs claimed or incurred as a result of a claim or suit."

**Any judgment or settlement requiring punitive, exemplary, or non-compensatory damages is not be covered by the policy.**

**Section F, Exclusions, No. 30, 1.**, of the Coverage Agreement excludes "any claim, demand or action "seeking injunctions, declaratory judgments or extraordinary writs such as certiorari, mandamus, quo warranto or other relief as the only claim or remedy pursued in a Suit and no other covered Claims for Damages."

**Any judgment or settlement requiring injunctive or declaratory relief is not be covered by the policy.**

**Exclusion 35** of the Coverage Agreement excludes "any Claim, Suit or liability for Damages including attorneys' fees, costs or expenses for any Claim or Suit, unless



specifically provided for under the Supplemental Payments provisions of this Coverage Agreement.”

**Any judgment or settlement requiring attorneys’ fees may not be covered by the policy, unless specifically provided for under 42 USC 1988 per the Supplemental Payments provisions of the Trust Agreement.**

**To the extent it is later determined coverage may apply, coverage for any judgment or settlement based on the above causes of action would be limited to an annual aggregate amount of \$1,000,000.00, inclusive of any other similar claims brought by other parties.**

As to COUNT II – Violation of Section 504 of the Rehabilitation Act; which alleges violations of the federal Rehabilitation Act based on the alleged failure to accommodate Mr. Price’s disabilities in a public space based on receipt of federal funding, the following policy terms apply.

**Section F, Exclusions, No. 44** to the Coverage Agreement states that coverage does not apply

[T]o any claim for damages not specifically provided for under any of the federal statutes enumerated under civil rights liability in this Coverage Agreement.

**Any judgment or settlement requiring payment of damages pursuant to a federal statute not enumerated under civil rights liability in the Coverage Agreement is not covered by the policy as same is excluded from the policy terms.**

**Section E, Definitions, No. 10**, of the Coverage Agreement defines Civil Rights Liability as

[A] Claim for Damages alleging liability based on violation of Title 42, United States Code, §§1981, 1982, 1983, 1985 and/or 1986, and excluding any Claim for Damages arising from Wrongful Employment Practices Liability or Employee Benefit Program Errors and Omissions Liability.

**Any judgment or settlement requiring payment of damages pursuant to a federal statute other than enumerated under Section E, No. 10, is not be covered by the policy.**

**Section E, Definitions, No. 11** of the Coverage Agreement excludes from the definition of covered damages “punitive or exemplary damages,” and “any fees or costs claimed or incurred as a result of a claim or suit.”

**Any judgment or settlement requiring punitive, exemplary, or non-compensatory damages is not be covered by the policy.**

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**Exclusion 35** of the Coverage Agreement excludes “any Claim, Suit or liability for Damages including attorneys' fees, costs or expenses for any Claim or Suit, unless specifically provided for under the Supplemental Payments provisions of this Coverage Agreement.”

**Any judgment or settlement requiring attorneys' fees may not be covered by the policy, unless specifically provided for under 42 USC 1988 per the Supplemental Payments provisions of the Trust Agreement.**

**To the extent it is later determined coverage may apply, coverage for any judgment or settlement based on the above causes of action would be limited to an annual aggregate amount of \$1,000,000.00, inclusive of any other similar claims brought by other parties.**

Please note that any failure to quote or refer to any specific policy provision in the body of this letter, or otherwise, shall not be deemed a waiver of those provisions. Of course, there may be other policy provisions, which apply to you; and by discussing the matter set forth above, FACT does not waive reliance on such provisions.

If new information concerning the case should come to your attention, please advise me immediately. If you have any other insurance coverage available to you, which was in effect at the time of this incident, immediately notify that carrier and immediately notify me.

**As a result of this denial of coverage, you have a right to appeal this decision in accordance with the Procedure for Notification and Review of Coverage Denials, a copy of which is attached to this letter. Importantly, you must provide a written request by certified mail to the League/FACT claims office within 15 days of the date of this denial letter seeking review of the coverage denial. Failure to request a review will result in a final binding decision.**

Respectfully,



Donna Cruz, Claim Representative II

Phone: (407) 367-1746

Fax: (407) 425-9378

donnacruz@flcities.com



**Procedure for Notification and Review of Coverage Denials**

1. **Notice of Review Process--Time of Request for Review--Effect of Failure to Request Review.** All formal denials of coverage under the FACT program shall include a notification, approved in form by the FACT Board, of the availability of a review procedure and the action necessary to request such a review. The request for review of denial of coverage must be made by certified mail to the FACT claims service provider within 15 days after the date of receipt of the denial of coverage by the Member. A review of any denial of coverage shall be made only if the Member requests, in writing, such review. If no review of the denial of coverage is requested within the 15 day period, the Member shall be deemed to have consented to the denial of coverage, the FACT Board shall be deemed to have confirmed the denial of coverage, and no further review of the denial of coverage will be undertaken by the FACT Board or the Claims Committee.
2. **Claims Committee as Reviewing Body - FACT Board may Act in Lieu.** Coverage denial reviews shall be made by the Claims Committee acting for and on behalf of the FACT Board. Upon request of the Claims Committee, the FACT Board shall act as the reviewer of any coverage denial in lieu of the Claims Committee. By resolution approved by a majority of the FACT Board prior to any final coverage denial review decision of the Claims Committee, the FACT Board may elect to act as the reviewer of any coverage denial in lieu of the Claims Committee.
3. **Conflict of Interest.** A potential conflict of interest shall be deemed to exist with respect to any Trustee who is an official or employee of a Member whose coverage denial is being reviewed. No FACT Board member with a potential conflict of interest may participate in or be present during any Claims Committee or FACT Board coverage denial review process or meeting nor may that Board member vote on any FACT Board or Committee decision to confirm or reverse any coverage denial.
4. **Response to Review Request.** Upon receipt of a member's written request for review of a coverage denial, the Claims Committee shall acknowledge receipt of the request and shall advise the Member of its intended course of action.
5. **Review Procedure.** The Claims Committee (or FACT Board, as the case may be) shall, from the information available, determine the procedure for review. The review may consist of any or all of the following:
  - a. **Input from FACT claims service provider.** The Claims Committee or individual Claims Committee members may request and accept information and arguments from FACT's claims service provider, including written, telephone and/or personal review and discussion between one or more Claims Committee members and FACT's claims service provider. Additionally, the Claims Committee may request the claims service provider to appear at one or more meetings of the Claims Committee. The Claims Committee may accept such information as it deems relevant to its review.



**FLORIDA ASSOCIATION OF COUNTIES TRUST**

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- b. Input from FACT Member.** The FACT Member requesting review shall, as a condition precedent to the Claim Committee's review of a claim denial, present the Claims Committee with a written summary of the basis of its appeal. The written summary shall be in sufficient detail to present the specific reason(s) the Member feels the coverage denial was incorrect. No review shall proceed until such a written summary is provided. Failure to provide such a summary within 30 days of the initial request for review will be deemed a voluntary withdrawal of the review request. The Claims Committee shall accept such other information as it deems relevant to its review and shall, at its discretion as to format, provide a reasonable opportunity for the Member to present oral testimony.
  - c. Input from Claims Committee or FACT Board Retained Advisors.** The Claims Committee may seek information or input from FACT Board Counsel and/or others the Claims Committee deems potentially useful to it in reviewing the denial of coverage. The Claims Committee may accept such information as it deems relevant to its review.
  - d. Consultation with Reinsurer.** The Claims Committee shall, prior to making a decision on a review of a coverage denial, which decision is likely to directly affect a FACT reinsurer, consult with, or otherwise consider the position of, FACT's reinsurer(s).
  - e. Meetings of the Claims Committee--other Discussions.** The Claims Committee or the FACT Board may meet from time to time to obtain or review information and/or to deliberate on the review of denial of coverage. Such meetings may be by telephone or other communications devices or in person. Nothing herein shall preclude any Claims Committee member from contacting any other Claims Committee member, any other FACT Board Member or anyone else to discuss any part or aspect of the claim with respect to which the coverage has been denied, or any other part or aspect of the coverage denial.
  - f. Basis of Decision.** Each decision on denial of coverage shall be based on the facts of the claim and the applicable FACT coverage document provisions, including, without implied limitation, the underwriting intent of FACT in utilizing the provisions in question.
- 6. Meetings of Claims Committee or FACT Board Closed.** Because of the legally sensitive nature of the questions and information discussed therein, meetings of the Claims Committee or the FACT Board for the purpose of reviewing denials of coverage shall be closed meetings. Only those individuals invited to attend such meetings shall be allowed into such meetings, and they shall be allowed into the meetings only at such time or times during such meetings as the Claims Committee or the FACT Board (as the case may be) shall deem appropriate.
- 7. Decisions--Majority Plus One Required--Notification of Decision.** The Claims Committee or FACT Board, as the case may be, shall, within 30 days after it has received all information requested by it and has met to consider such information, arrive at and record its decision. Such decision may be made at a special or regular



## FLORIDA ASSOCIATION OF COUNTIES TRUST

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meeting or by written consent resolution (which may be executed in person or through the utilization of facsimile or other communication devices). Any Claims Committee or FACT Board member with a potential conflict of interest as described in paragraph 3, above, shall not execute, nor shall his or her signature be required on, any such consent resolution. Such decision may confirm or reverse the original coverage denial determination of the claims service provider or may determine that additional procedures are necessary to make a final decision. Any decision for reversal of a previous finding by the claims service provider shall require a vote of a majority plus one of the Committee Members present and voting, or in the case of a vote by consent resolution, the Committee Members eligible to vote on the issue. The notification of decision shall be sent, by certified mail, to the Member requesting the review with a copy to the FACT claims service provider and to the FACT Board Chairman.

- 8. Decision Appealable--Request for Review.** Any decision of the Claims Committee for review of a coverage denial may be appealed to the FACT Board of Trustees. However, such appeal must be:
- a. Made, in writing, at the specific direction of the Board of County Commissioners of the Member County,
  - b. Mailed to the Chairman of the FACT Board by certified mail postmarked within 30 days of receipt of the notice of decision from the Claims Committee.

If no request for review of the denial of coverage is made in accordance with the above procedure, the Member shall be deemed to have consented to the denial of coverage, the FACT Board shall be deemed to have confirmed the denial of coverage, and no further review of the denial of coverage will be undertaken by the FACT Board.

- 9. FACT Board Decision--Decision Final--No Precedent.** The FACT Board shall, as closely as possible, base its review upon the procedures set forth above for the Claims Committee, but shall not be required to call a special meeting of the Board to review a coverage decision. Responsibility for coordination of the FACT Board review process shall remain with the Claims Committee. The decision of the FACT Board on any review of a coverage denial decision, whether a review of the decision of the FACT claims service provider or of the Claims Committee, shall be final and unappealable. No decision on a denial of coverage shall be precedent for later decisions.
- 10. Sole Right to Interpret or Amend Procedure** The FACT Board shall have the sole right to interpret and apply this coverage review procedure to individual coverage review requests or to amend this coverage review procedure at any time.

## Will Sexton

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**From:** Frank Mari <FMari@bellroperlaw.com>  
**Sent:** Wednesday, April 24, 2019 11:18 AM  
**To:** Will Sexton  
**Cc:** Michael Roper; Pat Hermosa  
**Subject:** Joel Price v. Bradford County

Mr. Sexton,

We'd be happy to assist Bradford County with Joel Price's ADA lawsuit. If the County will be retaining the firm directly, our rates would be \$200/hour for partner-level attorneys and \$180/hour for associate-level attorneys. If you need any additional information, please do not hesitate to contact me and Mr. Roper.

Sincerely,



[www.bellroperlaw.com](http://www.bellroperlaw.com)

**FRANK MARI**

Associate

**Bell & Roper, P.A.**  
2707 East Jefferson Street  
Orlando, FL 32803  
Tel: 407-897-5150  
Fax: 407-897-3332  
[fmari@bellroperlaw.com](mailto:fmari@bellroperlaw.com)

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BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM : 5(D)

Direction to Staff regarding negotiation related to the required updates to Interlocal Agreements with Starke, Lawtey, Hampton and Brooker for the distribution of Local Option Fuel Tax (1-5 Cent and 1-6 Cent) Proceeds.

DEPARTMENT: County Attorney

PURPOSE:

The Florida Department of Revenue requires certain review and update to the interlocal agreements between the Board of County Commissioners and the municipalities within Bradford County regarding the distribution of the proceeds associated with the Local Option Fuel Taxes (1-5 Cent and 1-6 Cent).

The current arrangement is based upon the population breakdown from some time ago. Although the County is not opposed to maintaining the current formula – which is likely beneficial to the municipalities – in order to be compliant with Florida law, we must, at a minimum, update the interlocal agreements – even if the terms do not change.

There is even the possibility for amending the agreements to provide additional benefit to the municipalities.

Staff is seeking authorization to begin the process of discussing and negotiating the interlocal agreements with the four municipalities.

ASSOCIATED COST(S): Unknown

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Staff recommends that the Board authorize Staff to discuss and negotiate revised interlocal agreements with Starke, Lawtey, Hampton and Brooker regarding the distribution of the proceeds associated with the Local Option Fuel Taxes.

RECOMMENDED MOTION: Motion to authorize Staff to discuss and negotiate revised interlocal agreements with Starke, Lawtey, Hampton and Brooker regarding the distribution of the proceeds associated with the Local Option Fuel Taxes.

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**Florida Department of Revenue**  
General Tax Administration

**Jim Zingale**  
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 18, 2019

Bradford County BOCC  
Eddie J. Lewis, County Manager  
945 N. Temple Ave.  
P.O. Box Drawer B  
Starke, FL 32091

Dear Eddie J. Lewis:

Per Chapter 336.025 F.S., the Florida Department of Revenue uses the distribution percentages provided by the county to distribute the proceeds of local option fuel tax between the county and eligible municipalities within the county. If you intend to make any changes to your distribution percentages, please provide us with copy of the new percentages before October 1, 2019.

In addition, please notify us if the Commission is considering any rate adjustments to your local option fuel taxes. Send us a certified copy of any ordinance authorizing a change or levy of local option fuel taxes by July 1, 2019. These changes will have an effective date of January 1, 2020.

If the Commission decides to repeal a tax, the effective end date should be December 31<sup>st</sup> and requires a minimum of a 60-day notice to the Department of such decision. The information that you provide will allow your distributions to continue uninterrupted.

Sincerely,

*Fernando Foyo*

Tax Law Specialist

Revenue Accounting Sub-process

[FDORFuelDistribution@floridarevenue.com](mailto:FDORFuelDistribution@floridarevenue.com)

850-717-7294



## ONE TO FIVE CENT LOCAL OPTION FUEL TAX

### **Distribution of Proceeds:**

The tax proceeds are distributed by the DOR according to the distribution factors determined at the local level by interlocal agreement between the county and municipalities within the county's boundaries. If the interlocal agreement does not provide for automatic adjustments or periodic review of the distribution method by the local government entities, then the parties to the agreement must review and hold public hearings on the terms of the agreement at least every two years. If no interlocal agreement is established, then a local government's distribution is based on the transportation expenditures of that local government for the immediately preceding 5 fiscal years as a proportion of the sum total of such expenditures for the respective county and all municipalities within the county. These proportions are recalculated every 10 years based on the transportation expenditures of the immediately preceding 5 years. This recalculation does not materially or adversely affect the rights of holders of bonds outstanding on July 1, 1986, which are backed by the proceeds. The amounts distributed to the county government and each municipality cannot be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the recalculation date.

## ONE TO SIX CENT LOCAL OPTION FUEL TAX

### **Distribution of Proceeds:**

The tax proceeds are distributed by the Department of Revenue (DOR) according to the distribution factors determined at the local level by interlocal agreement between the county and municipalities within the county's boundaries. If no interlocal agreement has been established, then a local government's distribution is based on the transportation expenditures of that local government for the immediately preceding 5 fiscal years as a proportion of the sum total of such expenditures for the respective county and all municipalities within the county. These proportions are recalculated every 10 years based on the transportation expenditures of the immediately preceding 5 years. This recalculation does not materially or adversely affect the rights of holders of bonds outstanding on July 1, 1986, which are backed by the proceeds. The amounts distributed to the county government and each municipality cannot be reduced below the amount necessary for the payment of principal and interest and reserves for principal and interest as required under the covenants of any bond resolution outstanding on the recalculation date.

If the interlocal agreement does not provide for automatic adjustments or periodic review of the distribution method by the local governmental entities, then the parties to the agreement must review and hold public hearings on the terms of the agreement at least every two years. Additionally, any inland county with a population greater than 500,000 as of July 1, 1996, having an interlocal agreement with one or more of the incorporated areas within the county must utilize the population estimates of local government units as of April 1<sup>st</sup> of each year for dividing the proceeds. This provision applies only to Orange County.

			<b>1988</b>				<b>2018</b>
City of Brooker	432 / 24120	=	1.80%		322 / 24499	=	1.31%
City of Hampton	444 / 24120	=	1.90%		465 / 24499	=	1.90%
City of Lawtey	709 / 24120	=	2.90%		718 / 24499	=	2.93%
City of Starke	5647 / 24120	=	23.40%		5342 / 24499	=	21.85%
Bradford County	1688 / 24120	=	70.00%		17652 / 24499	=	72.01%
			<b>100.00%</b>				<b>100.00%</b>
30 year increase in population = 379.							
Average increase of 12.6 people per year.							



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM (C/A): Consider retroactive approval (approved by Chairman Frank Durrance on 4/15/19) of a RIVER Cost Share Program Application - Water Oak Creek Flood Abatement Project within New River, through Suwannee River Water Management District.

DEPARTMENT: Emergency Management

PURPOSE: Flood Abatement Project

ASSOCIATED COST(S): Total estimated project cost - \$1,350,000.00 (no county match required).

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

7(A)



### RIVER Cost Share Program Application

**\*\* Download and save this form before proceeding\*\***  
Return the form as an attachment, do not scan

#### INSTRUCTIONS FOR USE OF THIS FORM:

This form is designed to assist in submitting a complete application for consideration by the Suwannee River Water Management District (District) for the RIVER Cost Share Program. Detailed guidance on completing this application can be found in the RIVER Funding Guidance Document. All sections of the form must be completed to be considered a complete application. If additional space is needed to fully complete a section, please attach separately. County governments, municipalities, water supply authorities, and other interested public and private entities as determined eligible may submit.

A. BASIC INFORMATION	
A-1	<b>NAME OF ENTITY / ORGANIZATION:</b> Bradford County
	<b>PROJECT NAME</b> (please see below): Water Oak Creek- flood abatement project within New River
A-2	<b>Contact information of project manager or contact person:</b> Lt. Raymond Shuford (District will send correspondence concerning this application ONLY to this person)
	Name/title: Emergency Management Director
	Email address: Raymond_Shuford@bradfordsheriff.org
	Mailing address: P.O Box 400 Starke, FL 32091
	Office Phone: ( 904 ) 966-6910      Mobile Phone: ( 904 ) 626-0626
A-3	<b>Contact information of person with authority to enter into a contractual agreement, if other than project manager or contact person:</b>
	If same as A-2 above, do not complete this section.
	Name/title: Chad A. Rischar / Senior Environmental Scientist, PWS
	Email address: CRischar@drmp.com
	Mailing address: 7525 NW 4th Blvd. Suite 70 Gainesville, FL 32607
Office Phone: ( 352 ) 371-2741      Mobile Phone: ( 352 ) 256-6778	
A-4	<b>In which County (or Counties) is this project physically located?</b>
	<input type="checkbox"/> Alachua <input type="checkbox"/> Baker <input checked="" type="checkbox"/> Bradford <input type="checkbox"/> Columbia <input type="checkbox"/> Dixie <input type="checkbox"/> Gilchrist <input type="checkbox"/> Hamilton <input type="checkbox"/> Jefferson <input type="checkbox"/> Lafayette <input type="checkbox"/> Levy <input type="checkbox"/> Madison <input type="checkbox"/> Putnam <input type="checkbox"/> Suwannee <input type="checkbox"/> Taylor <input type="checkbox"/> Union
A-5	<b>Is this project located in the Water Supply Planning Region</b> (Scoring Criterion #5) (Refer to map at <a href="#">NFRWSP Boundary Map</a> )
	<input type="checkbox"/> North Florida Regional Water Supply Partnership/North Florida Water Initiative
	The NFRWSP link is broken on the District website and the re-direct is not operational.
Project is listed in the NFRWSP? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If yes – Project number from plan <u>NFRWSP Projects for SRWMD</u> Page 38 Goal 2 Strategy 5.	



<b>A-6</b>	<b>Plans and Strategies (Scoring Criterion # 5)</b> <b>a. Is the project located in an area that has an established Total Maximum Daily Load (TMDL) or Basin Management Action Plan (BMAP)? Refer to link below: <a href="#">District Basin Management Action Plan (BMAP) Map</a></b>																																		
	The Project is located in an area that has an established TMDL or BMAP: <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, is the project located in a Priority Focus Area? <input checked="" type="radio"/> Yes <input type="radio"/> No Insert Waterbody Number or Name below:																																		
	TMDL Waterbody: Insert WBID name in space below <b>WBID 3506, 3506A and 3506B</b>	BMAP Waterbody: PFA Waterbody: <b>Lower Santa Fe- Hornsby PFA</b>																																	
	MFL Waterbody: Identify name of Spring(s) that are benefitted <b>Worthington Springs</b>	WBID: Insert Water Body ID # in space below <b>3506A</b>																																	
	Prevention/Recovery Strategy Implemented? <input checked="" type="radio"/> Yes <input type="radio"/> No																																		
	Is the project specifically named in the BMAP identified above? <input checked="" type="radio"/> Yes <input type="radio"/> No <u>BMAP Projects for SRWMD</u>																																		
	Project is in a Priority Focus Area? <input type="radio"/> Yes <input type="radio"/> No If yes, identify below: <input type="checkbox"/> Madison Blue <input type="checkbox"/> Columbia Hornsby Treehouse <input type="checkbox"/> Ichetucknee <input type="checkbox"/> Devils Ear <input type="checkbox"/> Troy Peacock Lafayette Blue Falmouth <input type="checkbox"/> Wacissa <input type="checkbox"/> Fanning Manatee																																		
	Project affects an Outstanding Florida Spring? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, identify below:																																		
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<b>A-7</b>	<b>Is the Applicant a Rural Economic Development Initiative (REDI) Community?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No																																		

B. PROJECT INFORMATION	
B-1	<p><b>PROJECT TYPE</b>  <i>Check only one and provide evidence in Section B-3. Refer to RIVER Guidance</i></p> <p> <input type="checkbox"/> Improve Water Supply    <input type="checkbox"/> Improve Water Quality    <input type="checkbox"/> Natural Systems (Habitat Protection)  <input checked="" type="checkbox"/> Flood Protection </p>
B-2	<p><b>PROJECT DESCRIPTION (Scoring Criterion #1)</b></p> <p><b>a. Description</b>  <i>Clearly describe the project, e.g. what is being constructed or what is the program to be implemented (attach supporting documentation if necessary)?</i></p> <p>Substantial tree debris has accumulated in Water Oak Creek which impedes the historic hydraulics, contributes to regional flooding, and alters the natural systems by frequent flooding of adjacent uplands. Furthermore, tree debris damages infrastructure, including bridges, culverts, and drainage structures. The tree debris impediments also result in bank de-stabilization, sediment transport, and alterations to the downstream basin. The project seeks to remove accumulated tree debris completely from the floodplain and restore drainage capacity. The project does not include the removal of living trees and other vegetation. The proposed project would improve water quality by limiting <span style="float: right;">+</span></p> <p><b>b. Measures of Success</b>  <i>Describe how you will measure the effectiveness of your project.</i></p> <p>The best metric for evaluating the efficacy of the proposed project is relating the NWI map and FEMA flood maps to the project area. Specifically, the tons of debris removed will be quantified in project reports. De-stabilized creek bank slopes will also be quantified during the project phasing. Debris removal should consider the after effects such as river bank erosion, downstream sediment transport, water quality, and the inherent benefit to water supply as a result of restored hydraulics. Please review the attached narrative for additional context and details.</p> <p><b>c. Is this project multi-phased or part of a larger overall effort? If so, describe the larger project.</b>  The proposed project is a phased approach- initiating downstream and working upstream. Please refer to Figure 4 for project phasing. The New River Watershed is a unique system with vast effects to real estate and flooding potential. The proposed project serves a rural community that has not been appropriated direct flood abatement funding in decades. The proposed project will diminish the propensity, frequency, and duration of flooding substantially. The Sampson River and Alligator Creek flood abatement project is an exemplary example of the proposed project benefits and critical pathways to success.</p>



	<p><b>d. Describe the location, include a map showing project boundaries.</b> Please refer to the included figures for context and project details.</p>
	<p>e. <input type="checkbox"/> Project has been identified in a water audit  f. <input type="checkbox"/> Project has been identified in a waste water audit  g. <input type="checkbox"/> Project is part of a comprehensive plan  <b>Attach a copy of the plan summary if applicable</b></p>
	<p><b>Coordinates for the project (use centroid for large areas):</b> Latitude: Longitude:  (Example format Latitude: 30.28227 Longitude: -82.95493) 30.0285750 -082.2498306</p>
<p><b>B-3</b></p>	<p><b>BENEFITS TO Regional Effectiveness &amp; Core Missions (Scoring Criterion #4)</b>  Describe the benefit to one (or more) of the SRWMD Missions (Improve Water Quantity, Improve Water Quality, and/or Restore Natural Systems (Protection of Habitat), Flood Protection. Indicate which is the primary mission benefit. Attach separate pages if necessary. Be sure to refer to the Funding Guidance Manual for additional pertinent information –</p> <p><b>Primary benefit:</b>  The primary project benefit is flood protection. The project will also accomplish several more SRMWD missions including water quantity and quantity improvements and the restoration of natural systems. Accumulated tree debris and vegetated dams through the river system results in prolonged flooding events, shoreline erosion, and sediment transport. During severe and sustained flooding events, upland habitats can degrade ecologically.</p> <p>Please refer to the supplementary narrative for additional context and details.</p>

	<p><b>Secondary benefit(s) (if applicable):</b></p> <p>The ultimate opportunity is to serve property owners by funding a project that will provide flood relief and reduce real property damage. Furthermore, the completed project would alleviate natural resource issues associated with brief and prolonged flooded conditions. Similar to other surface water features in this region, Water Oak Creek is a flashy system with drastic water level peaks during the normal wet season and after major storm events. The floodplain and parcels along the creek routinely experience flooding, which negatively impairs the transportation network, creates hazards for local authorities, and frequently results in real property damage to residential properties. Although the floodplain naturally serves as water storage, tree debris obstructions have impaired the historic drainage capacity. Major storm events, such as tropical storms and hurricanes, create prolonged flooded conditions, which are exacerbated by tree debris obstructions throughout Water Oak Creek.</p> <p>Regarding real property damage and impacts to health and human safety, Figure 5 clearly depicts the parcels that Water Oak Creek intersects. 104 parcels are highlighted on Figure 5 which total 4,928 acres with a combined just property value of more than 26M.</p>												
B-4	<p><b>If the Project is for Water Resource Development or Alternative Water Supply Development identify the source water (check all that apply):</b></p> <p><input type="checkbox"/> Fresh Groundwater</p> <p><input type="checkbox"/> Brackish Groundwater</p> <p><input type="checkbox"/> Stormwater</p> <p><input type="checkbox"/> Reclaimed Water</p> <p><input checked="" type="checkbox"/> Surface Water: Identify surface water body: <u>New River</u></p> <p><input type="checkbox"/> Brackish Surface Water: Identify surface water body: _____</p> <p><input type="checkbox"/> Other: Identify Source: _____</p>												
B-5	<p><b>Permit Information:</b>  <i>If the applicant has a Permit and/or an Environmental Resource Permit for the project site, provide the following:</i></p> <table border="1" data-bbox="284 1381 1510 1621"> <thead> <tr> <th data-bbox="284 1381 711 1455">Permit Agency/Type:</th> <th data-bbox="711 1381 1084 1455">Permit #</th> <th data-bbox="1084 1381 1510 1455">Expiration date/Compliant (yes / no)</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 1455 711 1507">N/A</td> <td data-bbox="711 1455 1084 1507"></td> <td data-bbox="1084 1455 1510 1507"></td> </tr> <tr> <td data-bbox="284 1507 711 1560"></td> <td data-bbox="711 1507 1084 1560"></td> <td data-bbox="1084 1507 1510 1560"></td> </tr> <tr> <td data-bbox="284 1560 711 1621"></td> <td data-bbox="711 1560 1084 1621"></td> <td data-bbox="1084 1560 1510 1621"></td> </tr> </tbody> </table>	Permit Agency/Type:	Permit #	Expiration date/Compliant (yes / no)	N/A								
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B-6	<b>a. Project Readiness (Scoring Criterion #2):</b> Check all that apply and supply requested dates (month/day/year) and attach a detailed project schedule.						
			Current % Complete		Conceptual Plan and Project Phasing		
	<input checked="" type="checkbox"/>	Planning	20	%	Start Date:	Day 10	Completion Date: Day 60
	<input checked="" type="checkbox"/>	Design	20	%	Start Date:	Day 10	Completion Date: Day 61
	<input type="checkbox"/>	Land Acquisition		%	Start Date:		Completion Date:
	<input checked="" type="checkbox"/>	Permitting	0	%	Start Date:	Day 10	Completion Date: Day 95
	<input checked="" type="checkbox"/>	Bidding	0	%	Start Date:	Day 95	Completion Date: Day 125
	<input checked="" type="checkbox"/>	Construction			Start Date:	Day 160	Completion Date: Day 340
	<input type="checkbox"/>	Future Phases			Start Date:		Completion Date:
	<input type="checkbox"/>	Other			Start Date:		Completion Date:
<p>Include documentation that demonstrates that the project start date is realistic (e.g. critical milestones, commission approval dates, procurement timeline, land acquisition, permitting etc.). Indicate what permits are required.</p>							
<p><b>b. Local Government / Public Support:</b> Describe the public support for your project (meetings attended, community workshops, presentations to councils, notification in newsletters, etc.). If your project requires participation from certain communities or homeowners, provide a description of methods used to ensure participation in your project. Provide the percentage of participation that can be documented at the time of the application.</p> <p>The overwhelming majority of residents within the New River Watershed have experienced flooding during and after major storm events. Residents have vocalized flooding issues in Bradford County Commission meetings on several occasions. Right of Entries will be attained from property owners for ingress/egress on an as-needed basis. Due to the nature of tree debris removal projects, the majority of work will occur within the immediate water course and within creek banks.</p>							
B-7	<p>Applicant has identified all required permits necessary for project construction and has indicated whether any property needed is under its ownership or control. Applicant initial here: RS</p>						

**C. PROJECT COST INFORMATION**

C-1	<p><b>a. Breakdown of project cost (provide details in separate attachment)</b>  <i>Attach a table or spreadsheet with detailed project costs for each task or segment of the project. The table should detail all project costs. Indicate at the end of the table/spreadsheet, a cost effectiveness evaluation as described below.</i></p>		
	A. Total estimated project cost: (includes capital, construction, land acquisition, planning, permitting & design costs, contingency)	1,350,000 \$	
	B. Construction costs: \$1,150,000	Year 1 1,150,000 \$	Year 2 N/A \$
	C. Cost-share amount requested:	\$ 1,350,000	
	D. Estimated Applicant's Annual Operation & Maintenance Costs:	\$ 25,000 for semi-annual inspections and	
	E. Estimated Service life of components:	5 years	
<p><b>c. Funding Sources:</b> <i>Identify any other outside sources of funding including State or Federal appropriations or grant monies, municipal bonds. Identify source and status of applicant funding.</i></p> <p>Additional sources of funding will be sought</p> <p><i>The District would like to recognize in-kind financial contributions for REDI communities requesting 100% funding of the project costs. Describe your in-kind contribution and estimate the monetary value of that contribution. This will not affect your score or ranking.</i></p> <p>Bradford County is a REDI community</p>			
<p><b>d. Project partners:</b> <i>Check one below and if multi-jurisdictional include the percent of funding to be contributed by each partner.</i></p> <p><input checked="" type="checkbox"/> Single entity</p> <p><input type="checkbox"/> Multi-jurisdictional (attach copy of partnership agreement or memorandum of understanding, if available, and includes status of agreement). Identify other partners:</p> <p>Additional funding will be sought from partners if the District agrees to fund the proposed project. If the project is not fully funded, certain phases of Water Oak could be removed of tree debris and additional funding/partnership opportunities sought</p>			



C-2	<p><b>Quantification of Project Benefits: quantify benefits for Septic to Sewer projects, Flood Protection Projects and projects benefiting MFL water bodies using the information provided below per the project. For water quality projects accepted engineering methods may be used to estimate benefits however, backup information showing those calculations must be provided. If the project is a project listed within a BMAP provide the credited nutrient reduction value associated with the project within the BMAP. For consistency in applications, use of the SPRINGS guidance is recommended. Provide calculation of quantified benefit for Water Supply/ Conservation Projects, Water Quality Projects and Natural Systems Projects. Show all work and include assumptions.</b></p>		
	<table border="1"> <tr> <td data-bbox="298 464 914 947"> <p><b>For Water Supply/Conservation Projects:</b>  <u>unk</u> MGD conserved/alternative water supplied</p> <p><b>For Water Quality Projects:</b>  <u>N/A</u> Lbs/year TN removed/reduced annually  <u>N/A</u> Lbs/year TP removed/reduced annually  <u>unk</u> Lbs/year Sediment removed/reduced annually</p> <p><b>For Flood Protection projects:</b>  <u>35.7</u> Acres protected from flooding</p> <p>Annual Exceedance probability -  As is: 1/____years  After implementation: 1/____years</p> </td> <td data-bbox="919 464 1503 947"> <p><b>For Natural Systems projects:</b>  <u>992</u> Acres Wetlands Restored/Enhanced</p> <p><u>unk</u> Acres Uplands Restored/Enhanced</p> <p><u>77,06</u> Linear feet of shoreline Restored/Enhanced</p> <p><b>For projects benefiting MFL waterbodies:</b>  <u>unk</u> MGD of water withdrawn or recharged</p> <p><u>unk</u> MGD of alternative source to offset withdrawals.</p> </td> </tr> </table>	<p><b>For Water Supply/Conservation Projects:</b>  <u>unk</u> MGD conserved/alternative water supplied</p> <p><b>For Water Quality Projects:</b>  <u>N/A</u> Lbs/year TN removed/reduced annually  <u>N/A</u> Lbs/year TP removed/reduced annually  <u>unk</u> Lbs/year Sediment removed/reduced annually</p> <p><b>For Flood Protection projects:</b>  <u>35.7</u> Acres protected from flooding</p> <p>Annual Exceedance probability -  As is: 1/____years  After implementation: 1/____years</p>	<p><b>For Natural Systems projects:</b>  <u>992</u> Acres Wetlands Restored/Enhanced</p> <p><u>unk</u> Acres Uplands Restored/Enhanced</p> <p><u>77,06</u> Linear feet of shoreline Restored/Enhanced</p> <p><b>For projects benefiting MFL waterbodies:</b>  <u>unk</u> MGD of water withdrawn or recharged</p> <p><u>unk</u> MGD of alternative source to offset withdrawals.</p>
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C-3	<p><b>Cost Effectiveness (Scoring Criterion #3) (complete for all that apply)</b>  For Water Supply and Water Conservation projects, and for Water Quality projects, please attach the Cost Effectiveness Calculator (as provided on website) and appropriate supporting documentation. For Water Quality, Flood Protection, and Natural Systems projects, please provide methodology used and additional supporting documentation, including, for Water Supply and Water Quality projects, the cost effectiveness calculator.</p> <p>Water Supply: _____ cost per 1000 gallons made available</p> <p>Water Conservation: _____ cost per 1000 gallons conserved</p> <p>Water Quality (TN): _____ cost per lb TN</p> <p>Water Quality (TP) _____ cost per lb TP</p> <p>Water Quality (Sediment) _____ cost per lb Sediment</p> <p>Flood Protection: <u>\$37.8</u> Benefit/Cost ratio</p> <p>Natural Systems: <u>\$1,36</u> cost per acre</p> <p>Natural Systems: <u>\$17.5</u> cost per linear feet shoreline</p>		
<p><b>Provide the required attachments: project map, construction schedule/timeline, project cost table or spreadsheet, and cost effectiveness calculator; plus, additional information required for your specific project type in accordance with the RIVER Funding Program Guidance.</b></p>			

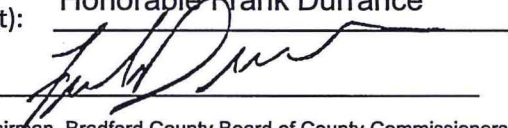
## Application Checklist

- All sections of the application are filled in completely or marked "N/A"
- Detailed project schedule
- Project phasing information (if applicable)
- Detailed project cost breakdown
- Calculations for quantification of project benefits
- Cost effectiveness calculations and a copy of the cost effectiveness calculator for water supply/water conservation or water quality projects
- Applicant has identified all required permits necessary for project construction
- Application is digitally signed and dated

---

I certify that all information on this form and the attached document(s),  
if applicable, is true and correct.

***Signature of the person with authority to enter into a contractual agreement.***

Name (print): Honorable Frank Durrance  
Signature:   
Title: Chairman, Bradford County Board of County Commissioners  
Date: April 15, 2019

Email [Projects@SRWMD.org](mailto:Projects@SRWMD.org) with the project name in the subject line and include all documents as attachments

Example:

To... [Projects@SRWMD.org](mailto:Projects@SRWMD.org)

Subject: RIVER project for XXX (name of your choice)

Attachments:

---

RIVER cost share application .pdf; (version1 dated 1.31.2019)  
Cost effectiveness calculator.xls;  
project map.pdf;  
other supporting documents

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BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM (B): Consider retroactive approval (approved by Chairman Frank Durrance on 4/15/19) of a RIVER Cost Share Program Application – Alligator Creek Water Quality Improvement Project, through Suwannee River Water Management District.

DEPARTMENT: Emergency Management

PURPOSE: Flood Abatement Project

ASSOCIATED COST(S): Total estimated project cost - \$150,000.00 (no county match required).

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



## RIVER Cost Share Program Application

**\*\* Download and save this form before proceeding\*\***

*Return the form as an attachment, do not scan*

### INSTRUCTIONS FOR USE OF THIS FORM:

This form is designed to assist in submitting a complete application for consideration by the Suwannee River Water Management District (District) for the RIVER Cost Share Program. Detailed guidance on completing this application can be found in the RIVER Funding Guidance Document. All sections of the form must be completed to be considered a complete application. If additional space is needed to fully complete a section, please attach separately. County governments, municipalities, water supply authorities, and other interested public and private entities as determined eligible may submit.

A. BASIC INFORMATION	
<b>A-1</b>	<b>NAME OF ENTITY / ORGANIZATION:</b> Bradford County <b>PROJECT NAME</b> <i>(please see below):</i> Alligator Creek- Trash Trap
<b>A-2</b>	<b>Contact information of project manager or contact person:</b> Lt. Raymond Shuford <i>(District will send correspondence concerning this application ONLY to this person)</i> Name/title: Emergency Management Director Email address: Raymond_Shuford@bradfordsheriff.org Mailing address: P.O Box 400 Starke, FL 32091 Office Phone: ( 904 ) 966-6910      Mobile Phone: ( 904 ) 626-0626
<b>A-3</b>	<b>Contact information of person with authority to enter into a contractual agreement, if other than project manager or contact person:</b> If same as A-2 above, do not complete this section. Name/title: Chad A. Rischar / Senior Environmental Scientist, PWS Email address: CRischar@drmp.com Mailing address: 7525 NW 4th Blvd. Suite 70 Gainesville, FL 32607 Office Phone: ( 352 ) 371-2741      Mobile Phone: ( 352 ) 256-6778
<b>A-4</b>	<b>In which County (or Counties) is this project physically located?</b> <input type="checkbox"/> Alachua <input type="checkbox"/> Baker <input checked="" type="checkbox"/> Bradford <input type="checkbox"/> Columbia <input type="checkbox"/> Dixie <input type="checkbox"/> Gilchrist <input type="checkbox"/> Hamilton <input type="checkbox"/> Jefferson <input type="checkbox"/> Lafayette <input type="checkbox"/> Levy <input type="checkbox"/> Madison <input type="checkbox"/> Putnam <input type="checkbox"/> Suwannee <input type="checkbox"/> Taylor <input type="checkbox"/> Union
<b>A-5</b>	<b>Is this project located in the Water Supply Planning Region</b> <i>(Scoring Criterion #5)</i> <i>(Refer to map at NFRWSP Boundary Map )</i> <input type="checkbox"/> North Florida Regional Water Supply Partnership/North Florida Water Initiative The NFRWSP link is broken on the District website and the re-direct is not operational. Project is listed in the NFRWSP? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes – Project number from plan <u>NFRWSP Projects for SRWMD</u>



**A-6 Plans and Strategies (Scoring Criterion # 5)**

a. Is the project located in an area that has an established Total Maximum Daily Load (TMDL) or Basin Management Action Plan (BMAP)? Refer to link below: [District Basin Management Action Plan \(BMAP\) Map](#)

The Project is located in an area that has an established TMDL or BMAP:  Yes  No  
 If yes, is the project located in a Priority Focus Area?  Yes  No  
 Insert Waterbody Number or Name below:

TMDL Waterbody: Insert WBID name in space below 3598C	BMAP Waterbody: PFA Waterbody: Alligator Creek
MFL Waterbody: Identify name of Spring(s) that are benefitted Worthington Springs	WBID: Insert Water Body ID # in space below 3598C

Prevention/Recovery Strategy Implemented?  Yes  No

Is the project specifically named in the BMAP identified above?  Yes  No  
[BMAP Projects for SRWMD](#)

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Project is in a Priority Focus Area?  Yes  No  
 If yes, identify below:

Madison Blue     Columbia Hornsby Treehouse     Ichetucknee     Devils Ear  
 Troy Peacock Lafayette Blue Falmouth     Wacissa     Fanning Manatee

---

Project affects an Outstanding Florida Spring?  Yes  No  
 If yes, identify below:

<input type="checkbox"/> Columbia Spring	<input type="checkbox"/> Devils Ear Spring	<input type="checkbox"/> Falmouth Spring
<input type="checkbox"/> Fanning Spring	<input type="checkbox"/> Hornsby Spring	<input type="checkbox"/> Ichetucknee Group
<input type="checkbox"/> Lafayette Blue	<input type="checkbox"/> Madison Blue	<input type="checkbox"/> Manatee Spring
<input type="checkbox"/> Peacock Springs Group	<input type="checkbox"/> Poe Spring	<input type="checkbox"/> Treehouse Spring
<input type="checkbox"/> Troy Spring	<input type="checkbox"/> Wacissa River	

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Is project listed in any of the following plans?

Plan Name	In Plan	Supports Plan	Name or ID Number
SWIM	<input type="checkbox"/>	<input type="checkbox"/>	
Florida Forever	<input type="checkbox"/>	<input type="checkbox"/>	
Santa Fe BMAP (SAFE)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Suwannee BMAP (SUWA)	<input type="checkbox"/>	<input type="checkbox"/>	
Wacissa BMAP (WACI)	<input type="checkbox"/>	<input type="checkbox"/>	
Strategic Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Recovery or Prevention Strategy	<input type="checkbox"/>	<input type="checkbox"/>	

---

**A-7**

Is the Applicant a Rural Economic Development Initiative (REDI) Community?  Yes  No

B. PROJECT INFORMATION	
B-1	<p><b>PROJECT TYPE</b>  <i>Check only one and provide evidence in Section B-3. Refer to RIVER Guidance</i></p> <p> <input type="checkbox"/> Improve Water Supply    <input checked="" type="checkbox"/> Improve Water Quality    <input type="checkbox"/> Natural Systems (Habitat Protection)  <input type="checkbox"/> Flood Protection </p>
B-2	<p><b>PROJECT DESCRIPTION (Scoring Criterion #1)</b></p> <p><b>a. Description</b>  <i>Clearly describe the project, e.g. what is being constructed or what is the program to be implemented (attach supporting documentation if necessary)?</i></p> <p>Substantial floating garbage and trash accumulates in Alligator Creek and ultimately migrates downstream. The installation and maintenance of a trash trap will significantly reduce waste from migrating downstream. The specific location of the proposed trash trap collection system has been vetted based on the ability of the County to maintain the proposed system.</p> <hr/> <p><b>b. Measures of Success</b>  <i>Describe how you will measure the effectiveness of your project.</i></p> <p>The best metric for evaluating the efficacy of the proposed project is documenting the pounds of debris collected on an annual basis and providing annual reports to the District. Annual reports would include a spreadsheet detailing the pounds/tons of debris removed from Alligator Creek at this location.</p> <p>Garbage that enters Alligator Creek and migrates downstream is harmful to functions provided to fish and wildlife. Furthermore, waste items degrade water quality functions and result in accumulated material clogging downstream structures.</p> <hr/> <p><b>c. Is this project multi-phased or part of a larger overall effort? If so, describe the larger project.</b></p> <p>The project is multi-phased. Phase 1 includes design and permitting of the trash trap, Phase 2 is construction of the proposed collection system. Phase 3 is the monthly maintenance and removal of the collected debris.</p>



	<p><b>d. Describe the location, include a map showing project boundaries.</b> Please refer to the included figures for context and project details.</p>
	<p>e. <input type="checkbox"/> Project has been identified in a water audit  f. <input type="checkbox"/> Project has been identified in a waste water audit  g. <input checked="" type="checkbox"/> Project is part of a comprehensive plan  Attach a copy of the plan summary if applicable</p>
	<p><b>Coordinates for the project (use centroid for large areas):</b> Latitude: Longitude:  (Example format Latitude: 30.28227 Longitude: -82.95493) 29.93611111 -082.11055556</p>
<p><b>B-3</b></p>	<p><b>BENEFITS TO Regional Effectiveness &amp; Core Missions (Scoring Criterion #4)</b>  Describe the benefit to one (or more) of the SRWMD Missions (Improve Water Quantity, Improve Water Quality, and/or Restore Natural Systems (Protection of Habitat), Flood Protection. Indicate which is the primary mission benefit. Attach separate pages if necessary. Be sure to refer to the Funding Guidance Manual for additional pertinent information –</p> <p><b>Primary benefit:</b>  This project will accomplish several tenets of the RIVER cost share by removing substantial trash debris from the Alligator Creek system and increasing downstream water quantity. Furthermore, the proposed project will reduce waste that accumulates in the Edward’s Bottomland Mitigation Area and downstream.</p> <p>Please refer to the supplementary narrative for additional context, photographs, and details.</p>

	<p><b>Secondary benefit(s) (if applicable):</b></p> <p>The ultimate gain is very tangible and can be documented through tons of debris removed and properly disposed of annually. Photographic evidence in addition to project metrics would be included throughout the project phases. This project supports the District's core mission statement and clearly aligns with the District's 2018-2022 Strategic Plan. In addition to water quality metrics, Bradford County is a REDI community, and would have lasting effects to the surrounding natural systems. The operation and maintenance of the trash trap would be the responsibility of the Bradford County.</p>														
<p><b>B-4</b></p>	<p><b>If the Project is for Water Resource Development or Alternative Water Supply Development identify the source water (check all that apply):</b></p> <p><input type="checkbox"/> Fresh Groundwater</p> <p><input type="checkbox"/> Brackish Groundwater</p> <p><input type="checkbox"/> Stormwater</p> <p><input type="checkbox"/> Reclaimed Water</p> <p><input checked="" type="checkbox"/> Surface Water: Identify surface water body: <u>Alligator Creek</u></p> <p><input type="checkbox"/> Brackish Surface Water: Identify surface water body: _____</p> <p><input type="checkbox"/> Other: Identify Source: _____</p>														
<p><b>B-5</b></p>	<p><b>Permit Information:</b>  <i>If the applicant has a Permit and/or an Environmental Resource Permit for the project site, provide the following:</i></p> <table border="1" data-bbox="305 1381 1507 1617"> <thead> <tr> <th data-bbox="305 1381 721 1451">Permit Agency/Type:</th> <th data-bbox="721 1381 1092 1451">Permit #</th> <th data-bbox="1092 1381 1507 1451">Expiration date/Compliant (yes / no)</th> </tr> </thead> <tbody> <tr> <td data-bbox="305 1451 721 1501">N/A</td> <td data-bbox="721 1451 1092 1501"></td> <td data-bbox="1092 1451 1507 1501"></td> </tr> <tr> <td data-bbox="305 1501 721 1554"></td> <td data-bbox="721 1501 1092 1554"></td> <td data-bbox="1092 1501 1507 1554"></td> </tr> <tr> <td data-bbox="305 1554 721 1617"></td> <td data-bbox="721 1554 1092 1617"></td> <td data-bbox="1092 1554 1507 1617"></td> </tr> </tbody> </table>			Permit Agency/Type:	Permit #	Expiration date/Compliant (yes / no)	N/A								
Permit Agency/Type:	Permit #	Expiration date/Compliant (yes / no)													
N/A															



B-6	<b>a. Project Readiness (Scoring Criterion #2):</b> Check all that apply and supply requested dates (month/day/year) and attach a detailed project schedule.							
			Current % Complete		Conceptual Plan and Project Phasing			
	<input checked="" type="checkbox"/>	Planning	10	%	Start Date:	Day 10	Completion Date:	Day 60
	<input checked="" type="checkbox"/>	Design	10	%	Start Date:	Day 10	Completion Date:	Day 61
	<input type="checkbox"/>	Land Acquisition		%	Start Date:		Completion Date:	
	<input checked="" type="checkbox"/>	Permitting	0	%	Start Date:	Day 10	Completion Date:	Day 91
	<input checked="" type="checkbox"/>	Bidding	0	%	Start Date:	Day 95	Completion Date:	Day 125
	<input checked="" type="checkbox"/>	Construction			Start Date:	Day 160	Completion Date:	Day 200
	<input type="checkbox"/>	Future Phases			Start Date:		Completion Date:	
	<input type="checkbox"/>	Other			Start Date:		Completion Date:	
<p>Include documentation that demonstrates that the project start date is realistic (e.g. critical milestones, commission approval dates, procurement timeline, land acquisition, permitting etc.). Indicate what permits are required.</p> <p><b>b. Local Government / Public Support:</b> Describe the public support for your project (meetings attended, community workshops, presentations to councils, notification in newsletters, etc.). If your project requires participation from certain communities or homeowners, provide a description of methods used to ensure participation in your project. Provide the percentage of participation that can be documented at the time of the application.</p> <p>The project as proposed will be awarded to the qualified lowest bidder. Bradford County staff will be responsible for the contract procurement process. The bid document will include a section focused on demonstrating the contracting firm is well-versed in constructing trash collection systems with an emphasis on the operation and maintenance implementation and schedule.</p>								
B-7	<b>Applicant has identified all required permits necessary for project construction and has indicated whether any property needed is under its ownership or control. Applicant initial here: RS</b>							

C. PROJECT COST INFORMATION						
C-1	<b>a. Breakdown of project cost</b> <i>(provide details in separate attachment)</i> <i>Attach a table or spreadsheet with detailed project costs for each task or segment of the project. The table should detail all project costs. Indicate at the end of the table/spreadsheet, a cost effectiveness evaluation as described below.</i>					
	A. Total estimated project cost: (includes capital, construction, land acquisition, planning, permitting & design costs, contingency)	\$150,000 \$				
	B. Construction costs: \$110,000	<table border="1"> <tr> <td>Year 1 150,000</td> <td>Year 2 N/A</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> </table>	Year 1 150,000	Year 2 N/A	\$	\$
	Year 1 150,000	Year 2 N/A				
	\$	\$				
	C. Cost-share amount requested:	\$ 150,000				
D. Estimated Applicant's Annual Operation & Maintenance Costs:	\$ 10,000 for semi-annual inspections and r					
E. Estimated Service life of components:	5-10 years					
<b>c. Funding Sources:</b> <i>Identify any other outside sources of funding including State or Federal appropriations or grant monies, municipal bonds. Identify source and status of applicant funding.</i>  Additional sources of funding will be sought if warranted.  <b><i>The District would like to recognize in-kind financial contributions for REDI communities requesting 100% funding of the project costs. Describe your in-kind contribution and estimate the monetary value of that contribution. This will not affect your score or ranking.</i></b>  Bradford County is a REDI community						
<b>d. Project partners:</b> <i>Check one below and if multi-jurisdictional include the percent of funding to be contributed by each partner.</i> <input checked="" type="checkbox"/> Single entity <input type="checkbox"/> Multi-jurisdictional (attach copy of partnership agreement or memorandum of understanding, if available, and includes status of agreement). Identify other partners: Additional funding will be sought from partners if the District agrees not to fund the proposed project.						



C-2	<p><b>Quantification of Project Benefits: quantify benefits for Septic to Sewer projects, Flood Protection Projects and projects benefiting MFL water bodies using the information provided below per the project.</b> For water quality projects accepted engineering methods may be used to estimate benefits however, backup information showing those calculations must be provided. If the project is a project listed within a BMAP provide the credited nutrient reduction value associated with the project within the BMAP. For consistency in applications, use of the SPRINGS guidance is recommended. Provide calculation of quantified benefit for Water Supply/ Conservation Projects, Water Quality Projects and Natural Systems Projects. <b>Show all work and include assumptions.</b></p>		
	<table border="0"> <tr> <td data-bbox="315 478 922 951"> <p><b>For Water Supply/Conservation Projects:</b>          _____ MGD conserved/alternative water supplied</p> <p><b>For Water Quality Projects:</b>          _____ <input type="checkbox"/> Lbs/year TN removed/reduced annually          _____ <input type="checkbox"/> Lbs/year TP removed/reduced annually          _____ <input type="checkbox"/> Lbs/year Sediment removed/reduced annually</p> <p><b>For Flood Protection projects:</b>          _____ Acres protected from flooding</p> <p>Annual Exceedance probability -          As is: 1/ _____ years          After implementation: 1/ _____ years</p> </td> <td data-bbox="927 478 1498 951"> <p><b>For Natural Systems projects:</b>          _____ Acres Wetlands Restored/Enhanced          _____ Acres Uplands Restored/Enhanced          _____ Linear feet of shoreline Restored/Enhanced</p> <p><b>For projects benefiting MFL waterbodies:</b>          _____ MGD of water withdrawn or recharged          _____ MGD of alternative source to offset withdrawals.</p> </td> </tr> </table>	<p><b>For Water Supply/Conservation Projects:</b>          _____ MGD conserved/alternative water supplied</p> <p><b>For Water Quality Projects:</b>          _____ <input type="checkbox"/> Lbs/year TN removed/reduced annually          _____ <input type="checkbox"/> Lbs/year TP removed/reduced annually          _____ <input type="checkbox"/> Lbs/year Sediment removed/reduced annually</p> <p><b>For Flood Protection projects:</b>          _____ Acres protected from flooding</p> <p>Annual Exceedance probability -          As is: 1/ _____ years          After implementation: 1/ _____ years</p>	<p><b>For Natural Systems projects:</b>          _____ Acres Wetlands Restored/Enhanced          _____ Acres Uplands Restored/Enhanced          _____ Linear feet of shoreline Restored/Enhanced</p> <p><b>For projects benefiting MFL waterbodies:</b>          _____ MGD of water withdrawn or recharged          _____ MGD of alternative source to offset withdrawals.</p>
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C-3	<p><b>Cost Effectiveness (Scoring Criterion #3) (complete for all that apply)</b>          For Water Supply and Water Conservation projects, and for Water Quality projects, please attach the Cost Effectiveness Calculator (as provided on website) and appropriate supporting documentation. For Water Quality, Flood Protection, and Natural Systems projects, please provide methodology used and additional supporting documentation, including, for Water Supply and Water Quality projects, the cost effectiveness calculator.</p> <p>Water Supply: _____ cost per 1000 gallons made available</p> <p>Water Conservation: _____ cost per 1000 gallons conserved</p> <p>Water Quality (TN): <u>TBD</u> cost per lb TN</p> <p>Water Quality (TP) <u>TBD</u> cost per lb TP</p> <p>Water Quality (Sediment) _____ cost per lb Sediment</p> <p>Flood Protection: _____ Benefit/Cost ratio</p> <p>Natural Systems: _____ cost per acre</p> <p>Natural Systems: _____ cost per linear feet shoreline</p>		
<p><b>Provide the required attachments: project map, construction schedule/timeline, project cost table or spreadsheet, and cost effectiveness calculator; plus, additional information required for your specific project type in accordance with the RIVER Funding Program Guidance.</b></p>			

## Application Checklist

- All sections of the application are filled in completely or marked "N/A"
  - Detailed project schedule
  - Project phasing information (if applicable)
  - Detailed project cost breakdown
  - Calculations for quantification of project benefits
  - Cost effectiveness calculations and a copy of the cost effectiveness calculator for water supply/water conservation or water quality projects
  - Applicant has identified all required permits necessary for project construction
  - Application is digitally signed and dated
- 

I certify that all information on this form and the attached document(s),  
if applicable, is true and correct.

***Signature of the person with authority to enter into a contractual agreement.***

Name (print): Lt. Raymond Shuford

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

Title: Emergency Management Director

Date: April 15, 2019

Email [Projects@SRWMD.org](mailto:Projects@SRWMD.org) with the project name in the subject line and include all documents as attachments

Example:

To... [Projects@SRWMD.org](mailto:Projects@SRWMD.org)

Subject: RIVER project for XXX (name of your choice)

Attachments:

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RIVER cost share application .pdf; (version1 dated 1.31.2019)  
Cost effectiveness calculator.xls;  
project map.pdf;  
other supporting documents

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BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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**DATE:** May 6, 2019

**AGENDA ITEM:** 8(A) Consider approval of a Lease/Purchase Proposal from National Cooperative Leasing (Maudlin International Truck and Trailer) for two (2) 2020 International HV607 Roll Off Garbage Trucks.

**DEPARTMENT:** Solid Waste

**PURPOSE/DESCRIPTION:**

The Bradford County Solid Waste Department is requesting to lease/purchase two (2) garbage trucks for 5 years. The purchase of two (2) new garbage trucks will replace two (2) old garbage trucks (old trucks would be used as spares).

Current Fleet of Garbage Trucks:

<u>Year</u>	<u>Description</u>	<u>Mileage</u>	<u>Notes</u>
1997	Peterbilt	1,420,000	Surplus as a result of electrical damage
2006 <i>(\$9,235 in maintenance cost for FY 18/19)</i>	Mack	470,000 +	Replace with new truck and use as a spare
2002 <i>(\$6,370.00 in maintenance cost for FY 18/19)</i>	Mack	427,000 +	Replace with new truck and use as a spare
2015 <i>(\$3,780.00 in maintenance cost for FY 18/19)</i>	Mack	281,000 +	Continue to keep in operation

**ASSOCIATED COST(S):**

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Equipment Cost	\$324,745.40
Annual Payment @ 5 yrs	\$64,948.88

The Lease/Purchase Proposal honors the price set under the Florida Sheriff's Association Bid No. 17-15.

**BUDGET LINE (G/L #):** 113-66-534-31200-00



March 27, 2019

Bradford County

**Re: Municipal Lease/Purchase Financing Proposal**

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing ("NCL") is pleased to propose to the Bradford County the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the Bradford County would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a 2-2020 International HV607. This transaction is subject to formal review and approval by both the Lessor and Lessee.

<b>LESSEE:</b>	Bradford County
<b>LESSOR:</b>	Lease Servicing Center, Inc. dba National Cooperative Leasing & it's assigns
<b>EQUIPMENT:</b>	2-2020 International HV607
<b>EQUIPMENT COST:</b>	\$297,720.00
<b>DOWN-PAYMENT:</b>	<u>\$0</u>
<b>AMOUNT FINANCED:</b>	\$297,720.00
<b>TERM:</b>	<u>5 Years</u>
<b>ANNUAL LEASE PAYMENTS:</b>	\$64,948.88
<b>FIRST PAYMENT DUE:</b>	1 Month from Lease Commencement
<b>PURCHASE OPTION:</b>	\$1.00
<b>PRICING:</b>	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by March 31, 2019 and the transaction closes/funds prior to May 01, 2019. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
<b>DOCUMENTATION FEE:</b>	\$250 paid to Lessor at closing



**DOCUMENTATION:** Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

**TITLE / INSURANCE:** Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

**TAX STATUS:** Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

**SOURCEWELL CONTRACT:** NCL has been competitively bid and awarded a contract through Sourcwell (Formerly NJPA).  
**#032615-NCL** NCL's Sourcwell Contract # is **032615-NCL**.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jake Ost -(866) 763-7600

[jost@lscfinancial.com](mailto:jost@lscfinancial.com)

**ACCEPTANCE**

As a duly authorized agent of the Bradford County , I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

3/29/2019



**FLORIDA SHERIFF'S ASSOCIATION Contract - BID 18-16-0904**

**Customer:** Bradford County  
**Date of Quote:** 3/27/2019

**Specification:** 15 **Region:** Central  
**Base Price:** 2020 INTERNATIONAL HV

Quantity	Unit Cost	extended
1	\$ 91,650.00	\$91,650.00

**Contract Options:**

HV6074	HV607 with L9 370hp engine	1	\$ (3,790.00)	\$ (3,790.00)
13AVR	Allison 3000 RDS transmission	1	\$ 8,400.00	\$ 8,400.00
66GVWR	66000 GVWR	1	\$ 9,500.00	\$ 9,500.00
ROLLOFF	Gal-Fab U5-OR-174 roll of hoist and tarp system	1	\$ 44,000.00	\$ 44,000.00
5708	Tilt steering wheel	1	\$ 110.00	\$ 110.00
14HRE	Driver controlled diff locks	1	\$ 1,840.00	\$ 1,840.00
Safty	Fire extinguisher, triangles & flares	1	\$ 150.00	\$ 150.00

**NON Contract Options**

Discount	Special inventory discount	1	\$ (3,000.00)	\$ (3,000.00)
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**Total:**

\$ 148,860.00	\$ 148,860.00
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\$ -

\$ -

**Total Purchase Order Amount:**

\$ 148,860.00	\$ 148,860.00
---------------	---------------

**Cab Color:**

WHITE
-------

\*\*included in base price

**Body Color:**

Black
-------

**Prepared By:**

Chuck Calhoun  
Maudlin International Trucks LLC 4900 N Orange Blossom Trail Orlando FL  
Office - 407.295.9777 / fax - 407.295.9727 / email - ccalhoun@maudlinintl.com



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 8 (B):

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE

DEPARTMENT: Community Development

PURPOSE: Authorizes the Chairman of the Board of County Commissioners to execute any necessary documents and certifications need by the State.

ASSOCIATED COST(S): N/A

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

RESOLUTION 2019 - \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SECTIONS 420.907 THROUGH 420.9079, *FLORIDA STATUTES*; AND RULE CHAPTER 67-37, *FLORIDA ADMINISTRATIVE CODE*; AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, *Florida Session Laws*, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, *Florida Statutes* (1992), and Rule Chapter 67-37, *Florida Administrative Code*, requires local governments to develop a one to three year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act further requires local governments to establish an average area purchase price for new and existing housing benefitting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, *Florida Statutes*, the Board of County Commissioners finds, determines and acknowledges that five percent (5%) of the local housing



distribution plus five percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan; and

WHEREAS, as required by Section 420.9075, *Florida Statutes*, the Board of County Commissioners finds, determines and acknowledges that the cost of administering the program may not exceed ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the trust fund, except that small counties, as defined in Section 120.52(17), *Florida Statutes*, and eligible municipalities receiving a local housing distribution of up to \$350,000.00 may use up to ten percent (10%) of program for administrative costs; and

WHEREAS, the Bradford County Community Development Department has prepared a three-year *Local Housing Assistance Plan* for submission to the Florida Housing Finance Corporation which is attached to and incorporated into this resolution by reference; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that submission of this *Local Housing Assistance Plan* for review and approval so as to qualify for said documentary stamp tax funds; together with the adoption of this resolution is in the best interest of Bradford County, Florida and its citizens.

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

Section 1.                    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 of Resolution.

A.        This resolution is adopted for the purpose of approving the *Local Housing Assistance Plan* which is attached hereto and incorporated herein by reference and approving submission of the same to the Florida Housing Finance Corporation as outlined herein.

B. This resolution is adopted pursuant to the authority granted by Sections 420.907 through 420.9079, *Florida Statutes* and Chapter 125, *Florida Statutes*.

Section 3.                    Approval of Local Housing Assistance Plan.

The Board of County Commissioners of Bradford County, Florida hereby approves the *Local Housing Assistance Plan*, which is attached hereto and incorporated herein by reference, for submission to the Florida Housing Finance Corporation as required by Sections 420.907 through 420.9079, *Florida Statutes*, for fiscal years 2019-2020, 2020-2021 and 2021-2022.

Section 4.                    Authorization of Chairman as Signatory.

The Board of County Commissioners of Bradford County, Florida hereby designates and authorizes the Chairman of the Board of County Commissioners to execute any and all documents and certifications required by the Florida Housing Finance Corporation as related to the *Local Housing Assistance Plan* and to do all things necessary and proper to carry out the terms and conditions of said program.

Section 5.                    Effective Date of Resolution.

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

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*The remainder of this page intentionally left blank.*



RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,  
Florida, with a quorum present and voting, this 6th day of May 2019.

BOARD OF COUNTY COMMISSIONERS OF  
BRADFORD COUNTY, FLORIDA

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By: FRANK DURRANCE, as its  
Chairman

ATTEST:

---

By: RAY NORMAN, as  
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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By: WILLIAM E. SEXTON, as  
County Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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EMERGENCY AGENDA ITEM INFORMATION SHEET

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DATE:

May 6, 2019

AGENDA ITEM

8 (C)

Bid Recommendation on SHIP Demo/Replacement Project on File #2017-8-S

DEPARTMENT:

Community Development/SHIP

PURPOSE:

The SHIP Demo/Replacement Program allows funding in an amount not to exceed \$84,500.00.

The BOCC approved SHIP Demo/Replacement project application –File 2017-8-S on June 4, 2018 and transferred to Demo/Replacement on January 17, 2019. A bid opening for demo/replacement to the project was held on April 8, 2019 were one bid was received. The lowest bid was received by Florida Homes, Inc.

ASSOCIATED COST(S):

\$74,475.00

BUDGET LINE (G/L #):

102-52-554-65965-00 (Demo/Replacement)



S.H.I.P. Housing Demo/Replacement Project  
BID SUMMARY – April 8, 2019

A. 1306 Estelle Street, Starke, FL Case # 2017-8-S  
**Florida Homes, Inc.** **\$74,475.00**  
M & R Construction NO BID  
**Recommendation: Florida Homes, Inc for \$74,475.00**

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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EMERGENCY AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 8 (D) : Agreement between Bradford County and Florida Homes, Inc for Demo/Replacement to SHIP Demo/Replacement Project-File #2017-8-S

DEPARTMENT: Community Development/SHIP

PURPOSE: The SHIP Demo/Replacement Program allows funding in an amount not to exceed \$84,500.00.

The BOCC approved SHIP Demo/Replacement project application –File 2017-8-S on June 4, 2018. A bid opening for Demo/Replacement to the project was held April 8, 2019 where one bid was received. The lowest bid was received by Florida Homes, Inc.

ASSOCIATED COST(S): \$74,475.00

BUDGET LINE (G/L #): 102-52-554-65965-00 (Demo/Replacement)



**BRADFORD COUNTY**  
**STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM**

**AGREEMENT FOR CONSTRUCTION OF DWELLING UNIT**

THIS AGREEMENT is made this 6th day of May 2019 by and between Clarence DeSue III, 1306 Estelle Street, Starke, Florida 32091, hereinafter referred to as the "Owner" Florida Homes, Inc., 13919 NW 145th Avenue, Alachua, Florida 32615, hereinafter referred to as "Contractor", with the Bradford County Board of County Commissioners, P. O. Drawer B, Starke, Florida 32091, hereinafter referred to as the "County" acting as the Owner's agent.

WITNESSETH, that the Owner does hereby employ the Contractor pursuant to the Bradford County Local Housing Assistance Plan to do all work and provide all materials, tools, machinery, supervision, etc. necessary for the construction of a single family dwelling unit to be located on the property: and described as follows:

Beginning at the NW corner of the SW ¼ of the SW ¼ of Section 22, Township 6 South, Range 22 East and run East along the quarter section line 520 feet to a point of beginning, thence run South 100 feet, thence run East parallel to quarter section line 50 feet, thence run North to quarter section line 100 Feet, thence West 50 feet to the point of beginning, all lying and being Bradford County, Florida. Less and except any existing road right of ways. Property location 1306 Estelle St, Starke, FL 32091

for the total sum of seventy-four thousand, four hundred, seventy-five dollars and No Cents (\$74,475.00), all in accordance with the Bid Proposal described as follows: Demolish the existing dwelling unit and construct a minimum 900 square foot dwelling unit, including appliances in accordance with State and local regulations but not limited to the Florida Building Code, including connection to utilities, as specified in New Construction Services Specifications attached hereto and made a part by

reference. This contract is fully funded with funds from the Bradford County State Housing Initiative Partnership (SHIP).

Section 1. Quality of Workmanship.

The Contractor does hereby agree that he/she will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal or greater quality.

Section 2. Permits, Plans and Surveys.

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed. The work being done or any part thereof shall not be deemed complete until the Owner and the County as the Owner's Agent have accepted it as satisfactory. The Contractor must provide building plans, including foundation plan, roof truss specifications, and typical wall section for structure as per Florida Building Code at the time application is made for a building permit. If the property is located in a flood prone area, the Contractor must provide elevation survey sealed by registered land surveyor to comply with local flood hazard regulations upon completion for construction.

Section 3. Protection for Adjacent Property.

When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner and County thereof of such hazard.



Section 4. Restriction on Subletting of Agreement.

The Contractor hereby agrees not to assign or sublet this Contract without the written consent of the Owner and County. The request for assignment shall be addressed to the County c/o Bradford County SHIP Program.

Section 5. Replacement of Contractor upon Breach

In the event of any breach of this contract, the Owner and County may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from the amount due the Contractor hereunder.

Section 6. Schedule of Payments.

Payments shall be made in accordance with the following conditions:

100% demolition costs only when the demolition is completely satisfactorily.

10% upon completion of slab

20% when residence is dried in (roof and windows)

20% when drywall is complete

40% when cabinets are installed

10% retainage, shall be made after the forty-five (45) days from the date of the signing of the notice of Acceptance of Work if all outstanding warranty items have been addressed by the contractor to the satisfaction of the Owner and County.

Section 7. Indemnification by Contactor.

The Contractor covenants and agrees to, and does hereby indemnify and hold harmless and defend the Owner and the County, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract for the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

Section 8. Indemnification by Owner.

The Owner covenants and agrees to, and does hereby indemnify and hold harmless and defend the County, its agents, servants or employees, from and against any and all claims of whatever nature by third parties arising out of the performance under this Contract.

Section 9. Securing of Insurance Prior to

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this paragraph has been secured and such insurance has been approved by the County.

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Section 10. Maintain of Workers Compensation Insurance.

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees at the site of



the project or provide proof of exemption; and in case any work that is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees.

Section 11. Maintain of Liability Insurance.

The contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by one directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:

Section 12. Policy Limits for Liability Insurance.

Public Liability Insurance in an amount not less than \$100,000 dollars for injuries, including accidental death, to any one person; and in an amount of not less than \$200,000 on account of one accident.

Property Damage Insurance in an amount not less than \$100,000 for damages to any one item; and in an amount of not less than \$200,000 on account of one accident.

Section 13. Maintain of Fire and Extended Coverage Insurance.

It is further agreed that the Contractor, at his/her sole cost and expense, shall acquire and maintain fire and extended coverage insurance upon the entire structure on which the work on this Contract is to be done, to one hundred percent (100%) of the insurable value, on a form of policy approved by the State of Florida or an agency duly

delegated by him/her for insuring such a risk in the State of Florida. Loss, if any, is to be payable to the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgage at his/her interests may appear.

Section 14. Commencement and Duration of Project.

It is agreed that the County is hereby obligated to issue a written Notice to Proceed order to the Contractor following execution of this contract. It is further agreed that the Contractor will, after the receipt of such order, begin the work to be performed under this contract. The Contractor hereby agrees to complete the same within 60 days, from the date of the Notice to Proceed, time being of the essence. Failure to satisfactorily complete the rehabilitation work within allowed time of performance shall subject the Contractor to pay the Owner and/or the County liquidated damages in the amount of fifty dollars (\$50.00) for each consecutive calendar day thereafter that the rehabilitation work has not been completed.

Section 15. Guarantee of Improvements.

Contractor hereby guarantees the improvements herein provided for, for a period of one year from the date of final acceptance of all work required by this Contract. It is further agreed that the Contractor will furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract.

Section 16. Cleanliness of Work Premises.

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work and at the completion of



the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. It is further agreed that all materials, and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor.

Section 17. Final Inspection and Final Payment.

Final payment of the Contract amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor provides to the County satisfactory releases of liens or claims for liens by the Contractor, subcontractors, laborers and material suppliers.

Section 18. Entirely of Agreement.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract, signed by the parties hereto, and approved in writing by the County.

Section 19. Termination of Agreement.

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his/her subcontractors, the Owner may serve written notice upon the Contractor of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangements of correction be made, the Contract shall, upon the expiration

of said 10 days, cease and terminate. If this Contract is terminated by the Owner, the Contractor will be paid for work satisfactorily completed up to the termination date.

Section 20. Termination for Convenience of the Owner.

The Owner may terminate this Contract at any time by giving at least 10 days notice in writing to the Contractor. If this Contract is terminated by the Owner, the Contractor will be paid for work satisfactorily completed up to the termination date.

Section 21. Termination by Contractor.

The Contractor may terminate this Contract at any time because of circumstances beyond the control of the Contractor by giving at least 10 days notice in writing to the Owner and County. If this Contract is terminated by the Contractor, the Contractor will be paid for work satisfactorily completed up to the termination date.

Section 22. Inspection by County Building Official.

The County Building Official shall give all orders and directions contemplated under this Contract relative to the execution of the work. The County Building Official shall determine the amount, quality, acceptability, and fitness of the work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The estimates and decisions of the County Building Official shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative



to said Contract, the determination or decision of the County Building Official shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

Section 23. Exclusive Nature of SHIP Work.

The Owner agrees to not perform or have performed any work on the structure during the period that the State Housing Initiative Partnership Program work is being performed under this contract.

The owner agrees to vacate the property during the period the work is being performed under this contract. The owner further agrees to only visit the property once a week at a time mutually agreed upon by the Owner and the Job Superintendent for the Contractor. During such visits, the Job Superintendent for the Contractor shall be available to review work to date and answer questions that the Owner may have concerning work completed to date.

EXECUTED AT Starke, Florida, this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Owner:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor: Florida Homes, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Chairman: \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

CORPORATE CERTIFICATION

I, William C. Herring III, hereby certify that I am the President of the corporation named as Contractor herein and that William C. Herring III, who signed this Contract on behalf of the Contractor, was then President of said corporation and that said Contract was and is within the scope of his/her corporate powers.

William C. Herring III, President  
Type Name and Title of Corporate Official

\_\_\_\_\_  
Corporate Official's Signature

CERTIFICATION OF COUNTY ATTORNEY

I, the undersigned, Will Sexton, the duly authorized and acting legal representative of Bradford County, Florida, do hereby certify, as follows:

I have examined the attached contract and the manner of execution hereof and I am of the opinion the foregoing agreement constitutes valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
Will Sexton, County Attorney

\_\_\_\_\_  
Date



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 8 (E) Change Order No. 1 on SHIP Rehab File #2017-4-S

DEPARTMENT: SHIP/Community Development

PURPOSE: The back porch area was a health and safety issue as the floor was very weak and the homeowner could not access her laundry room. The work write-up called for up to 20% of decking for the new roof. Once the old roof was taken off it was discovered that there was no decking at all, therefore in order to meet code requirements the additional 80% of decking was required.

ASSOCIATED COST(S): \$6,013.92

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

**M & R CONSTRUCTION**  
**LIC. # CBC 1257701**  
**PO BOX 226**  
**HAMPTON, FL. 32044**  
**352-219-0339**  
**352-468-3530**

CHANGE ORDER 001

Proposal Submitted To:	Bradford County SHIP	Date	April 17, 2019
Address	945 N. Temple	Phone	
	Starke, Fl. 32091	Fax	
Job Name and Location	Wendy Sullivan	Architect	
		Date of Plans	

**We Propose to Furnish the Labor, Materials, and Equipment to Complete the Following Scope of Work:**

**Back Porch**

Rework approximately 140 Sq Ft back porch including demo of the old floor joist and decking and installing new pressured treated wood floor joist and decking.

Total Cost \$2,504.50

We exclude any work on the laundry room

New Plywood decking

Install 1700 SF of new plywood decking to existing 1 x 6 purlins there was no decking on the existing roof so this has to be done in order to meet the code requirments for the metal roofing attachment.

Total Cost \$4,386.77

Less than 20% frpm line item 6 of the original contract -\$877.35

We propose here by to furnish material and labor - complete in accordance with the above specifications  
 For the sum of:

Total CO1 \$6,013.92

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized signature: Mark Williams

Accepted: The above prices, specifications and conditions are hereby accepted. You are authorized to  
 full will be made when

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

2,504.50  
 4,386.77  
 6,013.92



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

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SHIP PROJECT INFORMATION SHEET

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Project: W. Sullivan File #2017-4-S

Contractor: M & R Construction

Original Contract Date: December 20, 2018

Original Contract Price \$20,810.00

Previous Change Order(s)

1. \_\_\_\_\_ [date] \$ \_\_\_\_\_

2. \_\_\_\_\_ [date] \$ \_\_\_\_\_

3. \_\_\_\_\_ [date] \$ \_\_\_\_\_

Current Contract Price \$ \_\_\_\_\_

Proposed Change Order(s)

1. Change Order No. 1 \$ \$6,013.92

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

Proposed Total Contract Price \$ 26,823.92

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Closing Costs \$ 1,687.80

Total SHIP Mortgage Amount \$ 28,511.72

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\*The Bradford County Local Housing Assistance Plan (LHAP) provides that the maximum contract price, inclusive of all associated costs and change orders, must not exceed \$35,000.00. This project [] does [] does not require deviation from the \$35,000.00 maximum contract price found in the LHAP. If so, Board of County Commissioners approval is required.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 8(F) SHIP Local Housing Assistance Plan (LHAP)

DEPARTMENT: Community Development/SHIP

PURPOSE/DESCRIPTION: Every three years, the County must submit a new LHAP to Florida Housing Finance Corporation. The Affordable Housing Board and I will meet on April 30<sup>th</sup> to re-evaluate our existing LHAP and determine how to best meet the housing needs of our community while staying within the guidelines of SHIP.

ASSOCIATED COST(S): N/A

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

**Bradford County**

**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2019-2020, 2020-2021, 2021-2022**





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C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	



**I. Program Details:**

**A. LG(s)**

Name of Local Government	Bradford County
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan: 2019-2020, 2020-2021, 2021-2022**

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.





The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted in order as described above to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible. Once there is a list of eligible applicants, they will be ranked giving priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be given to Essential Services Personnel (ESP). These applicants will further be ranked in priority given to very-low, then low, then moderate. After serving enough Special Needs households to meet set-aside guidelines and any qualified ESPO for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

- J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*





- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Percentage
Local Government	All administration duties	100%
Third Party Entity/Sub-recipient		

- R. Project Delivery Costs:** In addition to the administration costs listed above, the County will charge a reasonable project delivery cost not to exceed 8% of the contracted amount to cover initial inspections, work write-ups, cost estimates, construction inspections and project oversight performed by non-county employees for rehabilitation projects, replacement projects, and reports generated by Title Companies. And those cost will be included in the amount of the recorded mortgage and note.



- S. Essential Service Personnel Definition:** Essential Service Personnel as noted in Rule Chapter 67-37.002(8) F.A.C. and Section 420.9075(3), F.S. consist of instructional personnel employed by the Bradford County School District and law enforcement officers, emergency medical technicians, and firefighters employed by Bradford County or its municipalities. Nurses, Active Military, and National Guard that are stationed in the County.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:** The County will, when economically feasible, employ the following Green Building requirements on rehabilitation repairs,
1. Low or NO-VOC paint for all interior walls (Low-VOC 50 grams per liter or less for the flat paint; 150 grams per liter or less for non-flat paint)
  2. Low-flow water fixtures in bathrooms
  3. Energy Star qualified refrigerator;
  4. Energy Star qualified dishwasher, if provided;
  5. Energy Star qualified washing machine, if provided in units;
  6. Energy Star qualified exhaust fans in all bathrooms and
  7. Air conditioning: Minimum SSEER of 14. Packaged Units are allowed in studios and one bedroom units with a minimum of 11.7 SEER.
- These requirements may be adjusted for a rental development of the requirements of other construction funding sources requires a more prescriptive list.
- U. Describe efforts to meet the 20% Special Needs set-aside:** Applications will be ranked giving first priority to households qualifying as Special Needs Households as defined by Section 393.063 Florida Statutes, Section 420.0004(5) Florida Statutes. Section 420.0004(7), Florida Statutes, and section 401.1451 (13) Florida Statutes. The 20% Special needs set-aside will apply to all strategies.
- V. Describe efforts to reduce homelessness:** Bradford County is working towards identifying risk and protective factors to prevent homelessness for at risk population. We will be connecting with the Bradford County School system to prevent homelessness for at risk population and will provide homelessness prevention tools and resources.

**Section II. LHAP Strategies:**

<b>A. Purchase Assistance</b>	Code 1,2
<p>a. Summary: SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. An existing home must be in the need of at least \$500 in rehabilitation which will be included in the total award amount.</p>	
<p>Prospective homebuyers must qualify as a first time homebuyer under the HUD definition: an individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of a property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers,) A single parent who has only owned with a former</p>	



spouse while married. An individual who is displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with State, local, or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: Extremely low and Very-low: \$30,000  
Low: \$20,000  
Moderate; \$10,000
- e. Terms
1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note. The eligible repairs must be completed within 120 days after the closing date.
  2. Interest Rate: 0%
  3. Years in loan term: 25 years
  4. Forgiveness: the funds will be forgiven on a prorated basis so that 4% of the principal is forgiven annually.
  5. Repayment: the funds will be forgiven on a prorated basis so that 4% of the principal is forgiven annually.
  6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a primary residence. IF any, of these occur, the outstanding balance will be due and payable.  
In cases when the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible Heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.  
If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient Selection Criteria: Applicants must be ranked for assistance based on a first-qualified, first served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in Section I of the plan.





- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage by an approved lender. The applicant must complete homeownership counseling prior to closing. The counseling will be provided by the Bradford County SHIP office.

The Bradford SHIP funds may not be used to purchase manufactured housing/mobile homes. Bradford County will not subordinate to or allow reverse mortgage. Subordinate of liens will only be granted if approved by the SHIP Director and the dwelling is being refinanced in which the interest rate will be reduced therefore, reducing the monthly payment and there is no cash back, all in accordance to Bradford County subordinate policy. Owner financing is NOT allowed.

<b>B. Owner Occupied Rehabilitation0-Major Repairs</b>	Code 3
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a. Summary: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows, and other structural issues. Cosmetic items may be included on rehabilitation projects if funds are available after completing all required repairs listed above,
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- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$35,000

If bids received exceed the maximum award amount the SHIP Director, homeowner, and rehabilitation inspector will delete line items agreed upon by all parties to reduce the cost of rehabilitation until bid is within the allowable award amount. After such deletion, the lowest bidder will be awarded the contract. IF the SHIP Director and rehab inspector determines there are no line items that are not code related, then all bids will be rejected and the applicant would be deemed ineligible due to excessive cost of rehabilitation, but could be eligible for Replacement Housing when the property has hidden damage that identified during the initial inspection.

- e. Terms:
  1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  2. Interest Rate: 0%
  3. Years in loan term: 5 years
  4. Forgiveness: Loan is forgiven on a prorated basis so that 20% of the principal is forgiven annually.



- 5. Repayment: Loan is forgiven on a prorated basis so that 20% of the principal is forgiven annually
- 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a primary residence. If any of these occur, the outstanding balance shall become due and payable.  
In cases when the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible Heir who will occupy the home as a primary residence. IF the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the home will be due and payable.  
If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient Selection Criteria: Applicants must be ranked for assistance based on a first-qualified, first served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in Section I of the plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Rehabilitation of a mobile home or rental unit is not allowed. Applicant must not be delinquent on any real property tax owed to Bradford County. SHIP recipients may only receive SHIP Rehabilitation assistance every 10 years.

<b>C. Housing Rehabilitation-Accessibility Modification</b>	Code 3
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a. Summary: SHIP Funds will be awarded to households in need of repairs needed to create a barrier-free environment for people with physical disabilities. Activities may include but are not limited to wheelchair ramps, grab bars, handicap toilets, lever-free faucets, and doorknobs, and roll-in showers.
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- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$8,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 5 years





- 4. Forgiveness: Loan is forgiven on a prorated basis so that 20% of the principal is forgiven annually.
- 5. Repayment: Loan is forgiven on a prorated basis so that 20% of the principal is forgiven annually.
- 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a primary residence. IF any of these occur, the outstanding balance shall be due and payable.  
 In cases when the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible Heir who will occupy the home as a primary residence. IF the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the home will be due and payable.  
 If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for special needs, Essential services personnel and income groups as described in Section I of the plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Rehabilitation of a mobile home or rental unit is not allowed. The funds must be used on owner-occupied homes only. Applicant must not be delinquent on any real property owed to Bradford County.

<b>D. Disaster Relief</b>	<b>Code 5</b>
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a. Summary: Funds will be awarded to applicants in the need of home repairs caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows: Immediate threats to health and life safety (sewage, damaged windows, and roofing) in cases where the home is still habitable.  
 Imminent residual damage to the home (such as damage caused by leaking roof) in cases where the home is still habitable  
 Repairs necessary to make the home habitable.  
 Repairs to mitigate dangerous situations (exposed wires)

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$20,000





- e. Terms:
  1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  2. Interest Rate: 0%
  3. Years in loan term: Ten Years
  4. Forgiveness: Loan is forgiven on a prorated basis so that 10% of the principal is forgiven annually.
  5. Repayment: Loan is forgiven on a prorated basis so that 10% of the principal is forgiven annually.
  6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a primary residence. If any of these occur, the outstanding balance shall be due and payable.  
 In cases when the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible Heir who will occupy the home as a primary residence. IF the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the home will be due and payable.  
 If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis, with the following additional requirements:
  1. Must provide proof of homeowner’s insurance
  2. Must file for and use proceeds from insurance as a first option
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funds for disaster relief will only be allowed from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. The funds must be used on owner-occupied homes only.

<b>E. Special Needs Housing (Non-Profit)</b>	Code 12
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a. Summary: Funds will be awarded to non-profits for the purchase of new construction housing, the purchase of existing housing and the rehabilitation of or additions to existing housing for rental to special needs housing as noted in Section 420.9075(1)(a), Florida Statutes.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

- c. Income Categories to be served: Residents of the housing under this strategy shall meet criteria of very-low or low.
- d. Maximum award: \$35,000 per unit
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 25 years
  - 4. Forgiveness: Loan is forgiven on a prorated basis so that 4% of the principal is forgiven annually.
  - 5. Repayment: Loan is forgiven on a prorated basis so that 4% of the principal is forgiven annually
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term; sale, transfer, or conveyance of property; no longer uses the home for special needs housing or otherwise conveyed; whether by voluntary act, involuntary act, by operation of law or otherwise, or if foreclosure acted is instituted against the property or residence. If any of these occur, the outstanding balance shall be due and payable.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served, basis to sponsors with the priorities for Special Needs as described in Section I of the plan.
- g. Sponsor/Sub-recipient Selection Criteria: Assistance is awarded on a first-qualified, first-served basis to applicant –sponsors that meet the following requirements:
  - 1. Funds must be expended in Bradford County
  - 2. They must have experience in providing shelters or group homes to victims of domestic violence, persons with developmental disabilities, persons who are homeless, the elderly, disabled adults, or other special needs population.
  - 3. They have successfully completed projects similar to those being developed and in a timely matter, thus demonstrating capacity to develop affordable housing.
  - 4. Their financial accountability standards permits the Bradford County SHIP administrator too account for and audit the SHIP funds utilized, in order to meet the State requirements if the SHIP program relating to control;
  - 5. There is one contact person names, preferably having prior grant experience.
- h. Additional Information: Other financing sources may or may not be available –they include private lenders or grants from other organizations or government programs.

<b>F. Replacement Housing</b>
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Code 4
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<p>a. Summary: SHIP funds will be awarded for all costs associated with the demolition and reconstruction of a substandard housing unit when it has been determined that it is not economically feasible to rehabilitate the existing home. Reconstruction will occur when the cost to rehabilitate an existing home is 60% or more of the cost to construct a replacement home. Applicants assisted under this strategy will be encouraged to obtain temporary housing of their own. If relocation assistance is required, a grant of up to 2,000 will be provided for temporary relocation expenses, the costs of moving, storing, and insuring personal property during moving and storage is included in the maximum award amount.</p>
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b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: \$84,500

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%

3. Years in loan term: 25 years

4. Forgiveness: Loan is forgiven on a prorated basis so that 4% of the principal is forgiven annually.

5. Repayment: Loan is forgiven on a prorated basis so that 4% of the principal is forgiven annually.

6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property, loss of homestead exemption status; or failure to occupy the home as a primary residence. If any of these occur, the outstanding balance shall be due and payable.

In cases when the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible Heir who will occupy the home as a primary residence. IF the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the home will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.





- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for special needs as described in section I of the plan and with the following Ranking Priority:
1. Disabled household member
  2. Participants over 62 years of age
  3. Participants with families of five or more and
  4. Participants with families of four or less.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
1. Applicants who can afford ongoing housing costs including utilities, property taxes, home maintenance, and monthly payments if there is a first mortgage. Approval must be granted by first mortgage Company for the demolition of the existing structure.
  2. Only those dwellings occupied by eligible homeowners wishing to participate in a voluntary demolition will be considered qualified for replacement if the homeowner has owned and occupied the dwelling to be demolished for less than 365 days prior to execution of such an agreement, and the homeowner agrees to permit the County to have the dilapidated structure demolished.
  3. Mobile homes will not be eligible for assistance unless the owner agrees that the mobile home will be removed from the site.
  4. Deeds. Warranty deed, quit claim deeds must be in applicant(s) name. Rent to own agreements, private owner financing agreements will not be accepted.
  5. The applicant must complete homeownership counseling prior to closing.
  6. Applicant must be delinquent on any real property tax owed to Bradford County.

### III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**  
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy: The County will expedite the process of permitting for affordable housing when it takes more than two business days to receive a permit. At this time, all permits not requiring plan review are granted within one business day. When permitting for housing permits reaches a time of more than two business days, the request for affordable housing permits will be put at the top of the list of permits to be processed.

- B. Name of the Strategy: **Ongoing Review Process**  
An ongoing process for review of local policies, ordinances, regulations and plan



provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy: The Department Head or his or her designee of the County Department imitating a change in any policy, procedure, ordinance, regulation, or plan revision that will impact the cost of housing must present his or her proposal to the County Commissioners at a regularly scheduled meeting. The County Commissioners will review the proposed change prior to final adoption. IF the change is adopted, the expected increase per housing unit will be calculated and a cumulative cost per housing unit will be estimated each fiscal year.

C. Other Incentive Strategies Adopted: N/A

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement.
- H. Other Documents Incorporated by Reference.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 6, 2019

AGENDA ITEM 8(G) 2020 Census Complete County Committee update.

DEPARTMENT: County Manager

PURPOSE: Staff is actively working to put together a 2020 Census Complete County Committee to present to the Board for approval during the March 16, 2019 county commission meeting.

Please share any committee member recommendations with staff between now and March 1, 2019.

ASSOCIATED COST(S): N/A

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





# Bradford County Manager's Office

Brad Carter, County Manager  
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Rachel Rhoden, Deputy County Manager  
rachel\_rhoden@bradfordcountyfl.gov

## M E M O R A N D U M

To: Board of County Commissioners  
From: Brad Carter, County Manager *BC*  
Date: April 17, 2019  
RE: 2020 Census Complete County Committee

The U.S. Census Bureau is actively working with communities to form Tribal and Government Complete County Committees (CCC) in an effort to increase awareness and motivate residents to respond to the 2020 Census.

A CCC is comprised of a broad spectrum of government and community leaders from education, business, faith-based organizations, healthcare, and other community organizations who know the best way to reach the community and raise awareness.

Government CCC activities could include but are not limited to the following:

- Develop a list of barriers, groups, or concerns that might impede the progress of the 2020 Census in your local area, such as recent immigrants, non-English speaking groups, high crime areas, and areas with gated communities.
- Place census messages on water bills, property tax bills, social media, local speeches and other correspondences generated by the jurisdiction.

A brief presentation regarding this matter will be given by Victor Cora, a Florida Partnership Specialist with the Atlanta Regional Census Center, on 4/18/19 during the County Commission meeting.

After said presentation, staff would like to present the Board with the opportunity to recommend members to serve on the 2020 Census Complete County Committee.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE:

May 6, 2019

AGENDA ITEM 8 (H)

Provide dates to meet for a joint workshop between the  
County/City Commission Boards in June – August, 2019.

# June 2019

June 2019						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4 6:30 PM - City Commission Meeting	5	6	7	8
9	10	11	2019 FAC Annual Conference			15
16	17	18 6:30 PM - City of Starke Commission Meeting	19	20 6:30 PM - County Commission Meeting	21	22
23	24	25	26	27	28	29
30	Jul 1	2	3	4	5	6



# July 2019

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
	29	30	31			

August 2019						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1 9:30 AM BOCC Meeting	2 6:30 PM - City Commission Meeting	3	4 County Observed Holiday - Independence Day	5	6
7	8	9	10	11	12	13
14	15	16 6:30 PM - City Commission Meeting	17	18 6:30 PM - BOCC Meeting	19	20
21	22	23	24	25	26	27
28	29	30	31	Aug 1	2	3

# August 2019

August 2019						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1	2	3
4	5 9:30 AM - BOCC Meeting	6 6:30 PM - City Commission Meeting	7	8	9	10
11	12	13	14	15 6:30 PM - BOCC Meeting	16	17
18	19	20 6:30 PM - City Commission Meeting	21	22 2019 FCF Leadership Academy		24
25	26	27	28	29	30	31