

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

MAY 16, 2019
6:30 PM

BRADFORD COUNTY COURTHOUSE
945 North Temple Avenue
Starke, Florida 32091

AGENDA

Meeting Called to Order by Chairman Frank Durrance

1. Public Hearing – First Reading of an Ordinance – Randy Andrews, Zoning Director

FIRST READING – NO VOTE REQUIRED

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 19-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 4.14.2 ENTITLED PERMITTED PRINCIPAL USES AND STRUCTURES BY DELETING AUTOMOTIVE SELF SERVICE STATION AS A PERMITTED PRINCIPAL USE AND STRUCTURE WITHIN THE “CG” COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

(1. Ask for public comments)

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. CareerSource North Central Florida - Local Workforce Development Board 9 - 2019-2020 Request of Waiver of 50% ITA Expenditures.
 - B. Consider approval to renew Century Ambulance Service’s Certificate of Public Convenience and Necessity (COPCN) for Basic Life Support and/or Advanced Life Support transport services.

- C. Request to refer delinquent EMS accounts in the amount of \$23,547.29 to Gila Corporation for further collection efforts.
- D. BOCC meeting minutes – 4/18/19.
- E. Bradford County FY10 Community Development Block Grant Program DEO Contract No. 11DB-C5-03-14-01-H17 Unit No. 10-11 Maestre Satisfaction of Mortgage.
- F. Bradford County FY10 Community Development Block Grant Program DEO Contract No. 11DB-C5-03-14-01-H17 Unit No. 10-13 Bias Satisfaction of Mortgage.
- G. Bradford County FY10 Community Development Block Grant Program DEO Contract No. 11DB-C5-03-14-01-H17 Unit No. 10-16 Konkel Satisfaction of Mortgage

4. Approve Payment of Bills – Commissioner Kenny Thompson

5. Discuss/provide direction on the operation of the Bradford County Fire Department.

6. County Attorney’s Reports – Will Sexton.

- A. Consider approval of a resolution authorizing execution of a Transfer and Maintenance Agreement with the State of Florida, Department of Transportation for the bridge replacement project on CR 200A at Alligator Creek:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRANSFER AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE BRIDGE (BRIDGE NUMBER 284035) ON COUNTY ROAD 200A AT ALLIGATOR CREEK (FINANCIAL PROJECT NUMBER 435780-1-52-01); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider approval of a resolution authorizing execution of a Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission for boating access projects:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, FISH AND WILDLIFE CONSERVATION COMMISSION FOR BOATING ACCESS PROJECTS; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

- C. Consider approval of a resolution (1 of 2) setting a definite time and place for a public hearing to consider the advisability of closing and abandoning a short portion of Jackson Street:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, FLORIDA STATUTES, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (WEST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

- D. Consider approval of a resolution (2 of 2) setting a definite time and place for a public hearing to consider the advisability of closing and abandoning a short portion of Jackson Street:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, FLORIDA STATUTES, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (EAST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

- E. Proposal by Avera and Smith, LLP for the provision of legal services related to federal opioid litigation.
- F. Consider approval of Contingent Fee Retainer Agreement with Romano Law Group; Schochor Federico and Staton, P.A.; Avera and Smith, LLP; and Spangenberg Shibley & Liber, LLP for the provision of legal services related to federal opioid litigation.
- G. Consider approval of Interlocal Agreement with the City of Keystone Heights, Florida for Matters Related to the Florida Department of Economic Opportunity, Florida Job Growth Infrastructure Grant.
- H. Provide direction to Staff regarding potential amendment(s) to Section 53-1, Bradford County Code of Ordinances – Designated smoking area outside courthouse.

- 7. Sheriff's Reports – Gordon Smith.
- 8. Clerk's Reports– Ray Norman.
- 9. County Manager's Reports – Brad Carter
- 10. Chairman Comments.
- 11. 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.

Please Note: All meeting locations of the Board of County Commissioners are secured. Firearms and weapons are not permitted.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM (1):

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 19-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 4.14.2 ENTITLED PERMITTED PRINCIPAL USES AND STRUCTURES BY DELETING AUTOMOTIVE SELF SERVICE STATION AS A PERMITTED PRINCIPAL USE AND STRUCTURE WITHIN THE "CG" COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

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.**

ASSOCIATED COST(S): N/A

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



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 2, 2019

Mr. Randal Andrews
Director of Zoning
Bradford County
945 N. Temple Ave, Suite F
Starke, FL 32091

TRANSMITTED VIA ELECTRONIC MAIL ONLY
SIGNED ORIGINAL ON FILE

RE: Application No. LDR 19-01 (Board of County Commissioners)

Ordinance
Concerning an Amendment to the
Text of the Land Development Regulations

Dear Randy:

Please find enclosed the above referenced ordinance for first reading only. Prior to the second reading of the ordinance, an ordinance for adoption and signature will be sent to the County.

The County Attorney should review the ordinance as to legal form and sufficiency.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/cf

xc: Bradley Carter, County Manager
Rachel Rhoden, Deputy County Manager
William E. Sexton, County Attorney
Marlene Stafford, Clerk of Court, Administrative Assistant
Aleshia Wilsey, Zoning Administrative Assistant

I:\2019\bradfordco\ldr_19-01_sec_4.14\ldr_19-01_1stread_ord.docx

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 19-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 4.14.2 ENTITLED PERMITTED PRINCIPAL USES AND STRUCTURES BY DELETING AUTOMOTIVE SELF SERVICE STATION AS A PERMITTED PRINCIPAL USE AND STRUCTURE WITHIN THE "CG" COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

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

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

Section 1. Pursuant to an application, LDR 19-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 4.14.2 entitled "CG" Commercial, General, Permitted Principal Uses and Structures is hereby amended to read, as follows:

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.
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. Churches and other houses of worship.
19. 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.

Section 2. Pursuant to an application, LDR 19-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 4.14.5 entitled "CG" Commercial, General, Special Exceptions is hereby amended to read, as follows:

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.
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).

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

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

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

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

PASSED UPON FIRST READING on the 16th day of May 2019.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____, 2019.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

Ray Norman, County Clerk

Frank Durrance, Chair

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

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

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

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

PASSED UPON FIRST READING on the 16th day of May 2019.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2019.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

Ray Norman, County Clerk

Frank Durrance, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 3 (A) CareerSource North Central Florida - Local Workforce Development Board 9 - 2019-2020 Request of Waiver of 50% for Individual Training Account (ITA) Expenditures.

ORGANIZATION: CareerSource North Central Florida

PURPOSE: Reduces ITA expenditure requirement by 50% if this waiver is approved.

ASSOCIATED COST(S): N/A

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

Rachel A.Rhoden

From: Nair, Dhanya <dnair@pcgus.com>
Sent: Wednesday, May 1, 2019 10:04 AM
To: Rachel A.Rhoden
Cc: Avery, Frank; Burke, Katheryn
Subject: Agenda Item: Bradford Co. BoCC meeting on May 16, 2019
Attachments: Talking Points - CSNCFL PY 19-20 ITA waiver request Bradford Co..docx; PY 2019-2020 ITA Waiver Request.pdf; PY 19-20 ITA Waiver Request Signed by Vice Chair.pdf

Good Morning Rachel,

CSNCFL has an item that needs to go on the May 16, 2019 Bradford Co. BoCC Meeting Consent agenda. I have attached the supporting materials to this email and the background information is as follows.

Agenda Item Name:

CareerSource North Central Florida - Local Workforce Development Board 9 - 2019-2020 Request of Waiver of 50% ITA Expenditures

Item Description:

CareerSource North Central Florida - Local Workforce Development Board 9 - Request of Waiver of 50% ITA Expenditures. A one-year request for a waiver of the 50% expenditure requirement of WIOA Adult and Dislocated Worker funds to a 30% expenditure requirement.

Presenter:

Diane Burke, (386) 983-0167

Recommended Action:

Approve the application to request a one-year request for a waiver of the 50% expenditure requirement of WIOA Adult and Dislocated Worker funds to 30% expenditure requirement, authorize the Chair to execute same, and return to CareerSource North Central Florida for processing.

Prior Board Motions:

On February 4, 2019, the Bradford County Board of County Commissioners approved CareerSource North Central Florida - Local Workforce Development Board Region 9 - PY 2018-2019 Request of Waiver Extension of 50% Individual Training Account (ITA) Expenditures.

Background:

All Local Workforce Development Boards (LWDBs) have to comply with State Statute Section 445.003(3)(a)(1), which states:

At least 50 percent of the Title I funds for Adults and Dislocated Workers which are passed through to local workforce development boards shall be allocated to and expended on Individual Training Accounts unless a local workforce development board obtains a waiver from CareerSource Florida, Inc.

Tuition, books, and fees of training providers and other training services prescribed and authorized by the Workforce Innovation and Opportunity Act qualify as Individual Training Account expenditures.

Previously, CareerSource Florida (CSF) has provided three (3) methods by which a local workforce development board might obtain a waiver. Those methods were: 1. a complete waiver application with supporting documentation, or 2. a "Sliding Scale" waiver, or 3. a "One-Year Extension" waiver. Of course, any local workforce development board could ignore a waiver and meet the 50% requirement.

Based on a reduction in funding for CareerSource North Central Florida, CSF automatically awarded CareerSource North Central Florida - Local Workforce Development Board Local Area 9 a sliding scale ITA Waiver reducing its 50% ITA expenditure requirement to a 45% ITA expenditure requirement.

CareerSource North Central Florida now requests a waiver of the Adults and Dislocated Worker funding expenditure requirement on Individual Training Account expenditures from 50% to 30% for PY 2019-2020. As set forth in the proposed application, CareerSource North Central Florida reports that it has an abundance of training dollars from one federal grant from the U.S. Department of Labor, Employment and Training Administration that provides over \$326,000 for training hundreds of Alachua County and Bradford County residents in occupational skills training, on-the-job training/customized training, paid internships and entrepreneurial training in 2019-2020. The Board proposes it use the Federal grant dollars first for such training, which would free up formula funds to provide career services to the majority of customers who are not requesting or who do not need training to become competitively employed.

Fiscal Consideration:

This report has no financial implications for Bradford County.

Please let me know if you need anything else.

Thank you,

Dhanya Nair
Administrative Coordinator
(352) 359 - 3950

Talking Points

CareerSource North Central Florida - Local Workforce Development Board 9 - 2019-2020 Request of Waiver of 50% ITA Expenditures

May 16, 2019 BoCC Regular Meeting 6:30 pm

All local workforce development boards have to comply with Florida State Statute Section 445.003(3)(a)(1) which states:

- At least 50 percent of the Title I funds for Adults and Dislocated Workers which are passed through to local workforce development boards shall be allocated to and expended on Individual Training Accounts unless a local workforce development board obtains a waiver from CareerSource Florida, Inc. Tuition, books, and fees of training providers and other training services prescribed and authorized by the Workforce Innovation and Opportunity Act qualify as Individual Training Account expenditures.
- CareerSource North Central Florida is requesting a waiver of the 50% expenditure requirement of Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds for training, to a 30% expenditure requirement. LWDB 9 has an abundance of training dollars from two competitive federal grants from the U.S. Department of Labor, Employment and Training Administration (DOLETA); approval of the waiver would free up formula funds to provide career services for the vast majority of customers who are not requesting or who do not need training to become competitively employed. In the first three quarters of Program Year 2018-2019, July 1, 2018 through March 31, 2019 there were 41,040 center visits. Of those visits, only 2,309 or 5.6% were inquiries for training purposes. Furthermore, of the training inquiries, nearly half, 1,134 or 49.1%, were for the federally funded special project grants. The vast majority of visitors were looking for a job or attending a job fair. LWDB 9 requests this waiver to better serve the community in the growth and development of jobs, through job placement.
- Once approved by the CareerSource North Central Florida Board and the Chief Elected Official (Bradford BOCC), the waiver request will be submitted to Department of Economic Opportunity's Bureau of Financial Management and CareerSource Florida for their approval.

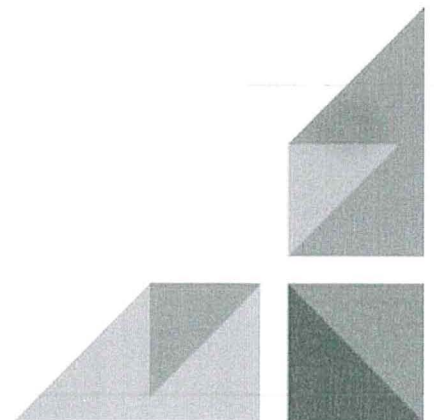


LWDB 9 Request of Waiver of 50% ITA Expenditures

A one-year request for a waiver of the 50% expenditure requirement of WIOA Adult and Dislocated Worker funds to 30% expenditure requirement.

Presented to
CareerSource Florida Board of Directors
PY 2019-2020

by
Frank Avery
Executive Director
Alachua Bradford Local Workforce Development Board
d/b/a CareerSource North Central Florida



Identify Reduction

CareerSource North Central Florida (CareerSource NCFL) is requesting a one year ITA expenditure waiver to reduce the ITA expenditure requirement from 50% to 30% of Title I combined funds for Adults and Dislocated Workers. During the 2019-2020 program year, CareerSource North Central Florida has an abundance of training dollars from a competitive federal grant from the Department of Labor, Employment and Training Administration, that are being used for occupational skills training, entrepreneurial skills training and paid work experience. Approval of this waiver request would free up formula funds to provide career services for the vast majority of customers who are not requesting or who do not need training to become competitively employed.

Combined funds for PY 2019-2020 for WIOA Adult and Dislocated Worker are \$995,518. Additionally we have \$326,100 in training funds available from a federal training grant for our region.

Funding Stream	PY2012-2013	PY2019-2020	Difference PY12-13 & PY19-20
WIOA Adult and Dislocated Worker	1,453,452	995,518	(457,934)
Welfare Transition	722,937	721,345	(1,592)
Wagner Peyser	447,826	381,551	(66,275)
Total	2,624,215	2,098,414	(525,801)

Reserved Training Funds

The reserved 30% training funds (\$298,655) will be spent on the following:

- Individual Training Accounts
- Customized Training
- On-the-Job Training
- Training Program Management
- Training Case Management
- Job Readiness Training

Diverted Training Funds

The 20% diverted training funds (\$199,104) will be spent on:

- Leveraging WIOA staff to case manage programs funded by formula and federal training dollars;
- Career services for all customers, and
- Associated cost pools for all WIOA activities.

Substantiating Documentation

This section focuses on documenting the rationale for the CareerSource NCFL waiver request.

The Lack of Demand for Authorized Training Services

Demand for allowable training services has decreased due to a robust labor market in Alachua and Bradford counties with a low unemployment rate of 3.2%, which is one of the lowest rates in the past ten (10) years. . To address the lessened demand, we have increased our outreach to businesses to identify their training needs, to identify training needs by industry sector, and to increase our information dissemination strategies.

CareerSource NCFL ensures that the following efforts are used to promote WIOA training:

- All jobseekers are presented information on education/training at every visit;
- Veterans are given priority of service for training participation and funding;
- Business Services Representatives routinely present education/training opportunities and encourage businesses to engage in work-based training for eligible new hires;
- Blast emails go out to thousands of jobseekers and business customers monthly promoting training opportunities;
- Website announcements, Facebook and Twitter announcements;
- Increased participation in local social services events, job fairs hosted by partners, etc.

Despite these efforts, we continue to fall short of a demand that meets a 50% expenditure rate for ITA eligible services in our WIOA Adult and Dislocated Worker funds.

CareerSource NCFL is the current fiscal agent and grant recipient of a competitive U.S. Department of Labor, Employment and Training grant (Strengthening Working Families Initiative) with more than \$326,000 allocated for training hundreds of Alachua and Bradford residents in occupational skills training, on-the-job training/customized training, paid internships and entrepreneurial training in 2019-2020. All programs are operated out of the CareerSource NCFL career centers and bring increased training and occupational skills upgrading opportunities for the unemployed, specifically low- to middle-skilled individuals who require skills training to become self-sufficient. The eligibility for training in these Federal programs is considerably less rigorous than eligibility for WIOA Dislocated Worker or WIOA Adult training services, and is not income dependent. Given these substantial Federal resources and the priority of CareerSource NCFL to invest in these programs for this program year, we will utilize federal dollars for training individuals first and then provide training outside of those programs secondarily. Additionally we do co-enroll federal grant participants into WIOA as needed to leverage those program benefits; however, we use the much greater volume of federal grant dollars for the actual training. By using our federal grant funds to support the regional training needs we actually spend significantly more than the 50% expenditure rate for WIOA Adult and Dislocated Worker dollars in training and have for the past 8 years.

Local Workforce Development Area 9 has one of the lowest unemployment rates in the state. A low unemployment rate demonstrates that most persons who are looking for jobs are finding jobs quickly

thus reducing the need for training to make them viable re-employment candidates. Most unemployed jobseekers within our system want to return to work as quickly as possible and do not have the luxury or the time to spend weeks and/or months in training. This is especially true of workers who have been dislocated. It is specifically challenging to utilize our Dislocated Worker training dollars as the demand for experienced workers by employers in our region generally precludes eligibility for those who will be returning to their prior industry, which is most of our unemployed professionals. An example of this is a high demand for experienced Information Technology developers and programmers that have multiple years of experience in that field. These jobseekers are finding jobs within the region quickly but may need some skills upgrading in their field in specific programming languages that cannot be provided through Dislocated Worker funding, but for which our Federal training dollars are designed to provide. An additional strategic focus of the CareerSource NCFL Board is to assist long-term unemployed and underemployed jobseekers in developing the skills they need to work for themselves if they are unable to find traditional self-sustaining employment. Although entrepreneurial training is an allowable ITA expenditure, these activities are amply funded with our federal grant dollars and the state formula funds would be better served as leverage in providing career and follow-up services and support to these potential entrepreneurs, thus creating new businesses and new jobs for our communities. Our board is committed to supporting the thriving startup community.

We feel that duplicating these well-funded federal efforts with formula funding is a waste of resources and taxpayer dollars and that pass-through dollars from the state could be better utilized in supporting the infrastructure necessary to support both the reserve ITA dollars and the federal training dollars. CareerSource NCFL is a good steward of our public funding and routinely works to utilize the entire pool of regional funding (state and federal dollars) in the most cost-efficient method possible, reducing duplication of services between programs and partners.

Greater Demand for Career and Support Services

A higher percentage of our workers visit the career centers for job search and other assistance in locating employment than do customers who visit the career centers to inquire about training opportunities. In the first three quarters of Program Year 2018-2019, July 1, 2018 through March 31, 2019, according to Atlas, the career center sign-in tracking program, there were 41,040 center visits. Of those visits, only 2,309 or 5.6% were inquiries for training purposes. Furthermore, of the training inquiries, nearly half, 1,134 or 49.1%, were for the federally funded special project grants. The vast majority of visitors were looking for a job or attending a job fair. Although we have ramped up our recruiting efforts to training programs, many of our jobseekers are reluctant to look into training for various reasons, primarily the need to immediately obtain employment to support themselves and their families. In most instances, a jobseeker requires the full range of career services prior to enrolling in training. Since pre-training enrollment and placement into jobs is not an eligible ITA expenditure, it doesn't count toward the ITA expenditure requirement. It is not unusual for jobseekers to work with a WIOA Staffing Specialist for several months before the need for training is identified, if they are unable to find work. The WIOA requirements clearly state that training is based on identified need in order to retain or obtain employment that leads to economic self-sufficiency and that the individual is unlikely to

obtain or retain employment from only career services. Only those eligible jobseekers who do not find employment through career services are referred for a training assessment to determine the most appropriate training pathway to assure employment and self-sufficiency. Documentation and need for training must be well documented in Employ Florida and the worker's case file. The Florida ITA expenditure requirement (which no other state requires) is not supportive of a work first model by focusing on the promotion of training to those who may not need it to obtain or retain employment after receiving other career services, especially during a period of high Pell Grant availability. The WIOA law section 134 continues to mandate the requirements of WIA 134(d)(4)(B), which limits the use of funds for training services when there is no or insufficient grant assistance from other sources available to pay for those costs. The statute specifically requires that funds not be used to pay for the costs of training when Pell Grant funds or grant assistance from other sources are available.

Career services that are provided to workers – whether they are seeking training or not – may include:

- a staff facilitated initial assessment to determine barriers to employment and referral needs;
- determining an individual eligible for Adult or Dislocated Worker services;
- job search and job placement activities;
- providing information on and referral to services for which the individual may be eligible based on their initial assessment;
- comprehensive aptitude, interest and career assessments;
- the development of an individualized career plan that develops employment goals and objectives for achievement of those goals;
- individual counseling and career planning;
- short-term prevocational skills to prepare them for unsubsidized training; and
- case management for those not yet enrolled in training services or for those seeking training services but not yet enrolled.

CareerSource NCFL staff spend a great deal of time on these activities yet this time and effort is not adequately funded, especially for those jobseekers who ultimately choose training as their best option for finding employment.

Additionally, most of our jobseekers require employment support assistance while participating in WIOA services or when newly on the job, including transportation assistance and the tools and equipment needed to be successful on the job. Our ability to do this has also been compromised as these costs are not included in the 50% requirement.

Greater Demand for Business Services

CareerSource NCFL provides excellent customer service to our employer customers. We excel in developing relationships with employers, industry associations and employer groups. To accomplish this, CareerSource NCFL contracts with the Gainesville Area Chamber of Commerce in Alachua County and the North Florida Regional Chamber of Commerce in Bradford County to provide focused, customer service driven business services to employers within our region.

Our interactions with our employer customers are used to develop strategies for helping employers recruit qualified employees for their open positions. Most employers are not looking for newly trained workers but want workers that possess the work ready skills for the jobs as soon as they are hired. Most businesses then train their workers on the specialized equipment or software needed for performance of the job. Those businesses that have communicated the need to have specialized training work closely with our business services team to develop funding strategies for customized and OJT training funded locally and through Florida Flex and incumbent worker training.

The Business Services teams spend a great deal of their time and effort on assisting new and expanding businesses with developing hiring plans. We also work with employers in developing a regional strategy for developing training programs and strategies for the future. The increased need for technologically savvy workers in every industry is evident and our Business Services team is the conduit between the business community and our workforce board in developing training strategies that are most needed in our region. These are essential tasks that are not allowable with the 50% reserve dollars.

CareerSource NCFL listens to the needs of employers. For example, we have found many industries and both large and small employers within these varied industries express the need for better technical learning skills in entry level workers. Consequently, we have pursued additional funding by applying for grants from DOL to provide such training that is not encumbered by a ratio of how much money is spent on training versus other activities that lead up to and provide services after training. In fact, our federal grants devote nearly 60% of the budget to training activities. CareerSource NCFL consistently works with our training institutions to bridge the gaps experienced by the employers and the available workforce in our communities.

Financial Impact on the Provision of Client Services

CareerSource North Central Florida is operating at a **31.5% loss in formula funding from the 2012-2013 PY** excluding youth funds since they are not subject to the ITA expenditure requirement. Including WIOA Youth funds, CareerSource North Central Florida is operating at a 7.1% loss in formula funding from the 2012-2013 PY. While we have seen slight increases in WIOA Youth funds since PY 2012-2013, they too have their own tightened restrictions, and cannot absorb the costs of the other programs. For PY 2019-2020 compared to 2012-2013 the following are true:

- The career center service provider continues to work with a reduced career center staff than previous years. The rejection of the waiver may cause a reduction in additional positions.
- Consequently, they are operating with less staff to provide less hands-on career planning and services provided to customers;
- They have increased staff job duties to cover required services;
- Fewer staff makes career center coverage very difficult when individuals are out on leave or on their lunch hour, putting other staff at risk;
- We continue to operate with reduced expenditures of operating costs such as office supplies, equipment, etc.

The restrictive use of WIOA funding streams has created a hardship in budgeting to retain the level of services our jobseekers and businesses deserve. This requirement is also a significant barrier to meeting many of our performance measures.



careersourcencfl.com

To the CareerSource Florida Waiver Review Committee:

Thank you for the opportunity to request a waiver extension. Your consideration is greatly appreciated by the Regional 9 Regional Workforce Board and its Chief Elected Officials.

The Alachua Bradford Regional Workforce Board d/b/a CareerSource North Central Florida is providing the requested information in support of an extension of its waiver of the 50% ITA expenditure requirement.

We agree that if the conditions warranting the waiver change, CareerSource North Central Florida commits to comply with the ITA reserve requirement and will notify CareerSource Florida of such compliance. Should the committee need further information or clarification, the Executive Director, Frank Avery, will be available for discussion.

Sincerely,

[Signature]
Board Chair VICE-CHAIR

22 APRIL '19
Date

Executive Director

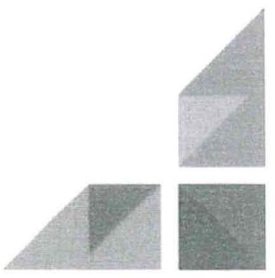
Date

Chief Elected Official - Alachua County

Date

Chief Elected Official - Bradford County

Date





careersourcencfl.com

To the CareerSource Florida Waiver Review Committee:

Thank you for the opportunity to request a waiver extension. Your consideration is greatly appreciated by the Regional 9 Regional Workforce Board and its Chief Elected Officials.

The Alachua Bradford Regional Workforce Board d/b/a CareerSource North Central Florida is providing the requested information in support of an extension of its waiver of the 50% ITA expenditure requirement.

We agree that if the conditions warranting the waiver change, CareerSource North Central Florida commits to comply with the ITA reserve requirement and will notify CareerSource Florida of such compliance. Should the committee need further information or clarification, the Executive Director, Frank Avery, will be available for discussion.

Sincerely,

 LH 4/17/19
Board Chair VICE-CHAIR 15

22 APRIL '19
Date

Executive Director

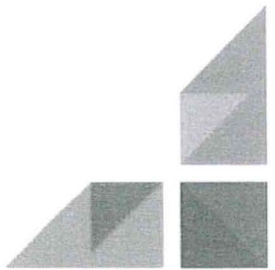
Date

Chief Elected Official - Alachua County

Date

Chief Elected Official - Bradford County

Date



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 3 (B): Consider approval to renew Century Ambulance Service's Certificate of Public Convenience and Necessity (COPCN) for Basic Life Support and/or Advanced Life Support transport services.

DEPARTMENT: Emergency Medical Services

PURPOSE/DESCRIPTION: Renew COPCN (current certificate expires on 7.10.19) that is required to provide inter-facility ambulance transports from Shands Starke Regional Medical Center, as well as ambulance transports to and from the Department of Corrections Facilities & to and from the Skilled Nursing Facilities within Bradford County, and to provide ambulance transport upon the request of Bradford County Emergency Medical Services.

ASSOCIATED COST(S): N/A

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



ALLEN PARRISH
DIRECTOR

PETER J. GIANAS, M.D.
MEDICAL DIRECTOR

BENJAMIN P. CARTER
QUALITY ASSURANCE CAPTAIN

CAPT. RON JOHNSON
OPERATIONS CAPTAIN

CAPT. MATT MALONEY
TRAINING CAPTAIN

SHERIE JEWETT
OFFICE MANAGER

Telephone:
904-966-6911

Fax:
904-966-6171

Internet:
www.bradfordcountyfl.gov

Bradford County
Department of Emergency Services
945-C North Temple Avenue – Starke, Florida 32091

April 24, 2019

Memorandum:

To: Rachel Rhoden, Deputy County Manager
Subject: Century Ambulance Service , COPCN Renewal Request
From: Allen Parrish, Director of Emergency Medical Services

Attached you will find a completed request and payment of application for the renewal of a currently issued Certificate of Public Convenience and Need (COPCN) from Century Ambulance Services, Inc.

BACKGROUND

Century Ambulance Services, Inc. has previously and currently maintains a COPCN to provide inter-facility ambulance transports from Shands Starke Regional Medical Center, ambulance transports to & from Department of Corrections Facilities within Bradford County, ambulance transports to & from skilled nursing facilities within Bradford County, and to provide ambulance transport upon the request of Bradford County Emergency Medical Services.

PAST PERFORMANCE

Century Ambulance Services, Inc. maintains an professional and collaborative working relationship with area first responders, local healthcare facilities, and community.

RECOMMENDATION

As you know, Bradford County Emergency Medical Services is the sole provider of pre-hospital emergency medical response, treatment, and transport of the sick & injured within Bradford County's 911 / public safety system. As such, our resources are limited with respect to providing any services beyond 911 & emergency calls for service to the citizens of Bradford County.

Based upon the inability for BCEMS to provide these ancillary services due to a limited amount of resources, I fully recommend that the Board of County Commissioners approve the attached COPCN renewal request for Century Ambulance Services, Inc. and I am requesting that this item be placed on the next available BOCC Meeting Agenda for action by the BOCC.

Please contact me should you have any questions or if I may provide any additional information regarding this request.

Allen
Parrish

Digitally signed by: Allen Parrish
DN: CN = Allen Parrish email =
allen_parrish@bradfordcountyfl.gov C = US O =
Bradford County Emergency Medical Services OU
= Director
Date: 2019.04.24 14:39:12 -05'00'



April 19, 2019

Bradford County Clerk of the Court
P.O. Drawer B
Starke, Florida 32091

Dear Clerk of the Court,

Century Ambulance Service's current Certificate of Public Convenience and Necessity (COPCN) from Bradford County is set to expire on July 10, 2019. We are requesting renewal of our COPCN to continue serving Bradford County. I have enclosed the information requested by county ordinance, section 38-34. A check for \$500.00 is enclosed as requested by county ordinance, section 38-39.

Please contact me if I can assist further in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond E. Bailey", is written over the typed name.

Raymond E. Bailey
Director of Operations

35388

Vendor ID	Name	Payment Number	Check Date	Document Number
BRAD0004	Bradford County Board of County Co	00024870	4/19/2019	35388
Our Voucher Number	Date	Amount	Amount Paid	Discount
Prepayment	4/19/2019	\$0.00	\$500.00	\$0.00
				Net Amount Paid
				\$500.00

\$0.00 \$500.00 \$0.00 \$500.00

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

CENTURY AMBULANCE SERVICE, INC.
 2110 HERSCHEL STREET
 JACKSONVILLE, FL 32204
 TELEPHONE: (904) 356-0835



35388

DATE	AMOUNT
4/19/2019	\$500.00

Five Hundred Dollars And 00 Cents

PAY TO THE ORDER OF:

Bradford County Board of County Commission

CENTURY AMBULANCE SERVICE, INC.

VOID AFTER 90 DAYS

Memo:

⑈035388⑈ ⑆063113057⑆ 7450439091⑈



- 1) Century Ambulance Service, Inc.
2110 Herschel Street
Jacksonville, Florida 32204

Administration phone numbers:
904-356-0835
888-416-3411

Dispatch phone numbers:
904-356-2828
800-771-2829

- 2) We are requesting a certificate for BLS and ALS with transport capabilities of both.
- 3) We are contracted with the State of Florida Department of Corrections (DOC) and Shands Strake Regional Medical Center to provide ambulance transports for their patients. We will transport non-emergency calls from skilled nursing facilities. We will respond to call as requested by Bradford County EMS.
- 4) We provide ambulance transports from DOC facilities, the hospital, and skilled nursing facilities within the county to medical facilities within and outside of the county, and into the county from outside the county.
- 5) Century Ambulance holds a COPCN from Baker, Bay, Broward, Clay, Columbia, Duval, Flagler, Madison, Nassau, Putnam, Saint Johns, Suwannee, and Union Counties to provide ALS and BLS transport services.
- 6) Our commercial rate schedule is enclosed.
- 7) Century Ambulance currently has a unit located in Bradford County at 107-C Edwards Road, Starke, Florida 32091. This unit currently operates 10:00am to 10:00pm, 7 days a week. We also respond units from Duval, Clay, or Columbia Counties as needed. All personnel are state certified EMTs or Paramedics. We provide 24-hour, 7 day a week service.
- 8) Our corporate office is in Jacksonville and we have ambulance stations located in Broward, Clay, Columbia, Duval, Nassau, Saint Johns, and Suwannee Counties.
- 9) None



Commercial Rate Schedule

October 01, 2018

Basic Life Support (BLS) Ambulance – Emergency	\$742.63
Basic Life Support (BLS) Ambulance – Non-Emergency	\$742.63
Advanced Life Support (ALS) Ambulance – Emergency	\$795.68
Advanced Life Support (ALS) Ambulance – Non-Emergency	\$795.68
Advanced Life Support – 2 (ALS-2)	\$848.72
Specialty Care Transport (SCT)	\$954.81
Neonate Intensive Care Unit (NICU)	\$954.81
Pediatric Intensive Care Unit (PICU)	\$954.81
Mileage Rate Per Mile	\$15.91
Ambulance Waiting Time Per Hour	\$165.00

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 3 (C): Request to refer delinquent EMS accounts in the amount of \$23,547.29 to Gila Corporation for further collection efforts.

DEPARTMENT: Emergency Medical Services

PURPOSE/DESCRIPTION: Refer delinquent EMS accounts to collections

ASSOCIATED COST(S): 22% collection fee

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



ALLEN PARRISH
Director
allen_parrish@bradfordcountyfl.gov

PETER J. GIANAS, M.D.
MEDICAL DIRECTOR

Telephone:
904-966-6911

Fax:
904-966-6171

Internet:
www.bradfordcountyfl.gov

Bradford County
Department of Emergency Services
945-C North Temple Avenue, Starke Florida 32091

May 1, 2019

Memorandum:

To: Mr. Brad Carter, County Manager
From: Allen Parrish, BCEMS Director
Subject: Request to refer EMS accounts to collections

As you know, the EMS Department has been moving forward with compiling and evaluating the uncollectible accounts that are reflected within the EMS accounting system.

At this time, I submit the amount of \$23,547.29 and request that the BOCC consider this amount to be referred to Gila Corporation – Municipal Services Bureau for further collection efforts.

The requested amount is a compilation of outstanding accounts that reflect no payment activity within the last 4-6 months.

I thank you for your continued support and patience of the EMS Department as we continue to navigate the accounting system.

Please contact me should you require any additional information.

Professionally,

Allen Parrish, Director
Bradford County EMS

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019
AGENDA ITEM : 3(D) Minutes of BoCC 04-18-19 Regular Meeting
DEPARTMENT: Clerk to the Board
PURPOSE: Official Meeting Minutes
ASSOCIATED COST(S): N/A
BUDGET LINE (G/L #): N/A

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

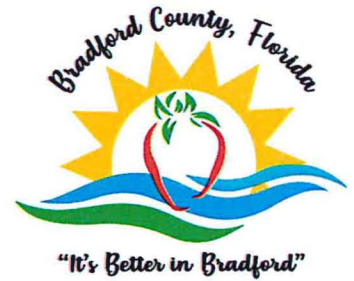
RECOMMENDED ACTION: Approve items as part of the Consent Agenda.

AGENDA ITEM APPROVAL

CLERK OF COURTS: Ray Jorman DATE: 5-2-19
COUNTY ATTORNEY: _____ DATE: _____
COUNTY MANAGER: _____ DATE: _____

**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

April 18, 2019
County Commission Chambers
945 North Temple Avenue
Starke, FL 32091
Regular Scheduled Meeting
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; Allen Parrish, Emergency Medical Services Director; Dean Bennett, Facility Maintenance Director; Sheriff Smith; Jason Dodds, Road Superintendent; Mark Crawford, Press; Bennie Jackson, Solid Waste and Mosquito Control Director; Kelley Canady, Community Development Director; Ian Waters, I.T. Technical Systems Administrator; Tyler Roddenberry, I.T. Manager; Ben Riggs, I.T. Support Specialist; Shane Thornton, Assistant Director of Facility Maintenance; Wendy Russell, Deputy Director of Emergency Management.

CALL TO ORDER: Chairman Durrance called the meeting to order at 6:30 p.m.

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

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

Lon Adkins

- Volunteer Fire Services

Paul McDavid

- Volunteer Fire Services

Tommy Tatum

- Volunteer Fire Services
- Hybrid Fire System
- Proposed Fire Assessment

Billy Rehberg

- Volunteer Fire Services
- Proposed Fire Assessment
- Need for a social media page for the county.

Paul Still

- Management of the USDA EWP Grant
- Item "H" on the Consent Agenda
- Hiring Outside Legal Counsel to Avoid Litigation

Mitchell Gunter

- Proposed Fire Assessment
- Cost of the New Fire Station

(This item was not on the agenda, but permitted by Chairman Durrance.)

PRESENTATION BY VICTOR CORA, a Florida Partnership Specialist with the Atlanta Regional Census Center

Chairman Durrance recognized Mr. Cora, who made a presentation regarding the 2020 Census. Census data determines the number of representatives each state gets in congress and federal dollars are distributed based on census data. For every 100 persons who are not enumerated in the county, you lose \$1.4 million in appropriation over a 10-year period. The data collected in the 2020 census will be used for 10 years. Mr. Cora encouraged the county to form a "Complete Count Committee" to help enumerate as many people in the county to get the most accurate and complete count possible. He briefly explained what a "Complete Count Committee" is and who should serve on the committee.

In response to inquiry by Vice-Chairman Dougherty, Mr. Cora briefly reviewed the time tables of events leading up to the census and the census process itself.

2. CONSENT AGENDA

- A. RETROACTIVE APPROVAL (Signed by Chairman Durrance on 04-01-19 to meet application deadline of 04-15-19) OF CAREERSOURCE NORTH CENTRAL FLORIDA APPLICATION FOR SUBSEQUENT LOCAL WORKFORCE DEVELOPMENT AREA DESIGNATION**
- B. REQUEST TO REFER DELINQUENT EMS ACCOUNTS IN THE AMOUNT OF \$76,169,07 TO GILA CORPORATION FOR FURTHER COLLECTION EFFORTS**
- C. RENEW ANNUAL SUBSCRIPTION AGREEMENT WITH ALADTEC, INC. FOR ONLINE EMPLOYEE SCHEDULING AND WORKFORCE MANAGEMENT**
- D. MINUTES OF 03-21-19 REGULAR MEETING**
- E. INVENTORY SURPLUS LIST**
- F. CONSIDER APPROVAL OF A VISA COMMUNITY CARD APPLICATION TO REPLACE CREDIT CARDS THROUGH CAPITAL CITY BANK TO NOW INCLUDE A CASH REWARDS PROGRAM TO HELP OFF SET THE MONTHLY CREDIT CARD BILL**
- G. S.H.I.P.—PURCHASE ASSISTANCE-SUBORDINATION AGREEMENT (Sweeten)**

- H. **CONSIDER RETROACTIVE APPROVAL (Approved/signed by Chairman Durrance on 03-21-19) OF SOUTHERN DISASTER RECOVERY, LLC—CHANGE ORDER NO. 2, ADDING FUNDS TO THE TOTAL CONTRACT PRICE IN THE AMOUNT OF \$342,000.00 (Funding available in the USDA grant). THE BoCC APPROVED THE SCOPE OF WORK ON 03-21-19**
- I. **CONSIDER RETROACTIVE APPROVAL (Approved/Signed by County Manager Brad Carter on 04-11-19) OF CHANGE ORDER NO. 2 FOR A 14-DAY TIME EXTENSION ON S.E. 150th ST. ROADWAY CONSTRUCTION PROJECT. NEW SUBSTANTIAL COMPLETION DATE 04-29-19**

Following brief discussion on *Items “B”, “H”, and “I”, Vice-Chairman Dougherty moved, seconded by Commissioner Thompson, and carried 5-0, to approve the [Consent Agenda](#) in its entirety.*

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. COUNTY ATTORNEY REPORTS—Will Sexton:

- A. **RESOLUTION—Authorizing Execution of Agreement with FDOT for Sidewalk Project #433991-2-58-01**

Mr. Sexton read the resolution by title and presented it for consideration.

Vice-Chairman Dougherty moved, seconded by Commissioner Chandler, and carried 5-0, to adopt the Resolution. ([Resolution No. 2019-21.](#))

(Moved to item “7D” on the Agenda):

DISCUSSION AND APPROVAL OF FIRE SAFETY INSPECTION SERVICE FROM EITHER OF THE FOLLOWING AVAILABLE VENDORS

- i. **Northeast Florida Inspection Service, LLC - \$0.00 to \$100.00 (flat fee) for various fire safety inspection services**
- ii. **Universal Engineering Sciences, Inc. - \$90.00 or more per hour for any fire safety inspection services.**

RECOMMENDED ACTION: Approve a vendor for the county to utilize for fire safety inspection services.

Mr. Sexton advised that following the departure of Mr. Ware tomorrow, the county will need to procure the services of a licensed fire inspector to comply with *Chapter 633, Florida Statutes* to insure that the required inspections and plans review for proposed development projects are not delayed. Staff has obtained information concerning three (3) temporary options for the Board to consider; i and ii above, and a third option that developed since the publication of the agenda, which is to hire a part-time employee. There is a local gentlemen (Mr. Christopher Cooksey) who has the appropriate licenses and who has indicated to the county that he would be willing to become a part-time employee.

Discussion ensued which was not limited to but included:

- The number of and types of inspections.
- Cost analysis for hiring a part-time employee.
- The cost effectiveness of each option.

Mr. Carter stated that it would be easier to control the cost by hiring a part-time employee, working by the hour.

- What to do in the interim.
 - a. Universal Engineering under current contract.
 - b. Mr. Chip Earls, Fire Marshal for the City of Starke
- Advertising an RFQ/RFP for the services.

Mr. Sexton advised that the county currently uses Universal as a temporary fill-in for building inspections when Mr. Rod Crawford is not available. Individual engagements on an as-needed basis do not rise to the dollar threshold of the purchasing policy to require an RFQ.

*Vice-Chairman Dougherty moved, seconded by Commissioner Riddick, and **carried 5-0**, to authorize staff to use all three options on a temporary basis; investigate which is the most cost effective and report the findings to the Board.*

Vice-Chairman Dougherty added that at some point, there needs to be a negotiated rate with all three.

5. SHERIFF REPORTS—Gordon Smith:

Sheriff Smith announced that Bradford County was featured in the Sheriff's Association All Points Bulletin for the active shooter training recently held at the high school. He distributed copies of the bulletin and thanked all the parties involved who contributed to the success of the training.

Sheriff Smith provided a status summary on the Hurricane Irma reimbursement process ([handout](#)). The estimated difference in expenditures versus anticipated reimbursements is approximately \$350,000.00, in favor of the county.

A. CONSIDER APPROVAL OF AN INVOICE FROM SMARTCOP IN THE AMOUNT OF \$44,537.00 FOR ANNUAL SERVICES TO THE SHERIFF'S OFFICE

(IGCF approved 04-04-19)

ASSOCIATED COST: \$44,537.00

RECOMMENDED MOTION: "Approve the invoice from SmartCop in the amount of \$44,537.00 for annual services to the Sheriff's Office."

Sheriff Smith presented the invoice for consideration.

*Commissioner Riddick moved, seconded by Vice-Chairman Dougherty, and **carried 5-0**, to approve the [invoice for SmartCop](#) in the amount of **\$44,537.00**.*

B. CONSIDER APPROVAL OF AN INVOICE FROM SMARTCOP IN THE AMOUNT OF \$5,528.00 FOR ANNUAL SERVICES TO THE STARKE POLICE DEPARTMENT (IGCF approved 04-04-19)

ASSOCIATED COST: \$5,528.00

RECOMMENDED MOTION: "To approve the invoice from SmartCop in the amount of \$5,528.00 for annual services to the Starke Police Department."

Sheriff Smith presented the invoice for consideration.

Vice-Chairman Dougherty moved, seconded by Commissioner Thompson, and carried 5-0, to approve \$5,528.00 for annual services to the Starke Police Department.

C. REQUEST FOR DISBURSEMENT FROM THE JAIL MAINTENANCE AND MEDICAL EMERGENCY SET-ASIDE ACCOUNT IN THE AMOUNT OF \$405,323.12

ASSOCIATED COST: \$405,323.12

RECOMMENDED MOTION: If the Board desires to approve the request, the following motion should be made:
"To approve a request made by the Sheriff's Office for disbursement from the Jail Maintenance & Medical Emergency set-aside account in the amount of \$405,323.12."

Chairman Durrance announced the removal of this item from the agenda.

D. CONSIDER APPROVAL OF A PROPOSAL FROM SUMMERILL LAW FIRM, PLLC FOR CALCULATING AND NEGOTIATING A NEW PER DIEM RATE FOR HOUSING PRISONERS IN THE BRADFORD COUNTY JAIL

ASSOCIATED COST: \$22,500.00 (Firm fixed fee)

Phase One: \$10,500.00 paid upon successful submission of USMS proposal. If the Sheriff chooses not to submit the new USMS proposal prepared by Summerill, NO FEE shall be paid to Summerill.

Phase Two: \$12,000.00 after execution of new USMA.

RECOMMENDED MOTION: If the Board desires to approve this request, the following motion should be made:
"To approve the proposal provided by Summerill Law Firm, PLLC for calculating and negotiating a new per diem rate for housing U.S. Marshals Service (USMS) prisoners in the Bradford County Jail."

Sheriff Smith presented the proposal for consideration. Mr. Sexton and Mr. Carter have reviewed the proposal.

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

E. RESOLUTION—Confirming Proclamation of a Local State of Emergency (April 3-9)

Ms. Russell reported that Lt. Shuford was unable to attend the meeting as he is attending a ceremony in Daytona accepting an award on the county's behalf for "Project of the Year" from the American Public Works Association in regards to the Sampson River Flood Abatement Project. The project will also be considered for a national award. The final inspection for the project is scheduled for tomorrow morning.

Ms. Russell announced the possibility of severe weather scheduled to make its way through the county tomorrow. Emergency Management will closely monitor the situation.

Ms. Russell read the resolution by title and presented it for consideration.

*Commissioner Thompson moved, seconded by Commissioner Riddick, and **carried 5-0, to adopt the resolution.** ([Resolution No. 2019-22.](#))*

F. RESOLUTION—Confirming Proclamation of a Local State of Emergency (April 10-16)

Ms. Russell read the resolution by title and presented it for consideration.

*Vice-Chairman Dougherty moved, seconded by Commissioner Riddick, and **carried 5-0, to adopt the resolution.** ([Resolution No. 2019-23.](#))*

G. RESOLUTION—Confirming Proclamation of a Local State of Emergency (April 17-23)

Ms. Russell read the resolution by title and presented it for consideration.

*Commissioner Riddick moved, seconded by Commissioner Thompson, and **carried 5-0, to adopt the resolution as read.** ([Resolution No. 2019-24.](#))*

Sheriff Smith presented comments supporting volunteer firefighters and stated his perspective for a successful Fire Department. Sheriff Smith affirmed his willingness to serve in whatever capacity the Board desires.

Chairman Durrance, Vice-Chairman Dougherty and Commissioner Thompson presented comments, making reference to their duties and responsibilities, and their expectations for Monday's workshop on the Fire Department.

6. CLERK REPORTS—Clerk Norman: None.

7. COUNTY MANAGER REPORT—Brad Carter:

A. REQUEST PERMISSION TO SELL A PIECE OF EQUIPMENT LOCATED AT THE ROAD DEPARTMENT (JOHN DEERE 6110 WITH ALAMO SIDE BOOM) TO BEARD EQUIPMENT COMPANY IN THE AMOUNT OF \$65,000.00—Jason Dodds, Road Superintendent:

ASSOCIATED COST: \$65,000.00

RECOMMENDED MOTION: If the Board desires to approve this request, the following motion should be made:
“To sell a John Deere 6110 with Alamo Side Boom to Beard Equipment Company in the amount of \$65,000.00

Mr. Dodds presented the request. *Vice-Chairman Dougherty moved, seconded by Commissioner Thompson, and carried 5-0, to approve [the request](#).*

B. REQUEST PERMISSION TO LEASE A JOHN DEERE 331G (Skid Steer Loader)—TOTAL BASE PRICE \$73,500.00 WITH A 36-MO./3,000-HOUR LEASE PAYMENT OF \$1,298.00—Jason Dodds, Road Superintendent:

ASSOCIATED COST: Total base price \$73,500.00 with a 36 mo./3,000-hour Lease Payment of \$1,298.00

RECOMMENDED MOTION: If the Board desires to approve this request, the following motion should be made:
“To lease a John Deere 331G (Skid Loader) with a 36 mo./3,000-hour lease payment of \$1,298.00.”

Mr. Dodds presented the request. He requested to change the monthly payments to annual payments of \$15,576.00 instead.

Commissioner Thompson moved, seconded by Commissioner Riddick, and carried 5-0, to approve [the request](#).

C. CONSIDER PURCHASING THE FOLLOWING PIECES OF EQUIPMENT TO ATTACH TO A JOHN DEERE 331G(Skid Steer Loader)—Jason Dodds, Road Superintendent:

i. RS72 Extreme Duty 72” Rotary Mower - \$11,025.00

ii. GR84B Rock and 84” Brush Grapple - \$3,955.00

RECOMMENDED MOTION: If the Board desires to approve the purchase of both pieces of equipment, two separate motions should be made as follows:
--“To purchase a RS72 Extreme Duty 72” Rotary Mower for \$11,025.00”
--“To purchase a GR84B Rock and 84” Brush Grapple for \$3,955.00

Mr. Dodds presented the request.

Following brief discussion, *Vice-Chairman Dougherty moved, seconded by Commissioner Thompson, and carried 5-0, to approve [Item C. i. and ii.](#)*

Clerk Norman recommended paying for these items with Fiscally Constrained funds rather than the Road Department budget.

D. DISCUSSION AND APPROVAL OF FIRE SAFETY INSPECTION SERVICE FROM EITHER OF THE FOLLOWING AVAILABLE VENDORS

- iii. **Northeast Florida Inspection Service, LLC - \$0.00 to \$100.00 (flat fee) for various fire safety inspection services**
- iv. **Universal Engineering Sciences, Inc. - \$90.00 or more per hour for any fire safety inspection services.**

RECOMMENDED ACTION: Approve a vendor for the county to utilize for fire safety inspection services.

(Handled earlier in the meeting.)

E. REQUEST PERMISSION TO ADVERTISE FOR BIDS ON CULVERTS (Metal and Plastic)

Mr. Dodds presented the request.

Commissioner Riddick moved, seconded by Vice-Chairman Dougherty, and carried 5-0, to advertise for bids for culverts, both metal and plastic.

8. COMMISSIONERS' COMMENTS:

Commissioner Riddick:

- Presented comments on the true meaning of Easter.

Vice-Chairman Dougherty:

- In the spirit of accountability, he would like evaluations performed on the County Manager, the Deputy County Manager and the County Attorney. He will get something together and move forward.

9. CHAIRMAN COMMENTS—Chairman Durrance:

Chairman Durrance stated that the tragedy of making mistakes is not learning from them. The events of late have been a learning experience. All of the questions have not been answered, but he feels the Board has a better understanding of where the county needs to be. He has positive expectations for Monday's workshop to discuss the Fire Department. The attendance at the recent meetings is evidence that citizens are concerned about the county.

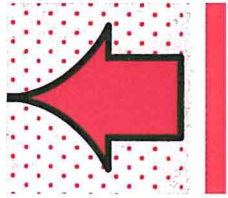
Vice-Chairman Dougherty encouraged citizen involvement in all County Commission meetings, specifically making reference to Monday's workshop on the Fire Department.

Clerk Norman added that it comes down to working together as a team in whatever the situation may be.

ADJOURN: There being no further business, the meeting adjourned at 7:48 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 Scheduled Meeting of _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 3(E) Bradford County FY10 Community Development Block
Grant Program DEO Contract No. 11DB-C5-03-14-01-H17
Unit No. 10-11 Maestre Satisfaction of Mortgage

DEPARTMENT: Community Development/SHIP

PURPOSE: The Mortgage that is attached to this project has expired,
therefore a Satisfaction of Mortgage needs to be done to
satisfy the lien against the property for the repairs done.

ASSOCIATED COST(S): -0-

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



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 3, 2019

Ms. Kelly Canady
Community Development Director
Bradford County
P.O. Drawer B
Starke, FL 32091

RE: Bradford County FY10 Community Development Block Grant Program
DEO Contract No. 11DB-C5-03-14-01-H17
Unit No. 10-11 Nancy O. Maestre
Satisfaction of Mortgage

Dear Kelly:

Please find enclosed a Satisfaction of Mortgage for the above referenced property. This Satisfaction of Mortgage should be reviewed by the County Attorney as to form and sufficiency prior to being signed by the County.

Subsequent to your review and approval, please have the Chair and County Clerk sign the Satisfaction of Mortgage, have their signatures witnessed and notarized, retain a copy of the signed document for your files and send a copy of the signed document to me for our files.

If you have any questions concerning this matter, please do not hesitate to contact Lauren Yetter, Senior Planner, at 352.955.2200, ext. 113.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

q:\cdbgfile\fy10\bradford\satisfaction of mortgages\mortsat_maestre.doc

Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, the owner and holder of a certain mortgage deed executed by NANCY O. MAESTRE, a single person, 535 Southeast 42nd Street, Keystone Heights, FL 32656, hereinafter called the Mortgagor, to Bradford County, Florida, a political subdivision of the State of Florida, 945 North Temple Avenue, Starke, Florida 32091, hereinafter called the Mortgagee bearing the date of the 2nd day of April 2014, recorded in Book 1548, Pages 86 - 89, of the Public Records of Bradford County, Florida, securing that certain Promissory Note in the principal sum of Twenty-Two Thousand Five Hundred Seventy - Four Dollars and Seventy-Three Cents (\$22,574.73), and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

Lot 61 of Keystone Club Estates, Unit 1 Replat as per plat thereof recorded in Plat Book 3, Pages 50-52 of the public recodes of Bradford County, Florida.

Also described as Tax Parcel #05961-0-00000 HX H3

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

IN WITNESS WHEREOF, the said Mortgagee hereunto sets his/her hand and seal this _____ day of _____ A.D. 2019.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

Witness

Witness

Witness

Witness

By: _____
Frank Durrance, Chair

Attest: _____
Ray Norman, County Clerk

(SEAL)

STATE OF FLORIDA
BRADFORD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2019 by Frank Durrance, Chair, Board of County Commissioners of Bradford, County, Florida, a political subdivision of the State of Florida, and attested by Ray Norman, Bradford County Clerk, Florida, who are personally known to me or who have produced driver's licenses as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 3 (F) Bradford County FY10 Community Development Block
Grant Program DEO Contract No. 11DB-C5-03-14-01-H17
Unit No. 10-13 Bias Satisfaction of Mortgage

DEPARTMENT: Community Development/SHIP

PURPOSE: The Mortgage that is attached to this project has expired,
therefore a Satisfaction of Mortgage needs to be done to
satisfy the lien against the property for the repairs done.

ASSOCIATED COST(S): -0-

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



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 3, 2019

Ms. Kelly Canady
Community Development Director
Bradford County
P.O. Drawer B
Starke, FL 32091

RE: Bradford County FY10 Community Development Block Grant Program
DEO Contract No. 11DB-C5-03-14-01-H17
Unit No. 10-13 Gracie M. Bias
Satisfaction of Mortgage

Dear Kelly:

Please find enclosed a Satisfaction of Mortgage for the above referenced property. This Satisfaction of Mortgage should be reviewed by the County Attorney as to form and sufficiency prior to being signed by the County.

Subsequent to your review and approval, please have the Chair and County Clerk sign the Satisfaction of Mortgage, have their signatures witnessed and notarized, retain a copy of the signed document for your files and send a copy of the signed document to me for our files.

If you have any questions concerning this matter, please do not hesitate to contact Lauren Yetter, Senior Planner, at 352.955.2200, ext. 113.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

q:\cdbgfile\fy10\bradford\satisfaction of mortgages\mortsat_bias.doc

Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, the owner and holder of a certain mortgage deed executed by GRACIE BIAS, a single person, 1514 State Road 16, Starke, FL 32091, hereinafter called the Mortgagor, to Bradford County, Florida, a political subdivision of the State of Florida, 945 North Temple Avenue, Starke, Florida 32091, hereinafter called the Mortgagee bearing the date of the 20th day of March 2014, recorded in Book 1548, Pages 90 - 93, of the Public Records of Bradford County, Florida, securing that certain Promissory Note in the principal sum of Fifty-Nine Thousand Nine Hundred Twenty - Four Dollars and No Cents (\$59,924.00), and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

A parcel of land lying in the southwest 1/4 of the southeast 1/4 of Section 23, Township 6 South, Range 22 East, Bradford County, Florida; said parcel being more particularly described as follows: Commence at the southeast corner of said southwest 1/4 of the southeast 1/4 and run thence west along the south boundary thereof 170.88 feet to the Point of Beginning; thence north 351.23 feet to the southerly right-of-way line of State Road No. 16, thence north 83 degrees, 47 minutes, 00 seconds east along said right-of-way line 150.00 feet, thence south 367.47 feet to the Point of Beginning.

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

IN WITNESS WHEREOF, the said Mortgagee hereunto sets his/her hand and seal this _____ day of _____ A.D. 2019.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

Witness

By:

Frank Durrance, Chair

Witness

Attest:

Ray Norman, County Clerk

Witness

Witness

(SEAL)

STATE OF FLORIDA
BRADFORD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2019 by Frank Durrance, Chair, Board of County Commissioners of Bradford, County, Florida, a political subdivision of the State of Florida, and attested by Ray Norman, Bradford County Clerk, Florida, who are personally known to me or who have produced driver's licenses as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 3(4) Bradford County FY10 Community Development Block
Grant Program DEO Contract No. 11DB-C5-03-14-01-H17
Unit No. 10-16 Konkel Satisfaction of Mortgage

DEPARTMENT: Community Development/SHIP

PURPOSE: The Mortgage that is attached to this project has expired
therefore, a Satisfaction of Mortgage needs to be done to
satisfy the lien against the property for the repairs done.

ASSOCIATED COST(S): -0-

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



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

May 3, 2019

Ms. Kelly Canady
Community Development Director
Bradford County
P.O. Drawer B
Starke, FL 32091

RE: Bradford County FY10 Community Development Block Grant Program
DEO Contract No. 11DB-C5-03-14-01-H17
Unit No. 10-16 George L. and Catherine A. Konkel
Satisfaction of Mortgage

Dear Kelly:

Please find enclosed a Satisfaction of Mortgage for the above referenced property. This Satisfaction of Mortgage should be reviewed by the County Attorney as to form and sufficiency prior to being signed by the County.

Subsequent to your review and approval, please have the Chair and County Clerk sign the Satisfaction of Mortgage, have their signatures witnessed and notarized, retain a copy of the signed document for your files and send a copy of the signed document to me for our files.

If you have any questions concerning this matter, please do not hesitate to contact Lauren Yetter, Senior Planner, at 352.955.2200, ext. 113.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

q:\cdbgfile\fy10\bradford\satisfaction of mortgages\mortsat_konkel.doc

Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, the owner and holder of a certain mortgage deed executed by GEORGE L. AND CATHERINE A. KONKEL, husband and wife, 2762 NW 251 Street, Lawtey, FL 32058, hereinafter called the Mortgagor, to Bradford County, Florida, a political subdivision of the State of Florida, 945 North Temple Avenue, Starke, Florida 32091, hereinafter called the Mortgagee bearing the date of the 20th day of March 2014, recorded in Book 1548, Pages 82 - 85, of the Public Records of Bradford County, Florida, securing that certain Promissory Note in the principal sum of Sixty Thousand Two Hundred Forty - Three Dollars and No Cents (\$60,243.00), and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

The South one half of Lot 19 in Woodlawn, Section 10, Township 5 South, Range 22 East, as per map or Plat of Woodlawn, recorded in map or Plat Book 1, Page 17 if the Public records of Bradford County, Florida.

TOGETHER WITH the certain easement for ingress across the North on half of Lot 19, in Woodlawn, Section 10, Township 5 South, Range 22 East as per map or plat of Woodlawn recorded in Map or Plat Book 1, page 17 of the public records of Bradford County, Florida.

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

IN WITNESS WHEREOF, the said Mortgagee hereunto sets his/her hand and seal this _____ day of _____ A.D. 2019.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

Witness

By: _____
Frank Durrance, Chair

Witness

Attest: _____
Ray Norman, County Clerk

Witness

Witness

(SEAL)

STATE OF FLORIDA
BRADFORD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2019 by Frank Durrance, Chair, Board of County Commissioners of Bradford, County, Florida, a political subdivision of the State of Florida, and attested by Ray Norman, Bradford County Clerk, Florida, who are personally known to me or who have produced driver's licenses as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM : 6(A)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRANSFER AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE BRIDGE (BRIDGE NUMBER 284035) ON COUNTY ROAD 200A AT ALLIATOR CREEK (FINANCIAL PROJECT NUMBER 435780-1-52-01); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Attorney

PURPOSE:

This agreement with the State of Florida, Department of Transportation (FDOT) accepts dedication of and perpetual maintenance responsibility for the improvements to County Road 200A which will be constructed by FDOT – including the bridge structure on CR 200A at Alligator Creek.

ASSOCIATED COST(S): Ongoing maintenance costs for roadway and bridge.

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Staff recommends that the Board approve the resolution as read by title only and approve entry into the agreement with FDOT.

RECOMMENDED MOTION: Motion to approve the resolution as read by title only and approve entry into the agreement with FDOT.

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A TRANSFER AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE BRIDGE (BRIDGE NUMBER 284035) ON COUNTY ROAD 200A AT ALLIGATOR CREEK (FINANCIAL PROJECT NUMBER 435780-1-52-01); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation is in the process of developing and constructing – through FDOT Financial Project Number 435780-1-52-01 – of a new roadway and associated bridge structure (Bridge Number 284035) on County Road 200A at Alligator Creek in Bradford County, Florida; and

WHEREAS, in conjunction with the development and construction of said project, the State of Florida, Department of Transportation desires to transfer perpetual maintenance of said roadway and associated bridge structure (Bridge Number 284035) to the Board of County Commissioners of Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida has regularly entered into agreements with the State of Florida, Department of Transportation for maintenance of certain roadways and associated structures such as these; and

WHEREAS, the State of Florida, Department of Transportation has provided Bradford County with a *Transfer and Maintenance Agreement* for the transfer and perpetual maintenance of the aforementioned said roadway and associated bridge structure (Bridge Number 284035), said *Transfer and Maintenance Agreement* being attached to this resolution and being made a part hereof by reference as follows; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into said *Transfer and Maintenance Agreement* with the State of Florida, Department of Transportation is in the best interest of Bradford County and its citizens.

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

Section 1. Adoption and Incorporation of Recitals.

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

Section 2. Purpose and Authority for Resolution.

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

Section 3. Authorization for Execution of Agreement Amendment.

The Board of County Commissioners of Bradford County, Florida authorizes execution of the *Transfer and Maintenance Agreement* with the State of Florida, Department of Transportation, which is attached hereto as Exhibit “1” and incorporated herein by reference.

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

The Chairman of the Board of County Commissioners of Bradford County, Florida is designated as the signatory for the *Transfer and Maintenance Agreement* attached hereto as Exhibit “1”.

Section 5. Effective Date of Resolution.

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

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting, this 16th day of May 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, as its
Chairman

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, FISH AND WILDLIFE CONSERVATION COMMISSION FOR BOATING ACCESS PROJECTS; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 1

Transfer and Maintenance Agreement

TRANSFER AND MAINTENANCE AGREEMENT

THIS TRANSFER AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the County of Bradford, Florida ("Agency").

-RECITALS-

1. The term "Property" shall collectively refer to certain real property located in Bradford County, Florida, certain portions of which are owned and maintained by the Agency ("Maintained Property", highlighted in yellow on Exhibit "A"), and certain portions of which are currently owned or in the process of being acquired by the Department ("Transferred Property", highlighted in purple on Exhibit "A"); and
2. The Department will be constructing a transportation project via Financial Project Number ("FIN") 435780-1-52-01 ("Project"), which shall include the replacement of Bridge Number 280034 ("Existing Bridge") with Bridge Number 284035 ("Replacement Bridge") located at County Road 200A/Alligator Creek, as more particularly shown on the location map attached as Exhibit "B"; and
3. For purposes of this Agreement, the term "Improvement" means and shall refer to removal of the Existing Bridge and installation of the Replacement Bridge, inclusive of all of bridge replacement components set identified in the contract plans, including, without limitation the bridge approaches, bridge substructure, bridge superstructure, pavement, guardrail, barrier wall, signage, pavement marking, and drainage structures, as more particularly identified in Exhibit "C"; and
4. In order to construct the Project, it will be necessary for the Department to temporarily close access to the Existing Bridge and re-route vehicular traffic ("Detour Property") for the duration of the Project, as more particularly shown in Exhibit "D"; and
5. The Department shall fund construction of the Improvement; and
6. The Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and
7. The Department shall construct the Improvement on the Property; and
8. A date for the commencement of construction of the Improvement has not been established; and
9. During the period of construction of the Improvement, the Department shall be responsible for the operation, maintenance and repair of the Detour Property; and
10. Upon completion of construction of the Improvement, the Department will convey the Transferred Property and all improvements therein to the Agency via map transfer or any other means of conveyance as allowable by law ("Conveyance"); and
11. The Agency agrees to receive and accept ownership of the Transferred Property; and
12. Upon completion of the Conveyance, the Agency shall own, operate, maintain and repair the Transferred Property and the improvements contained therein at its sole cost and expense; and
13. The Agency shall also continue to own, operate, maintain, and repair the Maintained Property and all improvements, therein; and
14. The Agency, by Resolution 2016-31 dated 06/07/2016 (211728-1) has previously endorsed delivery of the Department Project, see Exhibit "E"
15. The Agency, by Resolution _____ dated _____ has authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "F".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

11. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvement constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvement.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvement, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close

Commented [BM1]: Is this correct? Should it not say Department rep?

out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

12. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

13. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

14. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Steve Scanlan, P.E.
Gainesville Operations Center
5301 NE 39th Avenue
Gainesville, Florida 32609

Agency: Mr. Brad Carter, County Manager
Bradford County Public Works
945 N. Temple Avenue
Starke, Florida 32091

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

22. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

25. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

27. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

28. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

31. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

32. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

33. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eleven (11) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Bradford County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

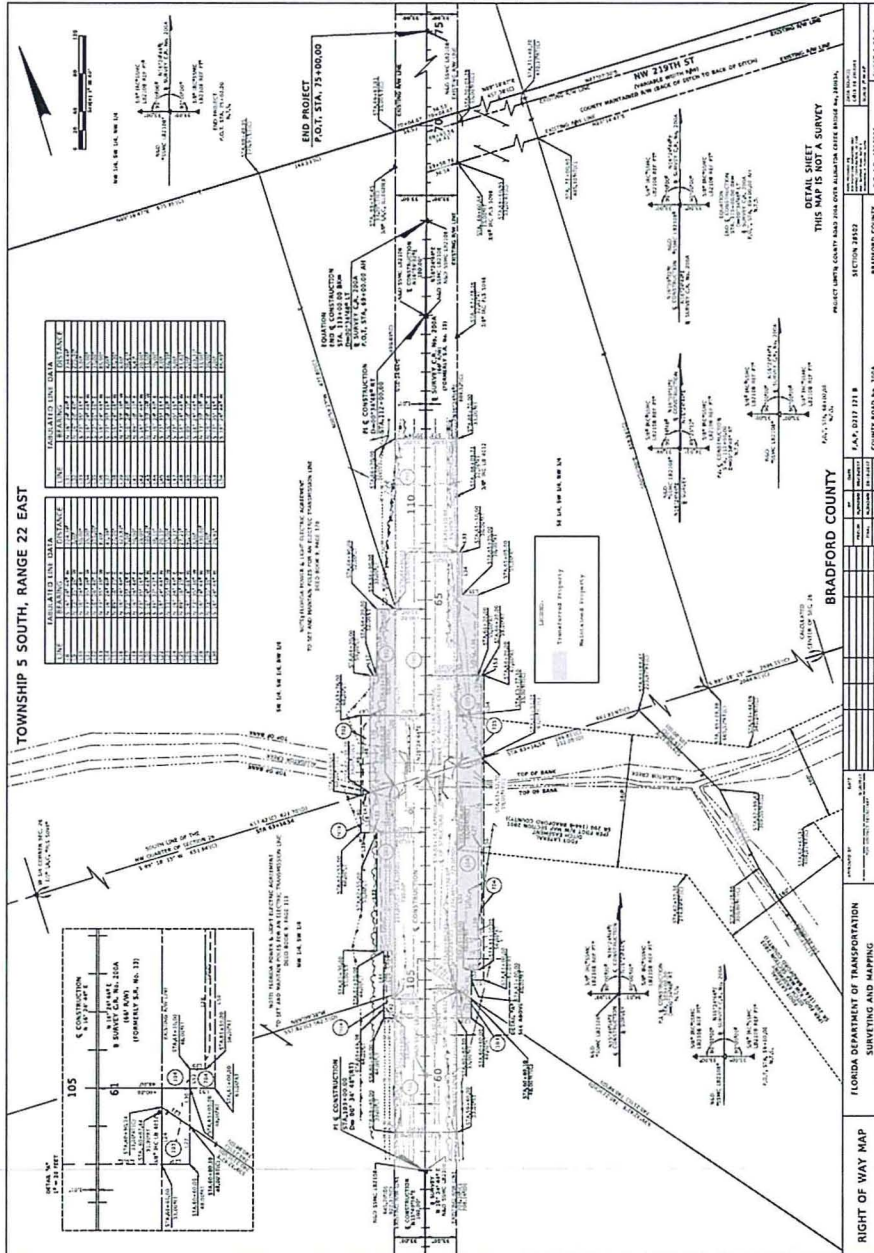
By: _____
Legal Counsel for Agency

Financial Project Id. No. 435780-1-52-01
Federal ID No. 00B2-083-B & D217-121-B
Project Description CR200A Over Alligator Creek Bridge No. 280034
Off System D2 Construct, Transfer, Agency Maintain

INTENTIONALLY LEFT BLANK

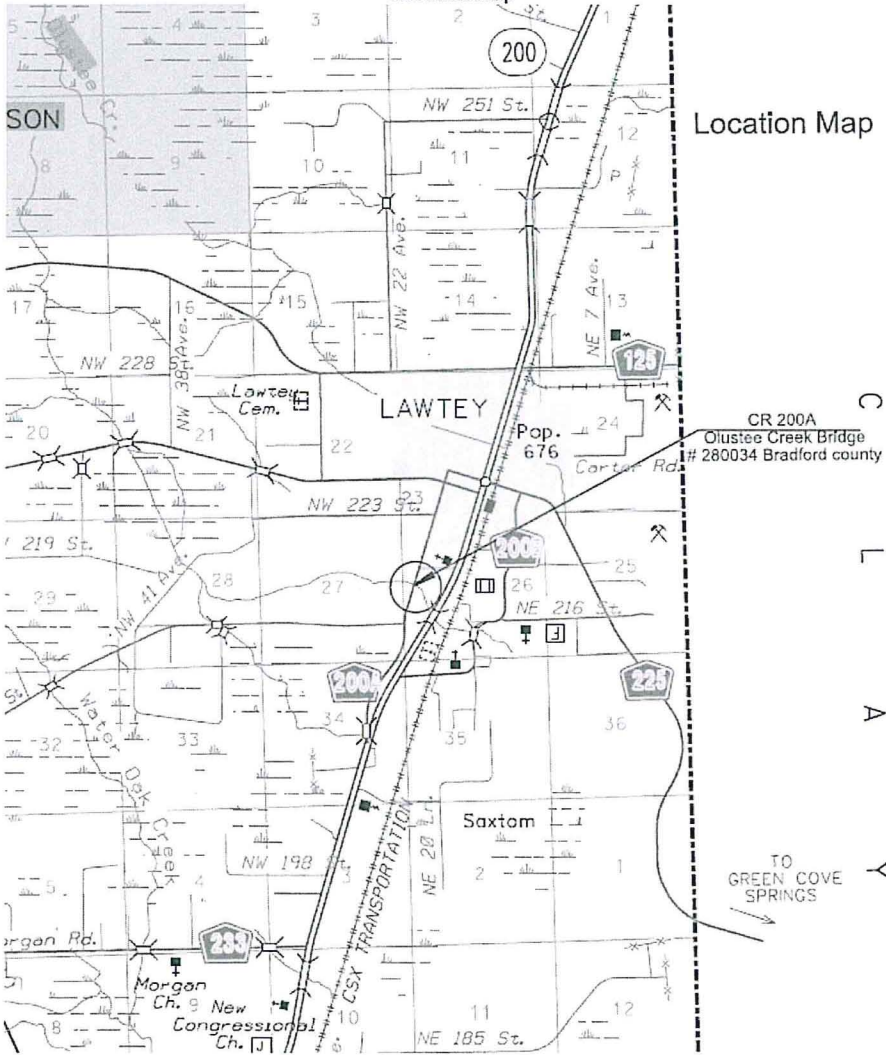
Financial Project Id. No. 435780-1-52-01
 Federal ID No. 00B2-083-B & D217-121-B
 Project Description CR200A Over Alligator Creek Bridge No. 280034
 Off System D2 Construct, Transfer, Agency Maintain

EXHIBIT "A"
Right of Way Map



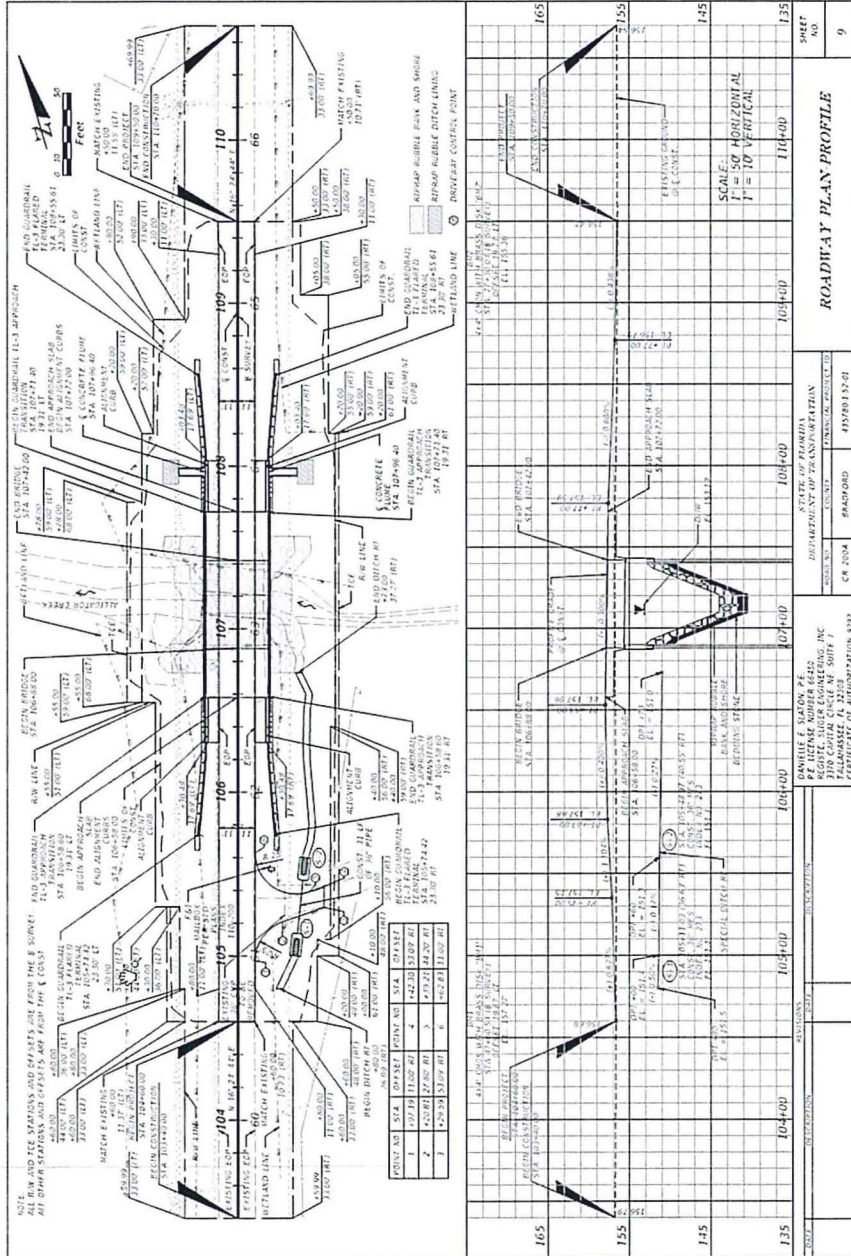
Financial Project Id. No. 435780-1-52-01
 Federal ID No. 00B2-083-B & D217-121-B
 Project Description CR200A Over Alligator Creek Bridge No. 280034
 Off System D2 Construct, Transfer, Agency Maintain

EXHIBIT "B"
Location Map



Location Map

EXHIBIT "C"
 Plan and Profile Sheet (N.T.S.)



NOTE:
 ALL ROW AND TREE STATIONS AND OFFSETS ARE FROM THE SURVEY.
 ALL OTHER STATIONS AND OFFSETS ARE FROM THE (CONS.)

POINT NO.	S.A.	OFFSET	POINT NO.	S.A.	OFFSET
1	104+00	0.00	4	104+20	10.00
2	104+00	10.00	5	104+20	20.00
3	104+00	20.00	6	104+20	30.00

STATION	ELEVATION	DESCRIPTION
104+00	135.00	ROADWAY GRADE
104+00	140.00	PROPOSED GRADE
104+00	145.00	EXISTING GRADE
104+00	150.00	PROPOSED GRADE
104+00	155.00	EXISTING GRADE
104+00	160.00	PROPOSED GRADE
104+00	165.00	EXISTING GRADE

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 ROADWAY PLAN PROFILE
 PROJECT NO. CR 200A
 CONTRACT NO. 435780-1-52-01
 SHEET NO. 9

EXHIBIT "D"
Detour Map

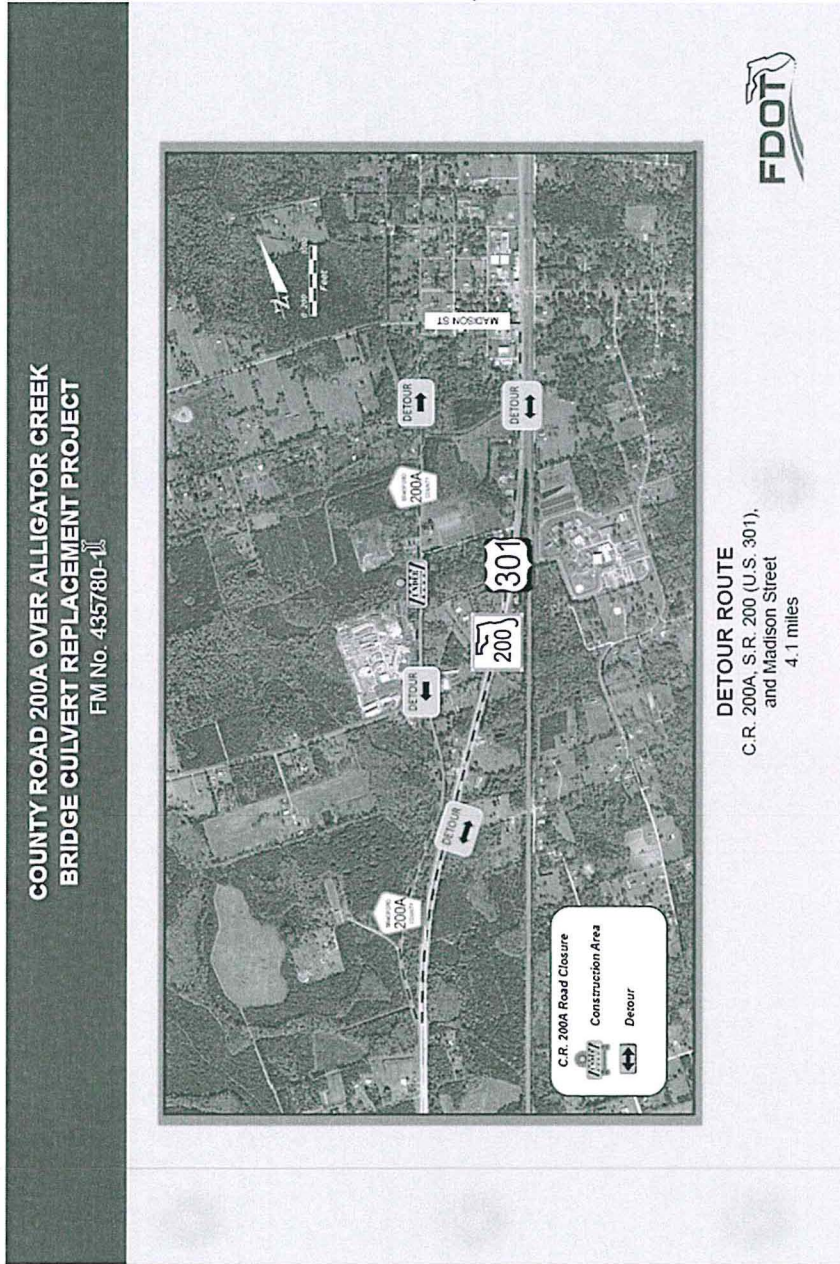


EXHIBIT "E"
Endorsement Resolution

RESOLUTION 2016 – 31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ENDORSING THE DELIVERY OF A BRIDGE REPLACEMENT AT COUNTY ROAD 200A/OLUSTEE CREEK (NO. 280034) 435780-1-52-01 BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is scheduled to deliver a Bridge Replacement at County Road 200A/Olustee Creek (No. 280034) 435780-1-52-01 on behalf of the Board of County Commissioners of Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida is required to adopt a resolution in support of the aforementioned project delivery by FDOT; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, although Local Agency Program (LAP) certified, requests that FDOT deliver the aforementioned bridge replacement because so doing allows for greater efficiency, innovation, cost and/or times savings or for other reasons which allow for optimal project delivery; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, desires to provide any support necessary to assist the FDOT in its delivery of the Bridge Replacement at County Road 200A/Olustee Creek (No. 280034) 435780-1-52-01 in Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the adoption of this resolution and the endorsement of the delivery of the Bridge Replacement at County Road 200A/Olustee Creek (No. 280034) 435780-1-52-01 by FDOT, 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:

RAY NORMAN, CLERK CIRCUIT COURT, EIGHTH JUDICIAL CIRCUIT OF FLORIDA, in and for Bradford County, the same being a Court of record do hereby certify that the above and foregoing is a true and correct copy of what it purports to be from the face of the original as presented to me.

Page 1 of 1
RAY NORMAN, Clerk Circuit Court
A.D. 2016

By M. Stapp D.C.



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 endorsing the delivery of the Bridge Replacement at County Road 200A/Olustee Creek (No. 280034) 435780-1-52-01 for the Board of County Commissioners of Bradford County, Florida by the Florida Department of Transportation and is adopted pursuant to the authority granted by and requirement of Chapter 125, *Florida Statutes*.

Section 3. Endorsement of Bridge Replacement Delivery.

The Board of County Commissioners of Bradford County, Florida, endorses the delivery of the Bridge Replacement at County Road 200A/Olustee Creek (No. 280034) 435780-1-52-01 by the Florida Department of Transportation.

Section 4. Explanation for Delivery by FDOT.

The Board of County Commissioners of Bradford County, Florida, although Local Agency Program (LAP) certified, endorses the delivery of the Bridge Replacement at County Road 200A/Olustee Creek (No. 280034) 435780-1-52-01 as outlined above and specifically requests that the Florida Department of Transportation deliver said bridge replacement because so doing allows for greater efficiency, innovation, cost and/or times savings or for other reasons which allow for optimal project delivery

Section 5. 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.

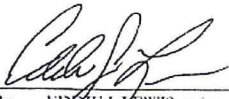
B. Staff is further and specifically directed to provide a certified copy of this resolution to the Florida Department of Transportation at their offices in Lake City, Florida.

Section 6. Effective Date of Resolution.

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

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 6th day of June 2016.

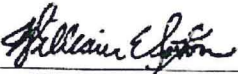
BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA


By: EDYTHE J. LEWIS, as its
Chairman

ATTEST:


By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


By: WILLIAM F. SEXTON, as
County Attorney

Financial Project Id. No. 435780-1-52-01
Federal ID No. 00B2-083-B & D217-121-B
Project Description CR200A Over Alligator Creek Bridge No. 280034
Off System D2 Construct, Transfer, Agency Maintain

EXHIBIT "F"
RESOLUTION

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 6 (B):

Consider approval of a resolution authorizing execution of a Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission for boating access projects:

DEPARTMENT: County Attorney

PURPOSE:

Through execution of this agreement, the Florida Fish and Wildlife Conservation Commission agree will provide maintenance to the following project sites:

- Little Santa Fe Lake
- Sampson Lake
- Hampton Lake

Crosby Lake – PENDING Approval by FWC.

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 AUTHORIZING EXECUTION OF A *MEMORANDUM OF AGREEMENT* WITH THE STATE OF FLORIDA, FISH AND WILDLIFE CONSERVATION COMMISSION FOR BOATING ACCESS PROJECTS; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Fish and Wildlife Conservation Commission (FWC) desires to improve public access to waterways and recreational activities through the provision of support related to boating access projects in Bradford County, Florida; and

WHEREAS, FWC has provided Bradford County with a memorandum of agreement for these boating access projects; said agreement being attached to this resolution and being made a part hereof by reference as follows; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into said agreement with FWC for the provision of support related to boating access projects by FWC in Bradford County, Florida, is in the best interest of Bradford County and its citizens.

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

Section 1. Adoption and Incorporation of Recitals.

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

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of a *Memorandum of Agreement* between the Board of County Commissioners of Bradford County, Florida and the State of Florida, Fish and Wildlife Conservation Commission for boating access projects and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Authorization for Execution of Agreement Amendment.

The Board of County Commissioners of Bradford County, Florida authorizes execution of the *Memorandum of Agreement* between the Board of County Commissioners of Bradford County, Florida and the State of Florida, Fish and Wildlife Conservation Commission for boating access projects which is attached hereto as Exhibit “1” and incorporated herein by reference.

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

The Chairman of the Board of County Commissioners of Bradford County, Florida is designated as the signatory for the *Memorandum of Agreement* between the Board of County Commissioners of Bradford County, Florida and the State of Florida, Fish and Wildlife Conservation Commission for boating access projects which is attached hereto as Exhibit “1.”

Section 5. Effective Date of Resolution.

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

The remainder of this page intentionally left blank.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting, this 16th day of May 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, as its
Chairman

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, FISH AND WILDLIFE CONSERVATION COMMISSION FOR BOATING ACCESS PROJECTS; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 1

Memorandum of Agreement
between
The Florida Fish and Wildlife Conservation Commission
and
Bradford County Board of County Commissioners
for
Boating Access Projects

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
Bradford County Board of County Commissioners
FOR
BOATING ACCESS PROJECTS

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called "COMMISSION," and Bradford County Board of County Commissioners, (Address) hereafter called "COOPERATOR."

WHEREAS, the purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support and enhancement of public recreational boating opportunities in their respective efforts for the following in Attachment A: Table A, hereafter referred to as the "PROJECTS," and

WHEREAS, the COMMISSION has available labor, equipment, and materials funded part from the Sport Fish Restoration Act – Boat Access and part from state funding to construct new, improve existing, and maintain the PROJECTS, and

WHEREAS, the COOPERATOR has property available for boating access, further described in Attachments A: Table B, hereafter referred to as the "PROJECT SITES," and wishes to cooperate with the COMMISSION.

In consideration of mutual promises contained herein, the COMMISSION and the COOPERATOR agree as follows:

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the COMMISSION.

1. Provide labor, equipment, and materials to maintain the structure or improvements at the PROJECT SITES described in Attachment A: Table B.

The foregoing structures and improvements shall hereinafter be collectively referred to as the "PROJECT FACILITIES."

2. Agrees to perform all structural maintenance, improvements to the PROJECT FACILITIES as may be necessary during the term of this Agreement.

3. Obtain appropriate permits prior to construction or repair work performed hereunder.
4. Communicate with the COOPERATOR on any changes to the Agreement.

B. Responsibilities of the COOPERATOR

1. Agrees to dedicate, by appropriate action of its governing body, the real property referenced in Attachment A, Table A, Exhibit 1, and by its acceptance to the provisions of this Agreement does hereby dedicate it to public use, in perpetuity, as a recreation area available to the general public for recreation and boating purposes only. The parties further agree that the execution of this Agreement shall constitute an acceptance of the dedication of this Project Site on behalf of the general public of the State.
2. Agrees to provide a means of ingress and egress to the PROJECT SITES and PROJECT FACILITIES capable of accommodating standard two-wheel drive vehicles, and to provide adequate parking facilities adjacent to the PROJECT FACILITIES, as referenced in Attachment A: Table C.

Each parking space will be capable of accommodating a standard vehicle and boat trailer. COOPERATOR further agrees, subject to availability of necessary funds, to provide other ancillary facilities such as, but not limited to, lighting, public restrooms, picnic and recreational facilities as may be deemed, in the opinion of the COOPERATOR, to be necessary or desirable.

3. Agrees to operate and, subject to the terms of paragraph A.2 hereof, maintain PROJECT SITES, and all ancillary facilities thereon for the duration of the term of this agreement. Such operational and maintenance responsibility shall include, but not be limited to, the maintenance of ancillary facilities, trash removal, grounds maintenance on the PROJECT SITES, and the provision of such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the PROJECT SITES.
4. Shall keep the PROJECT SITES and PROJECT FACILITIES open for public use, maintained in accordance with all applicable health and safety standards and kept in good repair to prevent undue deterioration and provide for safe public use.
5. Covenants that it has full legal authority and financial ability to develop, operate and maintain the PROJECT FACILITIES and improvements in accordance with the terms of this Agreement.
6. Communicate in writing to the COMMISSION when repairs or maintenance to be conducted by the COMMISSION in accordance with paragraph A.2 hereof are deemed necessary by the COOPERATOR.

7. Shall not, for any reason, convert all or any portion of the PROJECT SITES or PROJECT FACILITIES to other purposes, without prior approval of the COMMISSION.
8. Agrees that no launch fee shall be charged by the COOPERATOR. Entrance fees for large multi-park facilities maybe collected by the COOPERATOR if agreed to in writing by the COMMISSION and if done in accordance with Federal Aid guidelines. Fees charged for the PROJECT SITES by the COOPERATOR shall be imposed uniformly upon all users without regard to age, sex, race, religion, handicap, other condition, or the political subdivision in which the users may reside. COOPERATOR further agrees, in accordance to 50 CFR 80.24, that no restrictions limiting motorboats with common horsepower ratings shall be applied to waters adjacent to the PROJECT SITES, which is the subject of this Agreement.
9. Agrees not to restrict access hours to boat launching facilities comprising the PROJECT FACILITIES unless such restriction is agreed to by the COMMISSION in writing and made part of this Agreement by way of an amendment.
10. Agrees, upon request, to provide the COMMISSION with any existing documents such as surveys, design plans, or as built drawings as may be necessary for construction or repair of the project facilities and to otherwise assist the COMMISSION, as appropriate, in obtaining all necessary permits for work on the PROJECT FACILITIES. As available, the COOPERATOR further agrees to provide engineering services, when necessary, to address special design problems and for the purpose of reviewing and signing permit applications requiring a professional engineer's signature.
11. Agrees to indemnify the Commission for any penalties imposed by United States, Department of Interior due to the COOPERATOR'S non-compliance with applicable Federal regulations, to the extent provide by law. Any such penalties will be paid by the COOPERATOR.
12. Agrees to give the COMMISSION the right to access the PROJECT FACILITIES, through its agents and employees designated for that purpose, to inspect the PROJECT FACILITIES thereon, and to perform any duties imposed hereunder. The parties agree that, in compliance with 50 CFR 80.20, those lands or waters on which capital improvements are made by the COMMISSION hereunder shall remain within the control of the COMMISSION to the extend necessary to assure the protection, maintenance, and use of the improvement(s) throughout the term of this agreement.
13. Agrees to allow the COMMISSION to post, at its own expense, signs at the PROJECT SITES identifying, the PROJECT FACILITIES, as a Federal Aid Project, and the parties hereto as cooperators in providing boating access facilities. In addition, such signs may include public information concerning maintenance of the PROJECT SITES.

2. **TERM OF THE AGREEMENT.** It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties, and shall remain in effect for a period of 20 (twenty) years, or for a period of 20 (twenty) years from the completion of any reconstruction or major repair, or significant structural alteration or addition to the PROJECT FACILITIES, approved in writing by the parties and conducted at the expense of the COMMISSION, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

3. **TERMINATION.** The COMMISSION may terminate the contract, in whole as to the PROJECT SITE, or as to any specified PROJECT FACILITIES which are the subject hereof, upon giving written notice to the COOPERATOR, specifying the termination date, by certified mail, return receipt requested, at least 60 (sixty) days prior to the termination date specified in the notice. In the event of such termination, the obligations of the parties hereunder shall cease as to the PROJECT SITES or PROJECT FACILITIES which are the subject of termination, and such PROJECT SITES or PROJECT FACILITIES shall revert to the exclusive control of the COOPERATOR.

4. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:

Chanda Zirkelbach/or Successor
Boating Access Coordinator
Florida Fish and Wildlife Conservation
Conservation Commission
620 South Meridian Street
Tallahassee, Florida
850-617-9538
850-488-9284
Chanda.Zirkelbach@myfwc.com

FOR THE COOPERATOR:

<Cooperator Contact Name>/ or Successor
<Cooperator Contact Title>
<Cooperator Organization Name>
<Cooperator Address>
<Cooperator City, State Zip>
<Cooperator Phone>
<Cooperator Email>

5. **AUTHORITIES.** It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:

- a. FWC: Article IV, Section 9, Florida Constitution.

6. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

7. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

8. **STATE REQUIRED CLAUSES.**

a. **Non-discrimination.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

b. **Prohibition of Discriminatory Vendors.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a __, supplier, sub __, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Public Entity Crimes.** In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, __, supplier, sub __, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

d. **Legislative appropriation.** For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

9. **FEDERAL REQUIRED CLAUSES.**

a. **Non-discrimination.** All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 et seq.); and with all other Federal laws, regulations, and policies prohibiting discrimination on the grounds of race, color, national origin, handicap, religion, sex, or sexual orientation, in providing for facilities and service to the public.

b. **Public Laws.** Nothing herein contained in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the Agreement.

c. **Appropriations.** Nothing contained in this Agreement shall be construed as binding the SERVICE to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving

the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

10. NON-ASSIGNMENT. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

11. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

12. NO THIRD-PARTY RIGHTS. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

13. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

14. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

15. EMPLOYMENT ELIGIBILITY VERIFICATION. The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes

maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

16. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

_____ COUNTY SHERIFF DEPARTMENT

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

SIGNATURE

SIGNATURE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED as to form and legality
by FWC Attorney:

SIGNATURE

Attachments:

Attachment A: Boat Ramp Reference- Tables identifying ramp number, name, location, structures, parking and ancillary facilities.

Exhibit 1: Project Site Description- Multiple Exhibits if the Cooperator, i.e. County, owns multiple ramps that could be included in this Agreement.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 6 (C):

Consider approval of a resolution (1 of 2) setting a definite time and place for a public hearing to consider the advisability of closing and abandoning a short portion of Jackson Street:

DEPARTMENT: County Attorney

PURPOSE:

Public Hearing – Closure and Abandonment of a portion of Jackson Street, South of Canova Street (West One-Half), as per Lakeside plat, recorded in plat book 2, page 24, public records of Bradford County, Florida.

Thursday, June 20, 2019
6:30 P.M.

Board of County Commissioners Chambers – Bradford County Courthouse

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 DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (WEST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a short portion of roadway platted as Jackson Street exists south of Canova Street, as recorded in the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida; and

WHEREAS, all evidence indicates that said portion of roadway has never been utilized by the public or by the Board of County Commissioners of Bradford County, Florida; and

WHEREAS, Phillip Johns, the owner of the adjacent real property, has requested, through an application which is attached hereto as Exhibit "1" and which is incorporated herein by reference, of the Board of County Commissioners of Bradford County, Florida that the aforementioned portion of Jackson Street be closed and abandoned pursuant to their authority provided by Chapter 336, *Florida Statutes*; and

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

WHEREAS, Section 336.09(2), *Florida Statutes*, requires that the Board of County Commissioners of Bradford County, Florida adopt a resolution declaring that it will hold a public hearing on the advisability of exercising its authority to close and abandon the aforementioned roadways at a definite time and place; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to comply with the requirements of Section 336.09(2), *Florida Statutes*, and considers this resolution pursuant to the requirements of said provision; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida declares, through the adoption of this resolution, that it will hold a public hearing on this matter at the date time and place outlined herein; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the adoption of this resolution and the consideration of the advisability of exercising its Chapter 336, *Florida Statutes*, authority 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 declaring that at a definite time and place the Board of County Commissioners of Bradford County, Florida will hold a public hearing to consider the advisability of exercising its statutory authority to close and abandon that certain portion of Jackson Street lying south of Canova Street (West One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida, more particularly described in Exhibit "2" which is attached hereto and incorporated herein by reference; as depicted in the maps/diagrams which are attached hereto as Exhibit "3" and which are incorporated herein by reference; and is adopted pursuant to the authority granted by and requirement of Chapter 125, *Florida Statutes*, and Section 336.09, *Florida Statutes*, respectively.

Section 3. Declaration of Definitive Time and Place for Public Hearing.

The Board of County Commissioners of Bradford County, Florida declares that on the following date, at the following time and place, it will hold a public hearing on the advisability of exercising its authority pursuant to Chapter 336.09, *Florida Statutes*, to close and abandon the aforementioned roadway located in Bradford County, Florida:

PUBLIC HEARING – CLOSURE AND ABANDONMENT OF
A PORTION OF JACKSON STREET, SOUTH OF CANOVA STREET (WEST ONE-HALF),
AS PER LAKESIDE PLAT, RECORDED IN PLAT BOOK 2, PAGE 24,
PUBLIC RECORDS OF BRADFORD COUNTY, FLORIDA

Thursday, June 20, 2019
6:30 P.M.

Board of County Commissioners Chambers – Bradford County Courthouse

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 for not less than two weeks prior to June 20, 2019, an advertisement which publicizes notice of the aforementioned public hearing.

C. Staff is further and specifically directed to prepare for the public hearing on June 20, 2019, such materials as are necessary to ensure that, if it determines the same to be advisable, the Board of County Commissioners of Bradford County, Florida shall be able to effectuate the closure and abandonment of the aforementioned roadway.

Section 5. Effective Date of Resolution.

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

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 16th day of May 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, as its
Chairman

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (WEST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 1

Application to Vacate, Abandon, Discontinue, or Close a Street, Alleyway, Road,
Highway or Any Portion Thereof Pursuant to BCC Section 62-37

submitted by

Phillip Johns

COPY

BRADFORD COUNTY, FLORIDA

APPLICATION TO VACATE, ABANDON, DISCONTINUE, OR
CLOSE A STREET, ALLEYWAY, ROAD, HIGHWAY OR ANY
PORTION THEREOF PURSUANT TO BCC § 62-37

WE, THE UNDERSIGNED, being all of the property owners, either by deed or by contract for deed, abutting that certain street, alleyway, road, highway, or portion thereof described as follows:

That portion of Jackson Street that lies South of Canova Street, West One-half (W1/2) of Block One (1), Government Lot Two (2) and all of Block Two (2), Government Lot Two (2), plat of Lakeside as recorded in Plat Book 2, Page 24 of the public records of Bradford County, Florida.

Section 22, Township 8 South, Range 22 East;

do hereby petition the Board of County Commissioners of Bradford County to vacate, abandon, discontinue, or close the above described parcel and to grant unto the undersigned their respective portions of said abandoned or closed street, alleyway, road, highway, or portion thereof.

The undersigned sellers and buyers under contract for deed, agree that by the act of abandoning or closing such street, alleyway, road, highway or portion thereof, the abutting property of any holder of a contract for deed shall accrue to such contract and shall be a part of and follow the same and to that extent any such contract for deed shall be considered amended to this end.

Note: This application must include signatures of respective abutting owners, i.e. husband and wife, partners, co-owners, trustees, corporate officials or agent. Proof of ownership, surveying, preparation of necessary legal descriptions, and title work shall be the responsibility of the respective owners. If Owners number more than four, please duplicate as many of the last page as necessary to accommodate all property owners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

____. OWNERS: _____
(all names)

(mailing address)

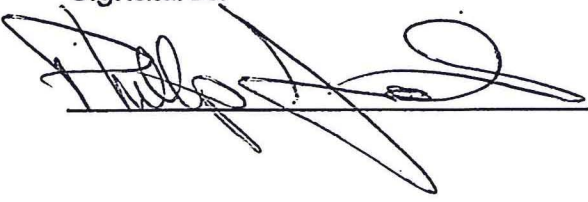
(telephone numbers)

INSTRUMENT OF TITLE: DEED CONTRACT O.R. Book ____ Page ____
(circle one of above)

Tax Parcel No. _____

Brief description of property:

Signatures:



Phillip Johns

(printed name)

_____ (printed name)

_____ (printed name)

_____ (printed name)

This instrument prepared by and
To be returned to:

Earl M. Barker, Jr., Esquire
Slott & Barker
334 East Duval Street
Jacksonville, Florida 32202

Real Estate Id Number: _____

INTANGIBLE TAX \$

DOCUMENTARY STAMP \$ 253.40

**RAY NORMAN, CLERK OF CIRCUIT COURT
BRADFORD COUNTY BY [Signature]**

WARRANTY DEED

THIS WARRANTY DEED, executed this 2d day of October, 2001, by Phillip Jerome Johns, Route 1, Box 352, Lake Butler, FL 32054 ("Grantor") joined by Linda Hendricks Johns, his wife, to Phillip Jerome Johns and Linda Hendricks Johns, his wife, having an address at Route 1, Box 352, Lake Butler, FL 32054 ("Grantee"):

WITNESSETH, That the Grantor, for and in consideration of love and affection, has granted, bargained and sold to the Grantee and said Grantee's heirs and assigns forever the following described land, situate, lying and being in the County of Bradford, State of Florida, to wit:

The East one-half of that part of Block 2 of Government Lot 2 of Lakeside that lies South of Landrum Street; the West one-half of that part of Block 1 of Government Lot 2 of Lakeside that lies South of Canova Street (less and except any part thereof that lies within Landrum Street); and that part of Block 2 of Government Lot 2 of Lakeside that lies North of Landrum Street and South of Canova Street, all according to the plat of Lakeside recorded in Plat Book 2, page 24 of the public records of Bradford County, Florida.

Subject to all covenants, easements, and restrictions of record.

This Deed is given for the purpose of creating a tenancy by the entireties between the Grantor and his wife pursuant to the provisions of Florida Statutes Section 689.11(1).

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has executed these presents.

Witnesses:

[Signature]
Sign Name: _____
Print Name: Earl M. Barker, Jr.

[Signature]
Phillip Jerome Johns

[Signature]
Sign Name: _____
Print Name: Hollyn J. Foster

[Signature]
Linda Hendricks Johns

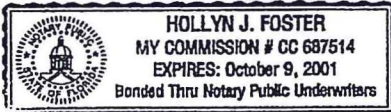
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of October, 2001, by Phillip Jerome Johns, and Linda Hendricks Johns, his wife

[Check One] who are personally known to me or
 who have produced Drivers Licenses as identification,

and who did not take an oath.

(Seal)



Sign Name: Hollyn J. Foster
Print Name: Hollyn J. Foster
Notary Public, State of Florida
My commission expires:

FILE DATE: 01/15/2002 FILE TIME: 04:16 OR BOOK: 907 PAGE: 292
BRADFORD COUNTY, FL, RAY NORMAN - CO/CIRCUIT CLERK INST#: 2002 144616

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (WEST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 2

Legal Description of that Portion of Jackson Street being considered for Closure and Abandonment:

That portion of Jackson Street that lies South of Canova Street, West One-half (W1/2) of Block One (1), Government Lot Two (2) and all of Block Two (2), Government Lot Two (2), plat of Lakeside as recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (WEST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 3

Maps/Diagrams Depicting Subject Roadway and Adjacent Real Property



Bradford County Property Appraiser

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

PARCEL: 05686-0-00000 HX H3 - SINGLE FAM (000100)

22 8S 22 W1/2 OF BLK 1 LOT 2 LYING N OF LANDRUM ST & BLK 2 LOT 2 IN LAKESIDE S/D. EX: W1/2 OF BLK 2 LOT 2 LYING S OF LANDRUM ST. EX: DRAINAGE EASEMENT

NOTES:

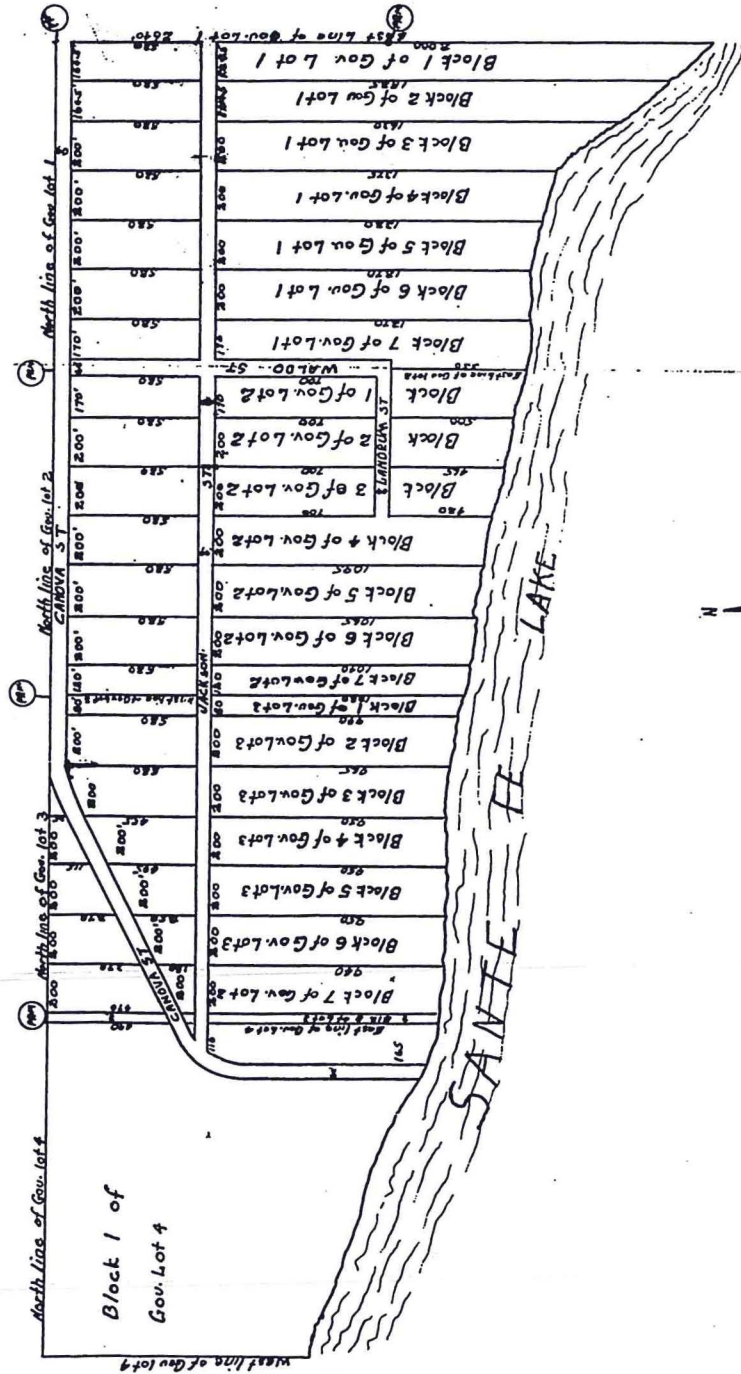
Name: JOHNS PHILLIP J & LINDA H		2019 Working Values	
Site:	2330 SE 43RD ST, KEYSTONE HEIGHTS	Land	\$426,600.00
Mail:	PO BOX 1176 STARKE, FL 320910460	Bldg	\$451,789.00
Sales	1/15/2002 \$36,200.00 V / U	Assd	\$836,398.00
Info	1/15/2002 \$50,000.00 V / U	Exmpt	\$50,000.00
		County:	\$786,398.00
		Taxbl	Other: \$786,398.00 School: \$811,398.00



This information, updated: 2/1/2019, was derived from data which was compiled by the Bradford County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

powered by:
GrizzlyLogic.com

LAKESIDE



DEDICATION

We do hereby certify that we as the owners in fee simple of the land described herein and do hereby dedicate to the use of the public forever the streets as shown on this plat

Witness
Witness

On this day of 1932 personally appeared my wife, who acknowledges that they made the foregoing dedication for the purpose therein expressed witness my hand and official seal of State, Bradford County, Florida the day and year first above written

My commission expires

Accepted and approved for the board of County Commissioners of Bradford County Florida

Date

This is to certify that this is a correct representation of the herein described land and subdivision thereof and that permanent monuments have been set as required by law and as shown on this plat

John O. Jackson
Reg. # 1624-16

Lots 1, 2, 3, and 4 of Section 22, Township 8 South, Range 22 East, Containing 235 acres More or less

DESCRIPTION

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 6 (D):

Consider approval of a resolution (2 of 2) setting a definite time and place for a public hearing to consider the advisability of closing and abandoning a short portion of Jackson Street:

DEPARTMENT: County Attorney

PURPOSE:

Public Hearing – Closure and Abandonment of a portion of Jackson Street, South of Canova Street (East One-Half), as per Lakeside plat, recorded in plat book 2, page 24, public records of Bradford County, Florida.

Thursday, June 20, 2019

6:30 P.M.

Board of County Commissioners Chambers – Bradford County Courthouse

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 DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (EAST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a short portion of roadway platted as Jackson Street exists south of Canova Street, as recorded in the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida; and

WHEREAS, all evidence indicates that said portion of roadway has never been utilized by the public or by the Board of County Commissioners of Bradford County, Florida; and

WHEREAS, George E. Werner and Paula Coy Werner, the owners of the adjacent real property, have requested, through an application which is attached hereto as Exhibit “1” and which is incorporated herein by reference, of the Board of County Commissioners of Bradford County, Florida that the aforementioned portion of Jackson Street be closed and abandoned pursuant to their authority provided by Chapter 336, *Florida Statutes*; and

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

WHEREAS, Section 336.09(2), *Florida Statutes*, requires that the Board of County Commissioners of Bradford County, Florida adopt a resolution declaring that it will hold a public hearing on the advisability of exercising its authority to close and abandon the aforementioned roadways at a definite time and place; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to comply with the requirements of Section 336.09(2), *Florida Statutes*, and considers this resolution pursuant to the requirements of said provision; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida declares, through the adoption of this resolution, that it will hold a public hearing on this matter at the date time and place outlined herein; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the adoption of this resolution and the consideration of the advisability of exercising its Chapter 336, *Florida Statutes*, authority 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 declaring that at a definite time and place the Board of County Commissioners of Bradford County, Florida will hold a public hearing to consider the advisability of exercising its statutory authority to close and abandon that certain portion of Jackson Street lying south of Canova Street (East One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida, more particularly described in Exhibit "2" which is attached hereto and incorporated herein by reference; as depicted in the maps/diagrams which are attached hereto as Exhibit "3" and which are incorporated herein by reference; and is adopted pursuant to the authority granted by and requirement of Chapter 125, *Florida Statutes*, and Section 336.09, *Florida Statutes*, respectively.

Section 3. Declaration of Definitive Time and Place for Public Hearing.

The Board of County Commissioners of Bradford County, Florida declares that on the following date, at the following time and place, it will hold a public hearing on the advisability of exercising its authority pursuant to Chapter 336.09, *Florida Statutes*, to close and abandon the aforementioned roadway located in Bradford County, Florida:

PUBLIC HEARING – CLOSURE AND ABANDONMENT OF
A PORTION OF JACKSON STREET, SOUTH OF CANOVA STREET (EAST ONE-HALF),
AS PER LAKESIDE PLAT, RECORDED IN PLAT BOOK 2, PAGE 24,
PUBLIC RECORDS OF BRADFORD COUNTY, FLORIDA

Thursday, June 20, 2019
6:30 P.M.

Board of County Commissioners Chambers – Bradford County Courthouse

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 for not less than two weeks prior to June 20, 2019, an advertisement which publicizes notice of the aforementioned public hearing.

C. Staff is further and specifically directed to prepare for the public hearing on June 20, 2019, such materials as are necessary to ensure that, if it determines the same to be advisable, the Board of County Commissioners of Bradford County, Florida shall be able to effectuate the closure and abandonment of the aforementioned roadway.

Section 5. Effective Date of Resolution.

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

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting, this 16th day of May 2019.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, as its
Chairman

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (EAST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 1

Application to Vacate, Abandon, Discontinue, or Close a Street, Alleyway, Road,
Highway or Any Portion Thereof Pursuant to BCC Section 62-37

submitted by

George E. Werner and Paula Coy Werner

COPY

BRADFORD COUNTY, FLORIDA

APPLICATION TO VACATE, ABANDON, DISCONTINUE, OR
CLOSE A STREET, ALLEYWAY, ROAD, HIGHWAY OR ANY
PORTION THEREOF PURSUANT TO BCC § 62-37

WE, THE UNDERSIGNED, being all of the property owners, either by deed or by contract for deed, abutting that certain street, alleyway, road, highway, or portion thereof described as follows:

That portion of Jackson Street that lies South of Canova Street, East One-half (E1/2) of Block One (1), Government Lot Two (2), plat of Lakeside as recorded in Plat Book 2, Page 24 of the public records of Bradford County, Florida.

Section 22, Township 8 South, Range 22 East;

do hereby petition the Board of County Commissioners of Bradford County to vacate, abandon, discontinue, or close the above described parcel and to grant unto the undersigned their respective portions of said abandoned or closed street, alleyway, road, highway, or portion thereof.

The undersigned sellers and buyers under contract for deed, agree that by the act of abandoning or closing such street, alleyway, road, highway or portion thereof, the abutting property of any holder of a contract for deed shall accrue to such contract and shall be a part of and follow the same and to that extent any such contract for deed shall be considered amended to this end.

Note: This application must include signatures of respective abutting owners, i.e. husband and wife, partners, co-owners, trustees, corporate officials or agent. Proof of ownership, surveying, preparation of necessary legal descriptions, and title work shall be the responsibility of the respective owners. If Owners number more than four, please duplicate as many of the last page as necessary to accommodate all property owners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

1. OWNERS: GEORGE E. WERNER
PAULA COY WERNER
(all names)

22400 N.W. 87TH AVENUE RD,
MICHAPOY, FL, 32667
(mailing address)

(352) 327-1371 (352) 316-2784
(telephone numbers)

INSTRUMENT OF TITLE: DEED CONTRACT O.R. Book _____ Page _____
(circle one of above)

Tax Parcel No. _____

Brief description of property:

Signatures:



GEORGE E. WERNER
(printed name)



Paula Coy Werner, D.V.M.,
(printed name)

(printed name)

(printed name)

THIS INSTRUMENT PREPARED BY:
James J. Taylor Jr.
Taylor & Taylor P.A.
420 South Lawrence Boulevard
Keystone Heights, Florida 32656

RECORD AND RETURN TO:
Taylor & Taylor P.A.
420 South Lawrence Boulevard
Keystone Heights, Florida 32656

RE PARCEL ID #: 05685-0-00000
BUYER'S TIN: 179-42-1117

INTANGIBLE TAX \$ 0
DOCUMENTARY STAMP \$ 665.00
RAY NORMAN, CLERK OF CIRCUIT COURT
BRADFORD COUNTY BY *A. Scott*

FILE DATE: 11/01/1999 FILE TIME: 01:49 OR BOOK: 817 PAGE: 176
BRADFORD COUNTY, FL, RAY NORMAN - CO/CIRCUIT CLERK INS #: 1999 122236 **

WARRANTY DEED

THIS WARRANTY DEED made this 27th day of October, 1999 by Patsy Fillmon Lombardi, formerly known as Patsy D. Fillmon, hereinafter called Grantor, and whose address is P. O. Box 681, Keystone Heights, Florida 32656 to George E. Werner and Paula Coy Werner, his wife, hereinafter called Grantee and whose address is 22400 N. W. 87th, Micanopy, Florida 32667.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate, lying and being in Bradford County, Florida, viz:

The East 1/2 of Block 1 of Government Lot 2 of Lakeside Subdivision, according to plat thereof recorded in Plat Book 2, page 24 of the public records of Bradford County, Florida, EXCEPT any part lying in road right of way.

The real property described in this instrument is not the constitutional homestead nor the primary physical residence of the Grantor.

SUBJECT TO taxes accruing subsequent to December 31, 1998.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature

Mervic Eugene Compass
Witness Printed Signature

[Signature]
Witness Signature

Mary A. Taylor
Witness Printed Signature

Patsy Fillmon Lombardi
Patsy Fillmon Lombardi

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 27th day of October, 1999 by Patsy Fillmon Lombardi, formerly known as Patsy D. Fillmon. She is personally known to me.

Notary Public, State and County Aforesaid

[Signature]
Notary Signature

Mary A. Taylor
Notary Printed Signature



Mary A. Taylor
Commission # CC785490 EXPIRES
October 22, 2002
BONDED THROUGH TROY FAIR INSURANCE, INC.
(Serial No., if any)

FILE DATE: 11/01/1999 FILE TIME: 01:49 OR BOOK: 817 PAGE: 177
BRADFORD COUNTY, FL, RAY NORMAN - CO/CIRCUIT CLERK INS #: 1999 122236

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (EAST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 2

Legal Description of that Portion of Jackson Street being considered for Closure and Abandonment:

That portion of Jackson Street that lies South of Canova Street, East One-half (E1/2) of Block One (1), Government Lot Two (2), plat of Lakeside as recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.

RESOLUTION 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA DECLARING A DEFINITE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY OF EXERCISING ITS AUTHORITY PURSUANT TO CHAPTER 336, *FLORIDA STATUTES*, TO CLOSE AND ABANDON THAT CERTAIN PORTION OF JACKSON STREET THAT LIES SOUTH OF CANOVA STREET (EAST ONE-HALF); PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT 3

Maps/Diagrams Depicting Subject Roadway and Adjacent Real Property



Bradford County Property Appraiser

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

PARCEL: 05685-0-00000 - SINGLE FAM (000100)
 22 8S 22 E1/2 OF BLK 1 OF GOVT LOT 2 IN LAKESIDE S/D EX R/W & EX DRAINAGE EASE

Name: WERNER GEORGE E & PAULA C
 Site: 2308 SE 43RD ST, KEYSTONE HEIGHTS
 Mail: 22400 NW 87TH
 MICANOPY, FL 32667

2019 Working Values	
Land	\$198,800.00
Bldg	\$93,375.00
Assd	\$296,013.00
Exmpt	\$0.00
County:	\$296,013.00
Taxbl	Other: \$296,013.00 School: \$296,013.00

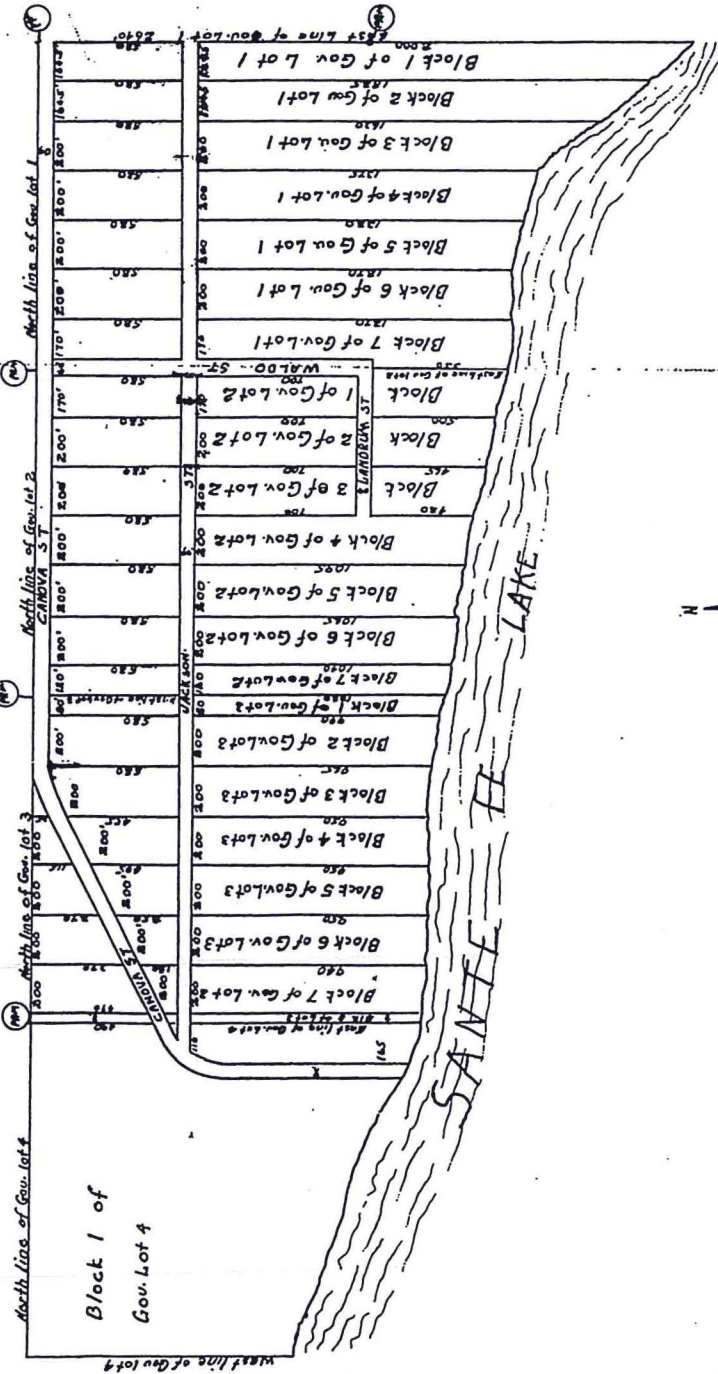
NOTES:



This information, updated: 2/1/2019, was derived from data which was compiled by the Bradford County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

powered by:
GrizzlyLogic.com

LAKESIDE



Scale 1-inch = 200-feet

DEDICATION

We do hereby certify that we as the owners in fee simple of the land described hereon and as hereby dedicated to the use of the public forever the streets as shown on this plat

Witness _____ seal
 Witness _____ seal

On this _____ day of _____ 19__ personally appeared _____ and wife _____ who acknowledge that they made the foregoing dedication for the purpose therein expressed.

Witness my hand and official seal of State, Bradford County, Florida the day and year first above written

My commission expires _____

Accepted and approved for the board of County Commissioners of Bradford County Florida

Date _____

This is to certify that this is a correct representation of the herein described land and subdivision thereof and that permanent monuments have been set as required by law and as shown on this plat

John O. Jackson
 Reg. # 1629 - 16

Lots 1, 2, 3, and 4 of Section 22, Township 8 South Range 23 East, Containing 235 acres More or less

DESCRIPTION:

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 6 (E):

Proposal by Avera and Smith, LLP for the provision of legal services related to federal opioid litigation.

DEPARTMENT: County Attorney

PURPOSE:

Bradford County Sheriff Gordon Smith and County Attorney William Sexton were contacted by Avera and Smith, LLP with a request to make a proposal to the County Commission regarding representation in opioid litigation.

ASSOCIATED COST(S): N/A

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

Opioid Litigation Proposal for Bradford County, Florida

The Opioid Epidemic In Bradford County

An overview of the current opiate crisis,
its relationship to pharmaceutical
company practices and the strategic
plan for a successful resolution.



The Opioid Epidemic in Bradford County: Florida Statistics



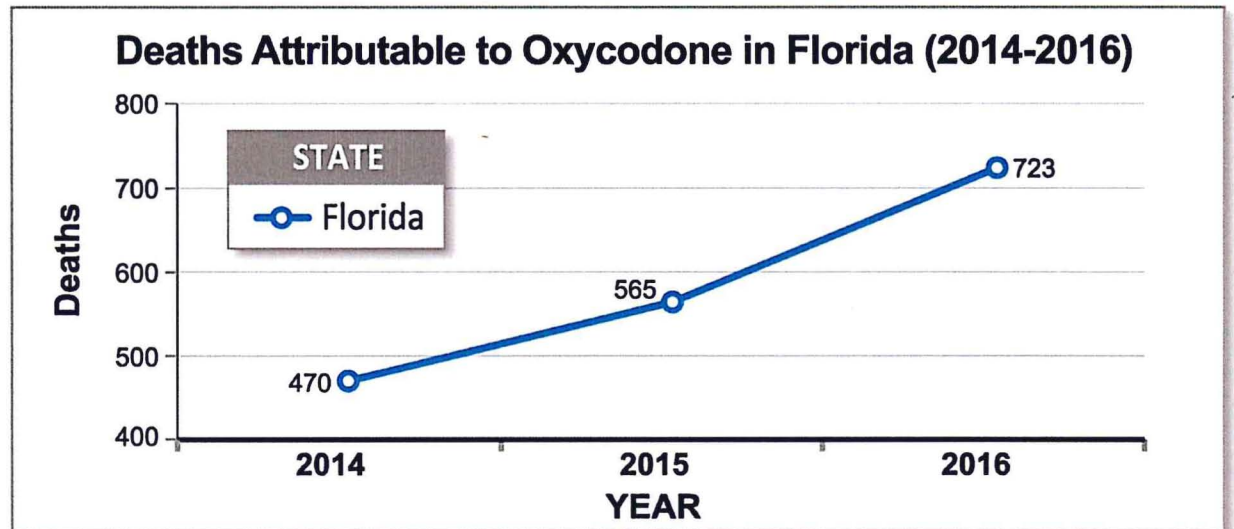
Current State of Crisis in Florida

- Opioid related deaths in Florida increase year after year.
- In 2016, the Florida Medical Examiners Commission reported 5,275 opioid-related deaths, reflecting a 35% increase over 2015. That represents 14 deaths from opioids per day.

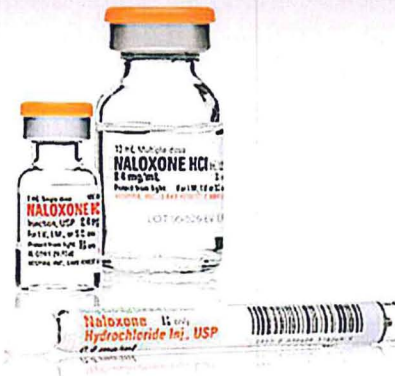
The Opioid Epidemic in Bradford County: Florida Statistics



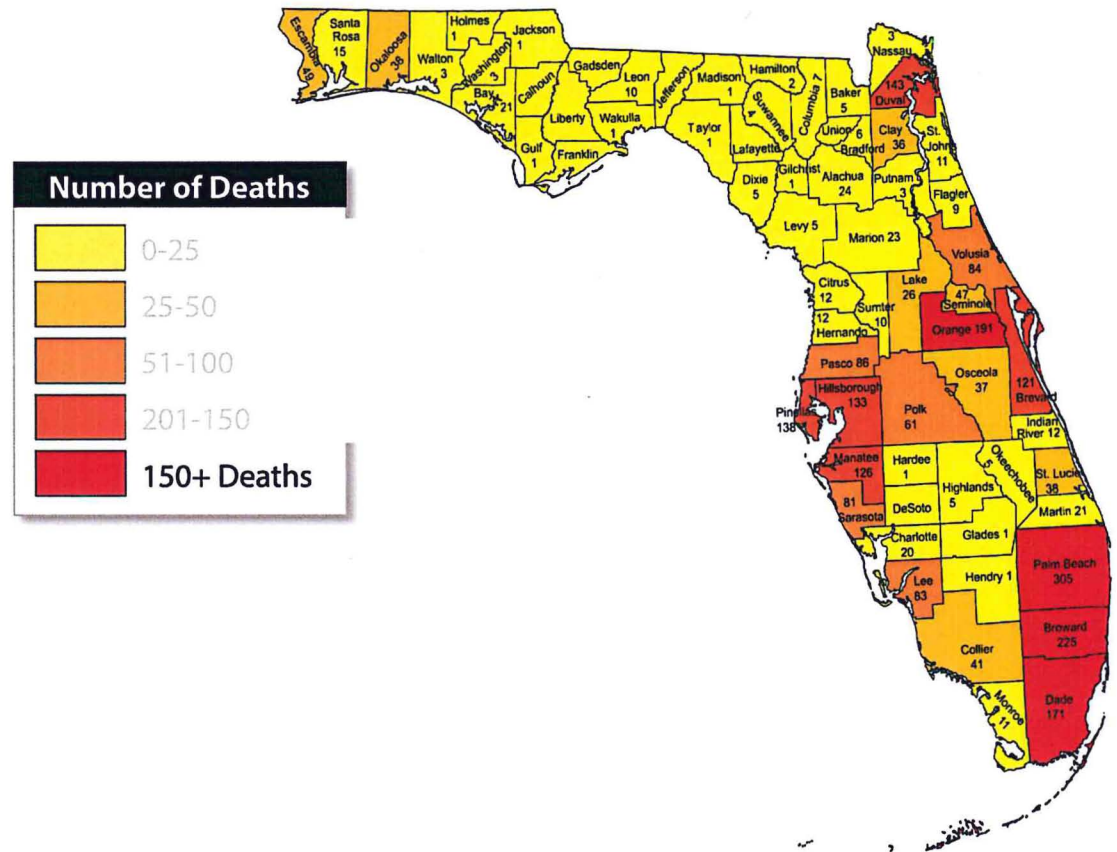
Deaths Attributable to Oxycodone in Florida



The Opioid Epidemic in Bradford County: Florida Statistics



Deaths Due to Opioid Overdose in Florida by County of Occurrence, 2015



The Opioid Epidemic in Bradford County: Florida Statistics



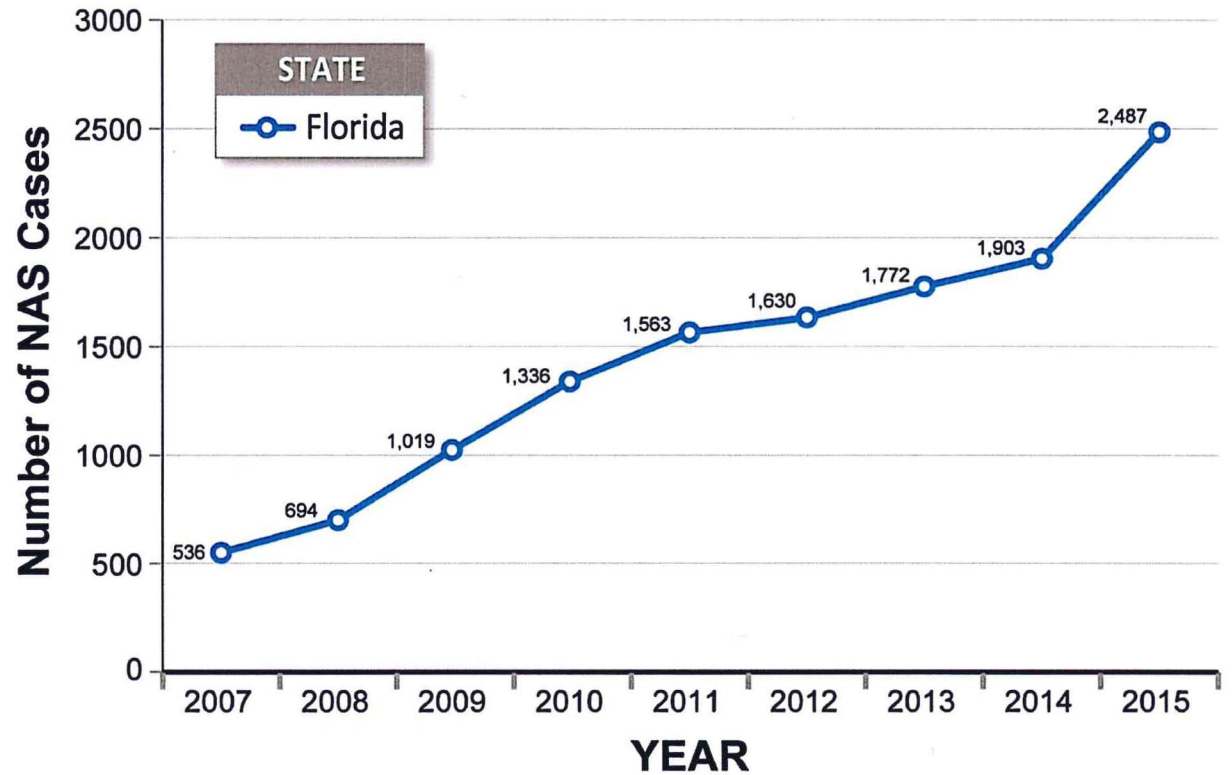
Effect on Florida's Children

- More than 4,000 babies were born addicted to opioids in Florida last year, an increase of over 1,000 percent from a decade ago.
- Substance abuse played a role in two-thirds of the cases where children were removed from their homes within 30 days of birth last year.
- There has been a 38 percent increase in the number of children under the age of 5 who have been removed from homes because of substance abuse in the past four years.

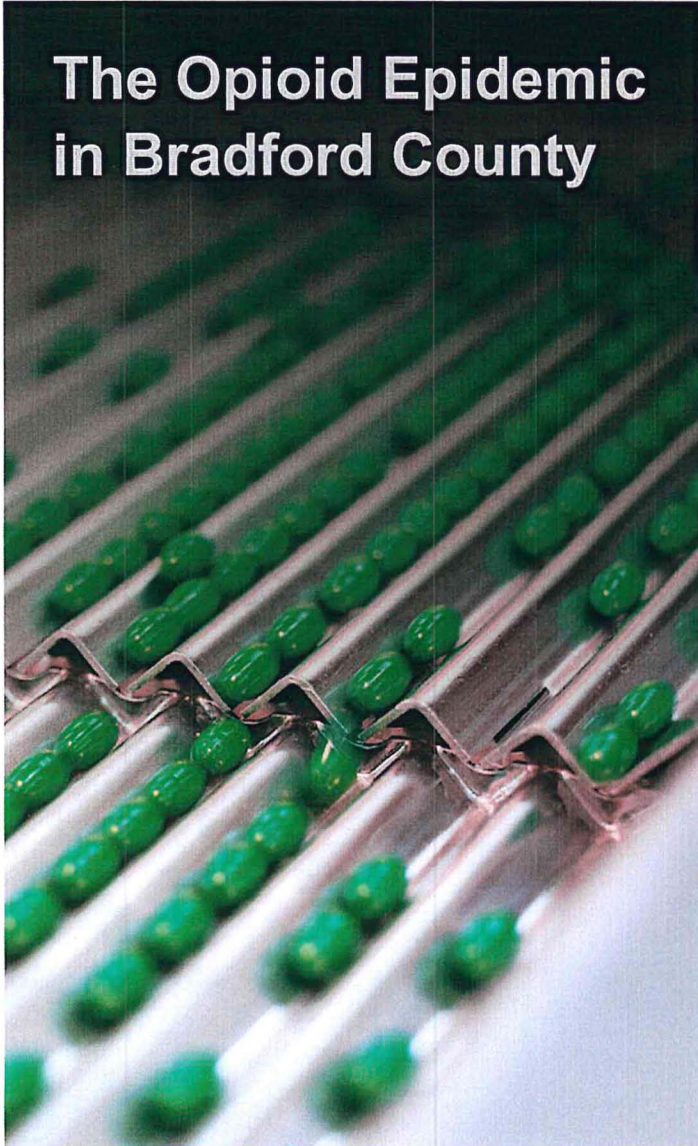
The Opioid Epidemic in Bradford County: Florida Statistics



Number of Neonatal Abstinence Syndrome Cases in Florida: 2007-2015



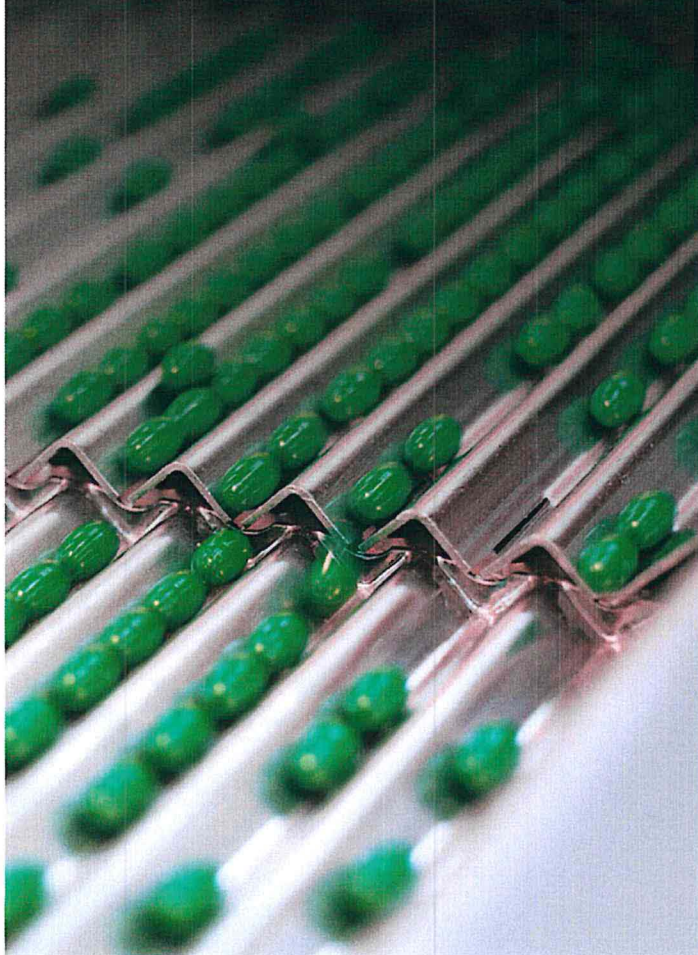
The Opioid Epidemic in Bradford County



The Causes of the Opioid Crisis

- Opioids are narcotic pain relievers.
- Work by blocking the pathway of pain messages to the brain.
- Historically known to be highly addictive.
- Used and approved for acute post-operative pain or cancer/end of life care.

The Opioid Epidemic in Bradford County

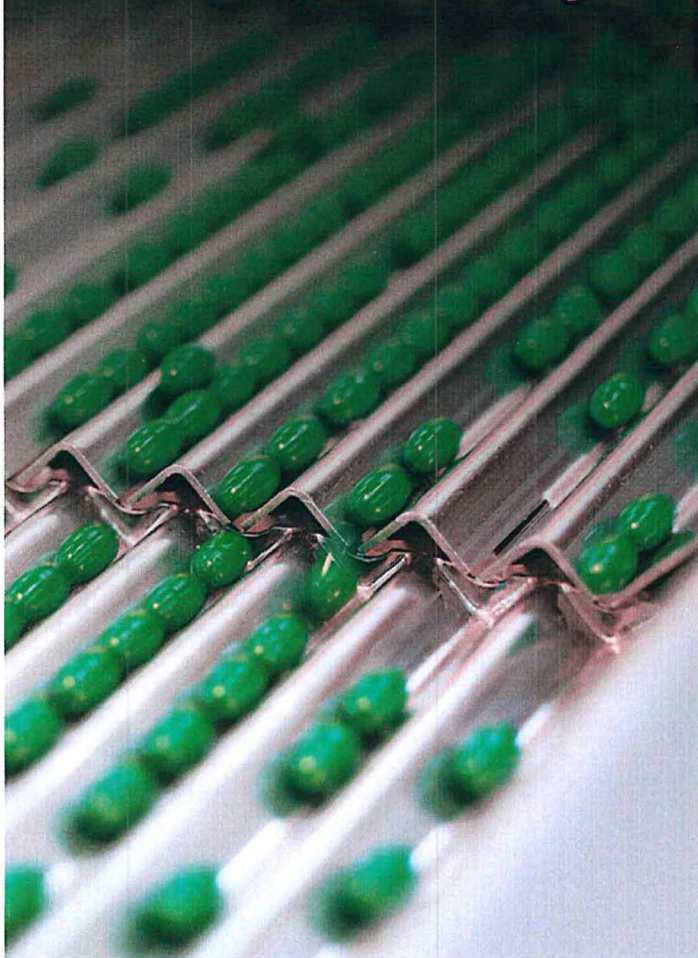


The Causes of the Opioid Crisis

The Manufacturer Case

- Overstated benefits for chronic, long-term use. Promoted widespread use of opioids to treat common chronic pain conditions.
- Misrepresented risk of addiction through “key opinion leaders,” the creation of professional societies to advocate for the use of opioids, sponsoring scientific articles and medical conferences.
- The manufacturers’ conduct was designed to maximize profits.

The Opioid Epidemic in Bradford County

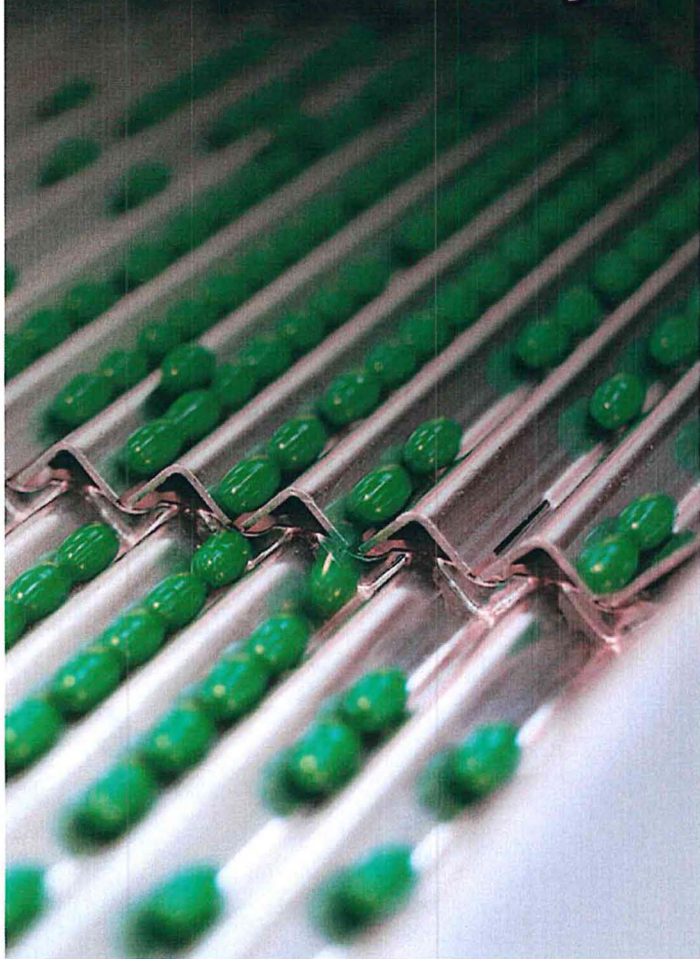


The Causes of the Opioid Crisis

The Distributor Case

- Wholesale distributors of opioids are statutorily obligated to develop and maintain procedures to investigate and report drug diversion, which they have consistently failed to do.
- These distributors neglected their obligations to notify the U.S. Drug Enforcement Administration, as well as parallel state entities, regarding suspicious opioid purchases, including orders of usual size, frequency and/or pattern.
- The distributors' conduct was designed to maximize profits.

The Opioid Epidemic in Bradford County



The Causes of the Opioid Crisis

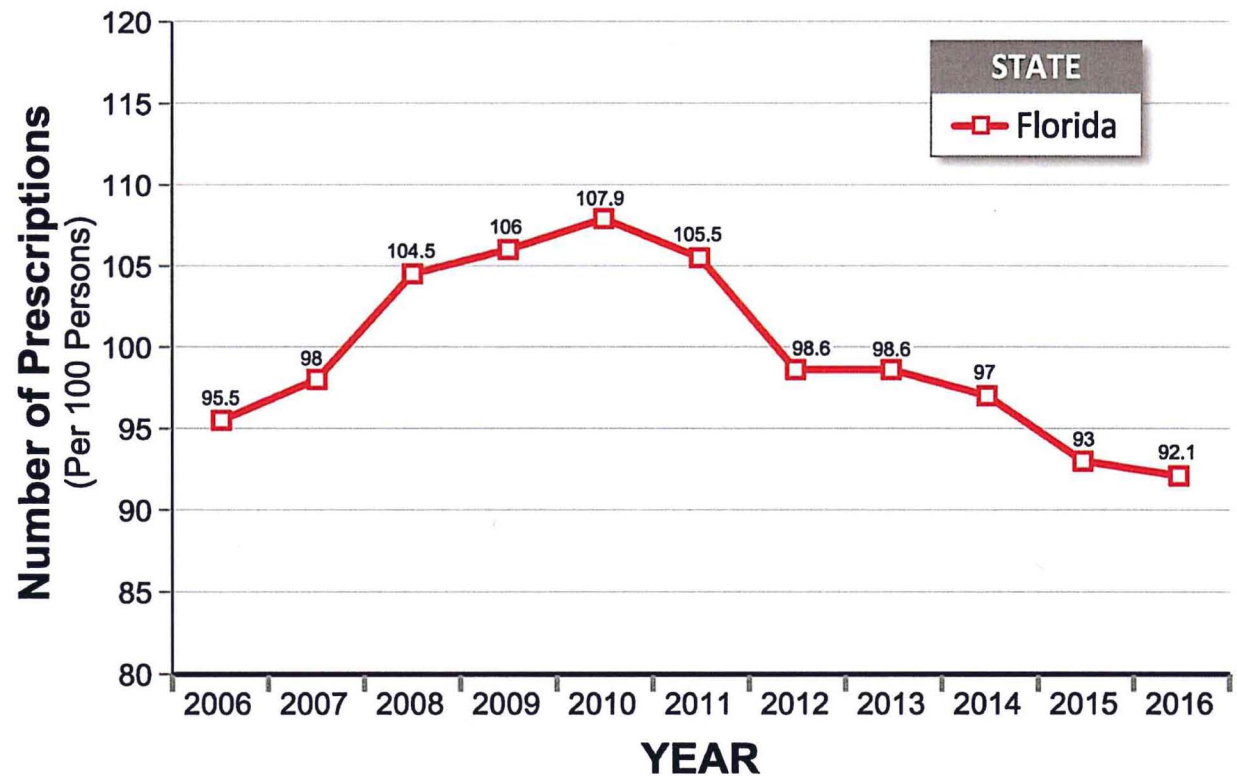
- Efforts of Manufacturers and Distributors were effective in driving the sales of opioids, particularly in Florida.
- As of 2012, Florida's rate of opioid prescriptions ranked 5th in the country.¹

The Opioid Epidemic in Bradford County: Florida Statistics



Attorney Communication – Privileged and Confidential

The Causes of the Opioid Crisis Retail Opioid Prescriptions Dispensed Per 100 Persons



Source: <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6326a2.htm> (2012)

The Opioid Epidemic in Bradford County: Florida Statistics



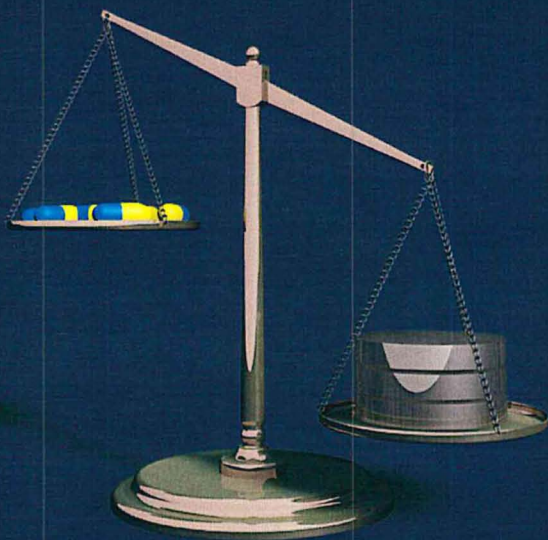
Attorney Communication – Privileged and Confidential

The Causes of the Opioid Epidemic

- Opioids flooding the market opened "Pandora's box," as those who became addicted to prescription opioids moved on to drugs like Heroin and Fentanyl.
- Of those who began abusing opioids in the 2000s, 75 percent reported that their first opioid was a prescription drug.

Source: <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6326a2.htm> (2012)

The Opioid Epidemic in Bradford County: Legal Counsel



Attorney Communication – Privileged and Confidential

The Applicant Team:

Our team consists of pre-eminent law firms with decades of experience litigating complex matters. It includes highly regarded firms well known for their work in complex commercial litigation, health care law, and the class action arena.

If selected as special counsel, the Applicant Team would operate as a unified law firm for purposes of this matter.

The Opioid Epidemic in Bradford County: Legal Counsel



Attorney Communication – Privileged and Confidential

The Applicant Team:

1) Schochor, Federico & Staton, P.A.

Philip Federico, Kerry Staton, Brent Ceryes, Nicole Szeliga



Schochor, Federico & Staton consists of twelve attorneys who devote their practice to the investigation and litigation of complex civil matters involving medicine and the health care industry.



Since 1984, SFS has recovered over one billion dollars on behalf of its clients.



Recent Recoveries Include:

Led recovery of \$123 million in Doe v. Bradley (Superior Court of Delaware, New Castle Co., C.A. No. N10C-05-023 (JRS))



Led recovery of \$190 million in Doe v. The Johns Hopkins Hospital (Circuit Court for Baltimore City, Maryland, Case No.: 24-C-13-001041)

The Opioid Epidemic in Bradford County: Legal Counsel



Attorney Communication – Privileged and Confidential

The Applicant Team:

2) Spangenberg, Shibley & Liber

Peter Weinberger, Dustin Herman, Jeremy Tor



One of the three attorneys serving as liaison counsel in the MDL.

Experienced practitioner in the US District Court for the Northern District of Ohio, where the National Prescription Opiate Litigation MDL is currently pending.



Extensive leadership experience in other MDLs and product liability cases, having served on leadership committees in the Gadolinium Contrast Dyes Products Liability Litigation, MDL No. 1909 (N.D. Ohio), Teflon Product Liability Litigation, MDL No. 1733, and Benicar (Olmesartan) Products Liability Litigation, MDL No. 2606.



The Opioid Epidemic in Bradford County: Legal Counsel

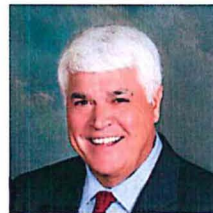


Attorney Communication – Privileged and Confidential

The Applicant Team:

3) Romano Law Group

John Romano, Eric Romano, Todd Romano



John Romano, along with Jeffrey Liggi, successfully represented Palm Beach County in a lawsuit against Travelocity, Expedia, Priceline, Orbitz and other online travel companies for claims related to their failure to collect and pay tourist development taxes.



Have litigated a wide variety of drug and medical device cases against numerous manufacturers, distributors and retailers, including litigating numerous opioid-related death cases against multiple fentanyl manufacturers, including wrongful death fentanyl toxicity cases against Teva Pharmaceuticals USA, Inc. and Janssen Pharmaceuticals.



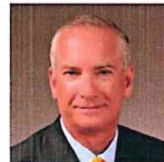
The Opioid Epidemic in Bradford County: Legal Counsel



The Applicant Team:

4) Avera and Smith

Mark Avera, Rod Smith, Dawn Vallejos-Nichols, Lance Avera



Avera and Smith concentrate in personal injury and medical malpractice on behalf of the plaintiff.



Mark Avera formerly served as a sheriff's deputy for Alachua County. Board Certified in Civil Trial Law, Mark has been involved in personal injury cases including the representation of plaintiffs against various tobacco companies responsible for the deaths of smokers.



Rod Smith served as State Attorney of the Eighth Judicial Circuit from 1993 – 2000. During this tenure, he was nationally recognized by the Association of Capital Litigators as one of the nation's preeminent prosecutors. Rod now concentrates in personal injury and tobacco litigation, among other areas of practice.

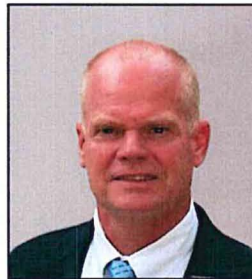


The Opioid Epidemic in Bradford County: Legal Counsel



Attorney Communication – Privileged and Confidential

Consultants:



Doug Treasurer

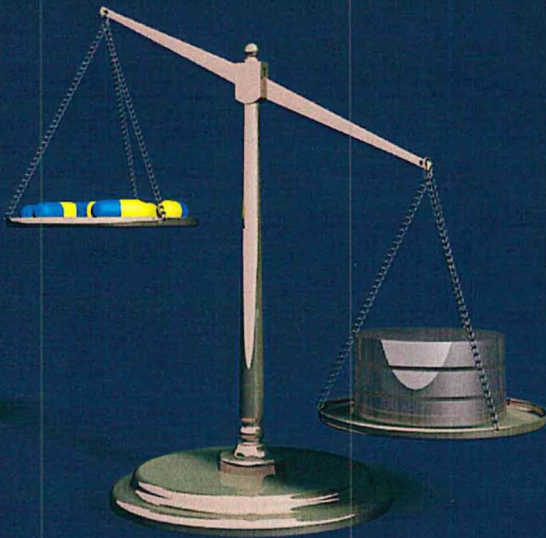
Retired DEA Special Agent

Conducted complex domestic and international criminal investigations on major violators of the Controlled Substances Act and other federal law.

Twice promoted as the Interim Group Supervisor for the Charleston Resident Office.

Recipient of numerous awards for domestic and international drug investigations, most notably including the International Narcotics Enforcement Officers Association Award, the United States Attorney's Award for the District of South Carolina, and the DEA Administrator's Award for Outstanding Group Achievement.

The Opioid Epidemic in Bradford County: Legal Counsel



Attorney Communication – Privileged and Confidential

Consultants:



Chad Staller, JD, MBA, MAC, CVA

Economist. President of the Center for Forensic Economic Studies.

Chad L. Staller is president of the Center for Forensic Economic Studies. He has extensive experience working with both plaintiff and defense counsel in a wide variety of civil matters, quantifying loss sustained by many types of plaintiffs. He serves on the faculty of Temple University's Beasley School of Law LL.M. in Trial Advocacy program and lectures regularly at Villanova University School of Law and Drexel's Earle Mack School of Law.

Mr. Staller is a Certified Trial Advocacy instructor through the National Institute of Trial Advocacy. He frequently presents seminars and speaks on forensic economic topics at law firms, accounting continuing education seminars, and before professional organizations.

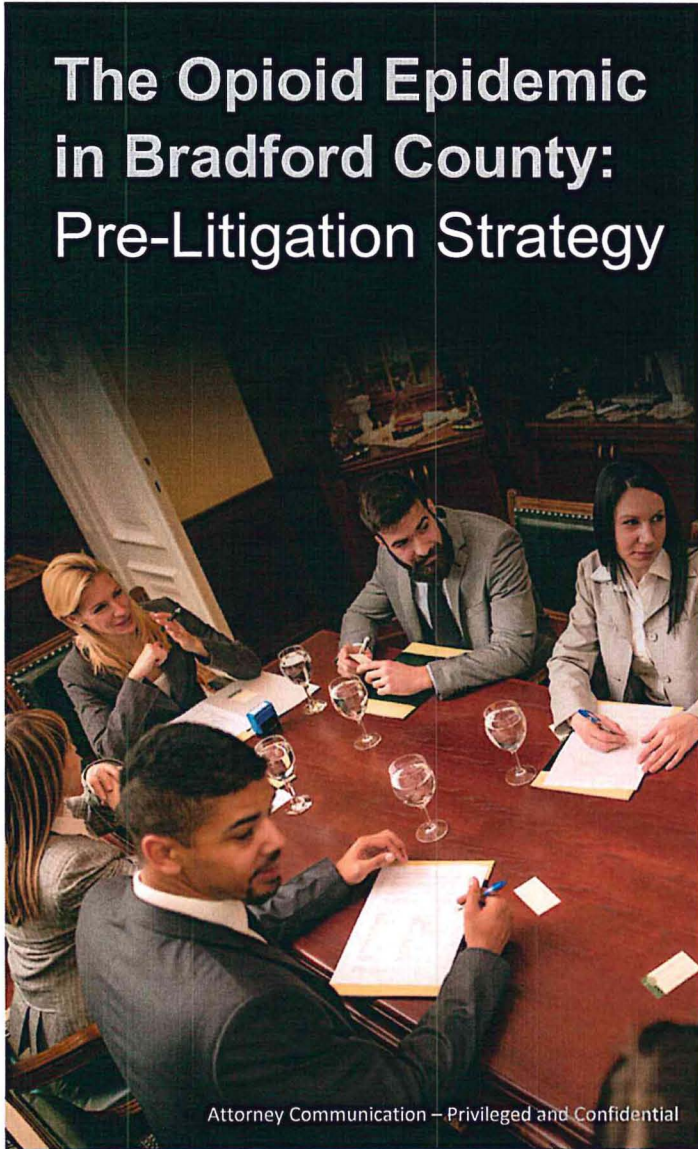
The Opioid Epidemic in Bradford County: Pre-Litigation Strategy

Attorney Communication – Privileged and Confidential

The Process

- Our team will prepare a Complaint to be filed in State or Federal Court, utilizing market share data to identify appropriate defendants.
- State Court:
 - Must identify local defendants, e.g. pharmacies or physicians to overcome complete diversity.
 - Likelihood of removal to federal court.
 - If remanded, respond to Motions to Dismiss.
 - Begin discovery on liability and damages.
- Federal Court:
 - Complete Plaintiffs information sheet.
 - Participate in depositions and other discovery which is well underway.
 - Participate in settlement negotiations and damage allocation.

The Opioid Epidemic in Bradford County: Pre-Litigation Strategy



Attorney Communication - Privileged and Confidential

Strategy for Success Phase I

- Identify individual prescribers subjected to and influenced by opioid manufacturers' deceptive marketing.
- Identify local marketing (branded & unbranded) directed at local doctors by manufacturers.
- Calculate County expenditures on opioids by manufacturer.
- Determine recoverable elements of County expenditures attributable to opioid crisis.
- Prepare to counter defendants' known arguments/tactics, such as motions to disqualify counsel, learned intermediary doctrine defenses, and other causation defenses.

The Opioid Epidemic in Bradford County: Litigation Strategy

Strategy for Success Phase II

Prepare & File Streamlined Complaint, Specific to Union County.

- Select manufacturer defendant(s) based on data/investigation results. Forego smaller, statistically less significant defendants in favor of most culpable defendants.
- Plead with specificity the conduct of defendants.
- Plead only strongest causes of action to secure favorable ruling on motion to dismiss.
- Ensure that Bradford County is "out in front" of the opioid litigation and a leader in the State.

The Opioid Epidemic in Bradford County: Pre-Litigation Strategy

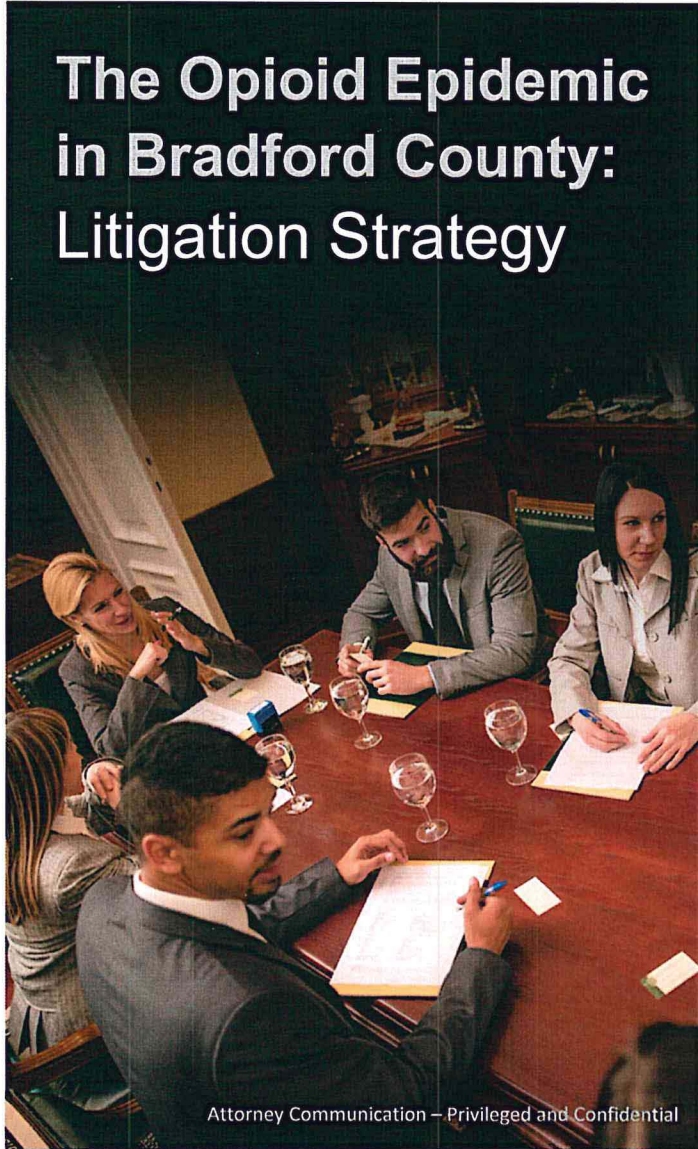


Attorney Communication – Privileged and Confidential

Strategy for Success Phase I Local Knowledge

- The applicant team has extensive relationships with physicians and medical institutions, including local and nationally-renowned experts in pain management and other medical specialties.
- These relationships will assist in pleading the conduct of the Defendants.

The Opioid Epidemic in Bradford County: Litigation Strategy



Attorney Communication – Privileged and Confidential

Causes of Action as to Manufacturers

- **Florida Unfair or Deceptive Trade Practices Act**
- **Public Nuisance**
- **Fraud**
- **Unjust Enrichment**
- **Florida False Claims Act**
- **Negligence/Negligence Per Se**

The Opioid Epidemic in Bradford County: Litigation Strategy

Causes of Action as to Distributors

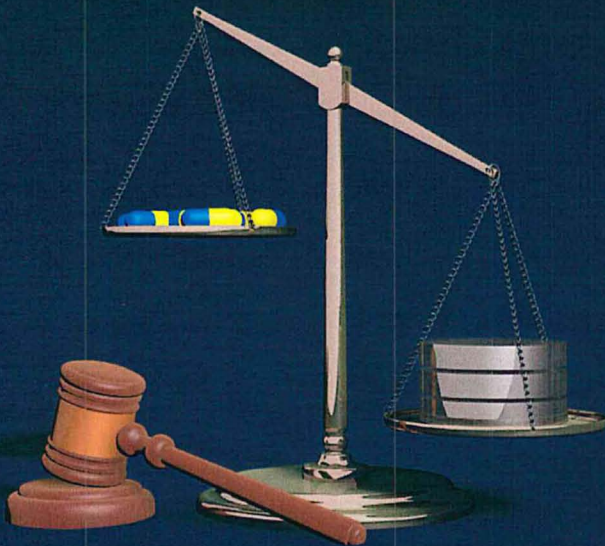
- Negligence/Negligence *Per Se*
- Public Nuisance
- Fraud
- Unjust Enrichment

Attorney Communication – Privileged and Confidential

The Opioid Epidemic in Bradford County: Damages

Risks vs. Benefits:

- Opportunity to recover damages on behalf of Bradford County to assist in the county's recovery from the opioid epidemic.
- Role in fashioning injunctive relief to help address the epidemic going forward.
- Contingent fee representation for the county. Expenses will be paid out of any recovery.



Attorney Communication – Privileged and Confidential

The Opioid Epidemic in Bradford County: Damages

Measure of Economic Damages

Direct (Marginal) Expenditures:

1. Facilities

- a. Cost of Treatment for Jail Population.
- b. Increases in incarcerations.

2. Judicial Administration

3. Labor

- a. New Hires
- b. Increased Overtime

The Opioid Epidemic in Bradford County: Damages

Measure of Economic Damages

Direct Expenditures Continued:

4. Costs associated with medical and drug benefits provided to Bradford County employees and retirees.
 - a. Medically Unnecessary medications
 - b. Costs associated with addiction treatment.
5. Increased services for abuse and neglect cases.
6. Police and EMS Expenditures
7. School System Damages

The Opioid Epidemic in Bradford County: Damages

Measure of Economic Damages

Direct Expenditures Continued:

8. Future damages for unmet needs:

- a. Public information campaigns
- b. Medication assisted treatment
- c. Opioid Antagonists (e.g. nalaxone)
(prices rising with increased demand).
- d. Other funds which may be of assistance to the
County in remediating the effects of this
epidemic.

The Opioid Epidemic in Bradford County: Damages

Fee Structure:

Prior to the Filing of the Complaint

- 10% of any recovery.

After Filing of Complaint, Prior to Trial

- 20% of any recovery.

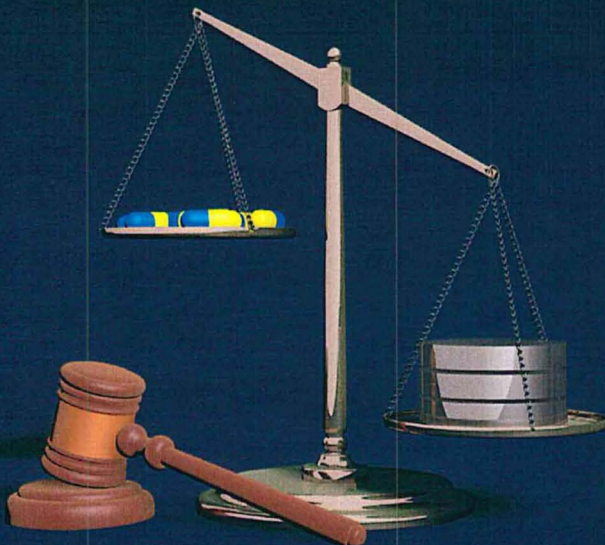
After Trial Commences, before any Appeal

- 22.5% of any recovery.

After Appeal Commences

- 25% of any recovery.

Costs and expenses associated with this litigation will be paid by the Applicant Team, and reimbursed in full from any recovery, in addition to the contingent fee set forth above.



Attorney Communication – Privileged and Confidential

The Opioid Epidemic in Bradford County: Our Goal

- The National Landscape
 - The States
 - Counties Nationwide
 - Cities Nationwide
- Current prospects for Settlement

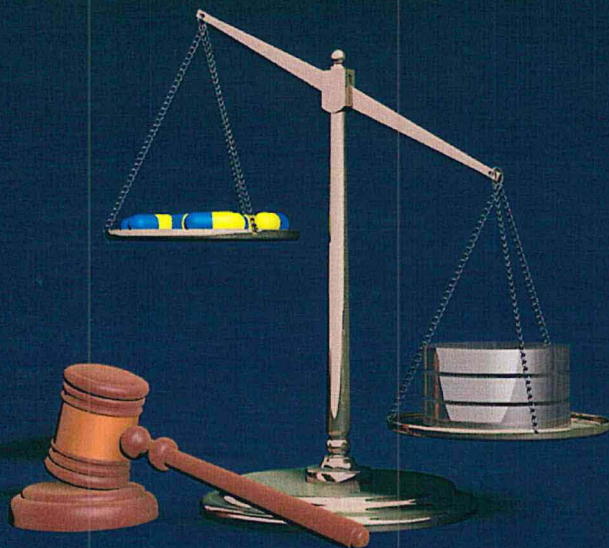


Attorney Communication – Privileged and Confidential

The Opioid Epidemic in Bradford County: Our Goal

Our Goal is to make certain that your County is adequately compensated for any and all losses related to the opioid epidemic.

Through this litigation it is our intent to equip Bradford County with the necessary resources to continue fighting the war on opioid addiction.



Attorney Communication – Privileged and Confidential

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM : 6 (F)

Consider approval of *Contingent Fee Retainer Agreement* with Romano Law Group; Schochor Federico and Staton, P.A.; Avera and Smith, LLP; and Spangenberg Shibley & Liber, LLP for the provision of legal services related to federal opioid litigation.

DEPARTMENT: County Attorney

PURPOSE:

In the event that the Board elects to retain the services of Avera & Smith at the conclusion of the presentation in the previous agenda item, this *Contingent Fee Retainer Agreement* will need to be approved and executed.

As is the case with a contingency fee agreement such as this, Bradford County will not be responsible to compensate Avera & Smith unless they are able to successfully litigate the case such that Bradford County is awarded – through settlement or verdict – a recovery in this matter.

ASSOCIATED COST(S): No cost; contingent fee arrangement.

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: In the event that the Board desires to engage the services of Avera & Smith, staff recommends that the Board approve the *Contingent Fee Retainer Agreement* as presented.

RECOMMENDED MOTION: In the event that the Board desires to engage the services of Avera & Smith, staff recommends that the Board make a motion approve the *Contingent Fee Retainer Agreement* as presented.

CONTINGENT FEE RETAINER AGREEMENT

BRADFORD COUNTY

This Contingent Fee Retainer Agreement (“Agreement”), is made this ____ day of _____, 2019, by and between BRADFORD COUNTY, FLORIDA (“County”) and ROMANO LAW GROUP; SCHOCHOR FEDERICO and STATON, P.A.; AVERA and SMITH, LLP; and SPANGENBERG SHIBLEY & LIBER, LLP (“Applicant Team”).

WHEREAS, the Applicant Team proposes to represent the County in connection with claims for damages arising out of the manufacture, distribution and sale of opioid drugs (“Opioids”) against various manufacturers, distributors and other defendants (“Claims”); and

WHEREAS, the County has agreed to retain the Applicant Team in accordance with the terms of this Agreement.

NOW, THEREFORE, this Agreement provides as follows:

1. The County hereby retains the Applicant Team to represent the County in connection with the Claims.
2. The Applicant Team will provide such first-rate legal services as may be required in order to bring about a resolution of the Claims. Such services may include *inter alia*: investigating the merits of the Claims; drafting and filing a Complaint; handling all pre-trial, discovery and motion proceedings; retaining expert witnesses; trying the case; and briefing and arguing any appeal. It is the Applicant Team’s intention to pursue these Claims in Florida State Court, as the Applicant Team believes this would be more advantageous for the County. Should these Claims be removed to Federal Court or otherwise have to be litigated in Federal Court, the Applicant Team will continue its representation of the County in Federal Court, including the MDL

process. The County will have final approval as to who will be named as defendants in any lawsuit filed on the County's behalf.

3. The Applicant Team will advance the full cost of any expenses necessary or required to be incurred in connection with this matter, without contribution from the County except as set forth herein.
4. Payment of a contingent legal fee ("Contingent Fee") and reimbursement of all expenses incurred on behalf of the County and paid by the Applicant Team shall be the County's sole obligation to compensate the Applicant Team in this matter, except as indicated in paragraph 7.
5. The Contingent Fee shall be payable by the County to the Applicant Team in accordance with the following schedule:
 - a. Ten percent (10%) of the gross amount recovered if the Claims are settled prior to filing a Complaint.
 - b. Twenty percent (20%) of the gross amount recovered if the Claims are settled prior to the first day of trial.
 - c. Twenty-two and a half percent (22.5%) of the gross amount recovered after a trial on the merits.
 - d. Twenty-five percent (25%) of the gross amount recovered after any post-judgment appeal, regardless of whether the appeal is brought by or against the County.

In no event will the contingent fee payable to the Applicant Team exceed that which is permissible under the Florida Bar rules or Florida law.

The payment of fees as outlined above is entirely contingent upon the Applicant Team recovering money for the County. If the Applicant Team makes no recovery for the County, then the County will not be responsible for paying any fee to the Applicant Team.

6. In addition to the Contingent Fee payable pursuant to paragraph 5 of this Agreement, the County shall reimburse the Applicant Team out of the gross amount recovered the full amount of all expenses incurred on behalf of the County and paid by the Applicant Team in connection with this matter. The County is not responsible for advancing any costs for this litigation. If the Applicant Team does not make any recovery for the County, then the County will not be responsible for reimbursing the Applicant Team for any costs incurred by the Applicant Team in prosecuting this case.
7. In the event the County terminates this Agreement prior to any recovery on account of the Claims and subsequently recovers any amount on account of such Claims, the County agrees to compensate the Applicant Team for those fees permitted under Florida law and reimburse the expenses the Applicant Team incurred on behalf of the County in accordance with the terms of paragraphs 6 of this Agreement.
8. This Agreement shall be governed by and construed in accordance with the law of the State of Florida.
9. It is expressly agreed that this Agreement represents the entire agreement between the County and the Applicant Team, that all provisions and understandings between the parties are merged in this Agreement, and that no modification of this Agreement shall be valid except by a writing signed by all parties.

10. In the event that the court or arbitrator requires another party to the litigation (or its counsel) to pay attorneys' fees and/or costs to the County and/or the Applicant Team, such award will not affect the amount the County is obligated to pay the Applicant Team under this Agreement. If such award is less than the amount that the County is obligated to pay the Applicant Team under this Agreement, then such award will be credited toward the total amount owed under this Agreement, and the County will be responsible for paying the balance to the Applicant Team out of the gross recovery. If such award is greater than the amount the County is obligated to pay the Applicant Team under this agreement, then the Applicant Team will be entitled to the amount awarded by the court or arbitrator, and the County will not owe the Applicant Team any fee.

On behalf of SUWANNEE County, I have, before signing this contract, received and read the Statement of Client's Rights, and understand each of the rights set forth therein. I have signed the statement and received a signed copy to keep for reference while being represented by the Applicant Team. This contract may be cancelled by written notification to the Applicant Team at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled, the County shall not be obligated to pay any fees to the Applicant Team for the work performed during that time. If the Applicant Team has advanced funds to others in pursuing this case, the Applicant Team is entitled to be reimbursed for such amounts as it has reasonably advanced on the County's behalf. The County acknowledges, understands and agrees to all the terms of this agreement.

BRADFORD COUNTY, FLORIDA

By: _____
Name

Title

IN WITNESS WHEREOF, the hands and seals of the parties hereto as of the day and year first above written.

BRADFORD COUNTY, FLORIDA

By: _____
Name

Title

SCHOCHOR, FEDERICO AND STATON, P.A.

By: _____
Name

Title

ROMANO LAW GROUP

By: _____
Name

Title

AVERA and SMITH, LLP

By: _____
Name

Title

SPANGENBERG SHIBLEY & LIBER, LLP

By: _____
Name

Title

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it

remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-850-561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

BRADFORD COUNTY, FLORIDA

By: _____
Name

Title

SCHOCHOR, FEDERICO AND STATON, P.A.

By: _____
Name

Title

ROMANO LAW GROUP

By: _____
Name

Title

AVERA and SMITH, LLP

By: _____
Name

Title

SPANGENBERG SHIBLEY & LIBER, LLP

By: _____
Name

Title

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM _____: 6(6)

Consider approval of Interlocal Agreement with the City of Keystone Heights, Florida for Matters Related to the Florida Department of Economic Opportunity, Florida Job Growth Infrastructure Grant.

DEPARTMENT: County Attorney

PURPOSE:

This interlocal agreement between the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida is intended to outline the relationship between Bradford County and Keystone with respect to Bradford County's development of the infrastructure improvements at the Keystone Heights Airport which are funded through the Florida Job Growth Grant.

The agreement acknowledges that the improvements constructed by Bradford County in conjunction with the Florida Job Growth Grant, although constructed on the Keystone Heights Airport property shall remain the property of Bradford County and that Bradford County shall be responsible for maintenance of the same in perpetuity.

The State of Florida, Department of Economic Opportunity has indicated that an agreement such as this will satisfy the property ownership requirements of the Florida Job Growth Infrastructure Grant Agreement previously approved by the Board.

ASSOCIATED COST(S): None.

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Staff recommends that the Board approve the interlocal agreement with the City of Keystone Heights, Florida.

RECOMMENDED MOTION: Motion to approve the interlocal agreement with the City of Keystone Heights, Florida as presented.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
AND
CITY OF KEYSTONE HEIGHTS, FLORIDA

INTERLOCAL AGREEMENT
FOR
DEVELOPMENT, CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE
IMPROVMENTS AT THE KEYSTONE AIRPORT

THIS AGREEMENT is made and entered into this _____ day of _____ 2019 by and between the BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 945 North Temple Avenue, Starke, Florida 32091, hereinafter referred to as “BRADFORD,” and the CITY OF KEYSTONE HEIGHTS, FLORIDA, a Florida municipal corporation, whose address is 555 S. Lawrence Boulevard, Keystone Heights, Florida 32656, hereinafter referred to as “KEYSTONE.”

WITNESSETH:

WHEREAS, the City of Keystone Heights, Florida is the owner of certain real property in Bradford County, Florida which is the site of the Keystone Heights Airport and which was transferred to the City of Keystone Heights, Florida by the United States of America in 1947, following World War II; by and through a Quitclaim Deed dated August 21, 1947 and recorded in Deed Book Number 58 on Pages 503 through 511 of the Public Records of Clay County, Florida; and

WHEREAS, the City of Keystone Heights, Florida manages said real property and operates the Keystone Heights Airport through the Keystone Airport Authority; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, the City of Keystone Heights, Florida and the Keystone Airport Authority have long recognized the mutual benefit of the Keystone Heights Airport to the economic growth and development of the Bradford

County and Keystone Heights communities and have enjoyed a longstanding, positive working relationship; and

WHEREAS, the Keystone Heights Airport has recently undergone substantial growth, including the development of relationships with significant, domestic and international tenants maintaining business portfolios within the aerospace industry; and

WHEREAS, the continued growth and expansion of these tenants at the Keystone Heights Airport has the potential to provide a tremendous economic impact upon the Bradford County and Keystone Heights communities; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida – through the aforementioned positive working relationship – have determined that the continued growth and development of the aerospace industry at the Keystone Heights Airport represents one of the most significant potential economic development assets in the Bradford County and Keystone Heights communities; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida – through the aforementioned positive working relationship with the City of Keystone Heights, Florida and the Keystone Airport Authority – determined that improved broadband internet and related roadway infrastructure at the Keystone Heights Airport would improve the posture of the airport with respect to (1) allowing existing tenants to expand their operations; and (2) recruiting additional tenants and related industries to the airport; and

WHEREAS, in an effort to continue to promote the Keystone Heights Airport as such an economic development asset, the Board of County Commissioners applied for and received \$2,300,000.00 in funding from the State of Florida, Department of Economic Opportunity, pursuant to Section 288.101, Florida Statutes, through the Florida Job Growth Grant Fund; and

WHEREAS, the project which was awarded funding through the Florida Job Growth Grant Fund was developed to provide improved broadband internet access to the Keystone Heights Airport as well as a new access road to provide support for the same; and

WHEREAS, the *Florida Job Growth Infrastructure Grant Agreement* between the Board of County Commissioners of Bradford County, Florida and the State of Florida, Department of Economic Opportunity which outlines the parameters of the implementation of the Florida Job Growth Grant requires that the Board of County Commissioners of Bradford County, Florida own and maintain the assets developed, constructed and funded by the Florida Job Growth Grant in perpetuity; and

WHEREAS, the aforementioned Quitclaim Deed which transferred title to the Keystone Heights Airport property from the United States of America to the City of Keystone Heights, Florida and the subsequent regulation of the Keystone Heights Airport by the United States of America, Federal Aviation Administration prohibits the transfer of airport property to any other entity; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida desire to enter into an agreement which outlines a relationship in which Bradford County develops, constructs and maintains the infrastructure improvements on property owned by the City of Keystone Heights; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida desire to have this agreement (1) comply with the requirements of the *Florida Interlocal Cooperation Act of 1969*, codified at Chapter 163, *Florida Statutes*; (2) comport with the terms and conditions of the Quitclaim Deed which transferred title to the Keystone Heights Airport to the City of Keystone Heights, Florida; and (2) comply with the requirements of the *Florida Job Growth Infrastructure Grant Agreement* between the State of Florida, Department of Economic Opportunity and the Board of County Commissioners of Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds and determines that entry into this interlocal agreement, development of the Florida Job Growth Grant project and the continued growth and development of the Keystone Heights Airport will provide a significant benefit to and is in the best interest of Bradford County, Florida and its citizens; and

WHEREAS, the City of Keystone Heights, Florida finds and determines that entry into this interlocal agreement, development of the Florida Job Growth Grant project and the continued growth and development of the Keystone Heights Airport will provide a significant benefit to and is in the best interest of the City of Keystone Heights, Florida and its citizens; and

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

BRADFORD and KEYSTONE hereby specifically adopt the above-outlined recitals and incorporate them herein as part and parcel of this this interlocal agreement between them.

Section 2. Purpose and Authority for Agreement.

A. This interlocal agreement is entered into by BRADFORD and KEYSTONE for the purpose of outlining the terms and conditions of their relationship as it pertains to the design, development, construction and maintenance by BRADFORD of certain infrastructure improvements at the Keystone Heights Airport on property owned by KEYSTONE as outlined and provided for in the *Growth Infrastructure Grant Agreement* between the State of Florida, Department of Economic Opportunity and the Board of County Commissioners of Bradford County, Florida.

B. This interlocal agreement is entered into by BRADFORD and KEYSTONE pursuant to the authority provided by Chapter 163, *Florida Statutes*, and Chapters 125 and 1001, *Florida Statutes*, respectively.

Section 3. Adoption and Incorporation of Related Documents.

A. The application materials submitted by BRADFORD for the Florida Job Growth Grant ultimately awarded to BRADFORD are attached hereto as “Exhibit 1” and are incorporated herein by reference;

B. The *Florida Job Growth Infrastructure Grant Agreement* between the State of Florida, Department of Economic Opportunity and the Board of County Commissioners of Bradford County, Florida for said Job Growth Grant is attached hereto as “Exhibit 2” and is incorporated herein by reference; and

C. Electronic mail correspondence between Beth Frost, Agreement Manager for the State of Florida, Department of Economic Opportunity, and representatives of BRADFORD, KEYSTONE and the Keystone Heights Airport – which outlines the suggestion that this revised interlocal agreement be developed and executed – is attached hereto as “Exhibit 3” and is incorporated herein by reference.

Section 4. Design, Development, Construction and Maintenance of Improvements.

BRADFORD and KEYSTONE understand, acknowledge and agree that BRADFORD shall, pursuant to the terms and conditions of the *Florida Job Growth Infrastructure Grant Agreement* attached hereto as “Exhibit 2,” design, develop, construct and maintain in perpetuity on the Keystone Heights Airport property owned by KEYSTONE, those certain infrastructure improvements more particularly described in the *Scope of Work* which is outlined in Exhibit A (pages 20 through 30) of said *Florida Job Growth Infrastructure Grant Agreement*.

Section 5. Authorization to Design, Develop, Construct and Maintain Improvements.

KEYSTONE specifically authorizes BRADFORD to design, develop, construct and maintain in perpetuity on the Keystone Heights Airport property owned by KEYSTONE, those certain infrastructure improvements more particularly described in the *Scope of Work* which is outlined in Exhibit A (pages 20 through 30) of said *Florida Job Growth Infrastructure Grant Agreement*.

Section 6. Ownership of Improvements.

BRADFORD and KEYSTONE understand, acknowledge and agree that the infrastructure improvements designed, developed, constructed and maintained in perpetuity by BRADFORD on the Keystone Heights Airport property owned by KEYSTONE and more particularly described in the *Scope of Work* which is outlined in Exhibit A (pages 20 through 30) of said *Florida Job Growth Infrastructure Grant Agreement* shall at all times remain the sole and exclusive property of BRADFORD.

Section 7. Maintenance of Improvements.

BRADFORD and KEYSTONE understand, acknowledge and agree that the infrastructure improvements designed, developed and constructed by BRADFORD on the Keystone Heights Airport property owned by KEYSTONE and more particularly described in the *Scope of Work* which is outlined in Exhibit A (pages 20 through 30) of said *Florida Job Growth Infrastructure Grant Agreement* shall be maintained in perpetuity BRADFORD.

Section 8. Access to Keystone Heights Airport Property.

KEYSTONE shall at all times, in compliance with other regulations and requirements of the United States of America, Federal Aviation Administration and and pursuant to terms and conditions of this interlocal agreement, permit BRADFORD to access the Keystone Heights Airport property for the purpose of allowing BRADFORD to design, develop, construct and maintain in perpetuity on the Keystone Heights Airport property owned by KEYSTONE, those certain infrastructure

improvements more particularly described in the *Scope of Work* which is outlined in Exhibit A (pages 20 through 30) of said *Florida Job Growth Infrastructure Grant Agreement*.

Section 9. Communication between the Parties.

BRADFORD and KEYSTONE understand, acknowledge and agree that in order for both parties to perform their obligations under this interlocal agreement, they must maintain open and effective communication and both BRADFORD and KEYSTONE agree to make their best effort to maintain said communication.

Section 10. Acknowledgment of Mutual Benefit.

BRADFORD and KEYSTONE understand, acknowledge and agree that the completion of those certain infrastructure improvements more particularly described in the *Scope of Work* which is outlined in Exhibit A (pages 20 through 30) of said *Florida Job Growth Infrastructure Grant Agreement* by BRADFORD on the Keystone Heights Airport property owned by KEYSTONE are of a mutual benefit to both BRADFORD and KEYSTONE.

Section 11. Acknowledgement of Obligations of Keystone under Grant Agreement.

BRADFORD and KEYSTONE specifically acknowledge, understand and agree that nothing contained in this interlocal agreement is intended to or shall require KEYSTONE to perform any obligation whatsoever of BRADFORD under said *Florida Job Growth Infrastructure Grant Agreement* between the State of Florida, Department of Economic Opportunity and the Board of County Commissioners of Bradford County, Florida.

Section 12. Compensation for Services by the Parties.

Nothing contained in this interlocal agreement shall represent or constitute an obligation by either BRADFORD or KEYSTONE to provide any compensation to the other for the performance of their responsibilities under this interlocal agreement.

Section 13. Designation as Independent Contractors.

A. Nothing contained in this interlocal agreement shall require either BRADFORD or KEYSTONE to perform work for or at the direction of the other party.

B. Nothing contained in this interlocal agreement is intended to or should be construed as to constitute a formal, legal partnership or joint venture between BRADFORD and KEYSTONE.

C. While nothing contained in this interlocal agreement should be construed as requiring either BRADFORD or KEYSTONE to perform work for the other party, in the event that such a relationship develops or occurs, the party performing such work shall be considered an independent contractor of the other.

Section 14. Termination of Agreement.

BRADFORD and KEYSTONE understand, acknowledge and agree that, due to the unique nature of this agreement and the terms and conditions hereof, neither party shall be terminate this agreement without the consent of the other party and/or the State of Florida, Department of Economic Opportunity.

Section 15. Resolution of Disputes.

BRADFORD and KEYSTONE understand, acknowledge and agree that all issues pertaining to the performance of their obligations under this interlocal agreement that are unresolved through normal channels shall be resolved jointly by the County Manager for BRADFORD and the City Manager for KEYSTONE or their designees.

Section 16. Indemnification and Hold Harmless Provisions.

A. Neither BRADFORD nor KEYSTONE waive any defense of sovereign immunity pursuant to Section 768.28, *Florida Statutes*, nor increases the limits of its liability upon entering into this interlocal agreement.

B. BRADFORD agrees to indemnify and hold harmless KEYSTONE for any acts, including but not limited to acts of negligence, of BRADFORD or any agent, employee, contractor or consultant of BRADFORD related to the performance by BRADFORD of its obligations under this interlocal agreement.

C. KEYSTONE agrees to indemnify and hold harmless BRADFORD for any acts, including but not limited to acts of negligence, of KEYSTONE or any agent, employee, contractor or consultant of KEYSTONE related to the performance by KEYSTONE of its obligations under this interlocal agreement.

Section 17. Notice to Parties.

Any and all notice(s) made pursuant to or as required by this interlocal agreement shall be made in writing and shall be delivered to the parties as follows:

A. For BRADFORD:

Office of the County Manager
Bradford County Courthouse
945 N. Temple Avenue
Starke, Florida 32091;

B. For KEYSTONE:

Office of the City Manager
555 S. Lawrence Boulevard
Keystone Heights, Florida 32656; and

Section 18. Severability of Agreement Provisions.

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

Section 19. Governing Law for Agreement.

This interlocal agreement shall be interpreted and construed under the laws of the United States and the State of Florida and any litigation arising hereunder or related hereto shall be tried by the state courts in and for Bradford County, Florida.

Section 20. Entirety of Agreement.

BRADFORD and KEYSTONE understand, acknowledge and agree that this interlocal agreement represents the entire agreement between the parties; this interlocal agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this interlocal agreement; and that no modification of this interlocal agreement shall be valid unless it is in writing identified as an amendment to this interlocal agreement and is signed by an authorized representative of BRADFORD and KEYSTONE.

Section 21. Effective Date of Agreement.

This interlocal agreement shall be effective immediately upon adoption by BRADFORD and KEYSTONE.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: FRANK DURRANCE, as its
Chairman

DATE

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
County Attorney

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have further executed this agreement by their duly authorized officials on the date set forth below.

CITY OF KEYSTONE HEIGHTS, FLORIDA

By: KAREN LAKE, as its
Mayor

DATE

ATTEST:

By: LYNN RUTKOWSKI, as
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICH KOMANDO, as
City Attorney

The remainder of this page intentionally left blank.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
AND
CITY OF KEYSTONE HEIGHTS, FLORIDA

INTERLOCAL AGREEMENT
FOR
DEVELOPMENT, CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE
IMPROVMENTS AT THE KEYSTONE AIRPORT

EXHIBIT 1



2018-2019 Florida Job Growth Grant Fund Public Infrastructure Grant Proposal

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed by the governmental entity applying for the grant and signed by either the chief elected official, the administrator for the governmental entity or their designee. Please read the proposal carefully as some questions may require a separate narrative to be completed. If additional space is needed, attach a word document with your entire answer.

Governmental Entity Information TITLE: Retention & Expansion of Economic Development Opportunities

at Keystone Heights Airport, Bradford & Clay Counties through Broadband & Road Access Improvements

Name of Governmental Entity: Bradford County Board of County Commissioners

Government Federal Employer Identification Number 59-6000519

Primary Contact Name: Brad Carter

Title: County Manager

Mailing Address: P.O. Drawer B

Starke, FL 32091

Phone Number: 904.966.6327

Email: brad.carter@bradfordcountyfl.gov

Secondary Contact Name: Rachel Rhoden

Title: Assistant County Manager

Phone Number: 904.966.6327

Public Infrastructure Grant Eligibility

Pursuant to section 228.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. Eligible entities that wish to access this grant fund must submit public infrastructure proposals that:

- Promote economic recovery in specific regions of the state, economic diversification or economic enhancement in a targeted industry ([View Florida's Targeted Industries here](#)).
- Are not for the exclusive benefit of any single company, corporation or business entity.
- Are for infrastructure that is owned by the public and is for public use or predominately benefits the public.



1. Program Requirements:

(If additional space is needed, attach a word document with your entire answer.)

Each proposal must include the following information describing how the project satisfies eligibility requirements listed on page 1.

A. Provide a detailed description of the public infrastructure improvements.

Please see Attachment: Page 2, Section 1-A "Detailed Description"

B. Provide location of public infrastructure, including physical address and county of project.

Please see Attachment: Page 2, Section 1-B "Public Infrastructure Location"

Keystone Heights Airport, 7100 Airport Road, Starke, FL 32091

C. Is this infrastructure currently owned by the public? Yes No

If no, is there a current option to purchase or right of way provided to the County?

D. Provide current property owner.

Bradford County

E. Is this infrastructure for public use or does it predominately benefit the public?

Yes No

F. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?

Yes No

Attachment: Page 2, Section 1-A “Detailed Description”

The proposed public infrastructure improvements detailed in this grant application will provide a tremendous enhancement to a rural sub-region’s greatest asset—the Keystone Heights Airport (KHA). The KHA is uniquely positioned in that the airport campus covers two counties (Bradford and Clay counties) and one city (Keystone Heights); as a result, this project will directly benefit the job growth, local economies, and the residents of three communities. Moreover, there is an existing Interlocal Agreement among the three parties governing their relationships and responsibilities as they relate to the airport and its development; the parties are developing an updated Interlocal Agreement in response to this grant opportunity (please see attachments to this section). Bradford County is the actual applicant and is located within a Rural Area of Opportunity (RAO); additional partners for this application include Clay County and the City of Keystone Heights which both comprise significant portions of rural geography and similar economic metrics.

The project proposes to include two public infrastructure facility developments: (1) Development of an Access Road off the only airport entrance road and (2) Significant enhancement of Broadband through the installation of Fiber Optic facilities located directly on the airport. This project will enable existing airport-based businesses to benefit as well as enable a vast amount of highly developable land to be “opened-up” for business recruitment in at least three (3) Qualified Targeted Industries for the State of Florida including Aviation/Aerospace, InfoTech, and a range of potential Manufacturing and Advanced Manufacturing opportunities.

While a highly defined Return on Investment (ROI) for the overall project is difficult considering the expansive opportunities provided through increasing the access to developable properties/sites (over 1,300 acres), the project forecasts a minimum of 160 new jobs generating approximately an **annual employment impact** of \$7.2 million and a **capital investment projection** of approximately \$16.4 million over the next 3-4 years. Given the total grant application is for \$2.3 million dollars, the forecasted total employment and CAPEX ROI is anticipated to be 10:1. The project anticipates serving as a catalyst for a minimum of 3-4 new aviation-based, and/or manufacturing-based companies that will generate a minimum of 160 new jobs over the next 3-4 years, attracting a minimum of between \$15-20 million in new capital investment; in addition to three definitive expansion plans (described later in the grant), an annual employment impact of \$7,200,000 is anticipated. This is based on the lowest projected salaries (\$45,000) multiplied by a conservative 160 new jobs. This does not even take into account the revenue increases related to fuel, taxable property, sales taxes, etc. Moreover, substantial equipment, tools and other supplies will drive the ROI even higher. Another critical component to the economic impact is the diversification of the local tax base(s) and the indirect jobs and economic activity this project will generate.

As mentioned earlier, the project proposes to include two public infrastructure facility developments: (1) Development of an Access Road off the only airport entrance road and (2)

Significant enhancement of Broadband through the installation of Fiber Optic facilities located directly on the airport. The access road will provide the catalyst for opening up over 1,300 acres for private industrial, commercial, and manufacturing-based businesses/companies, most of which would target aviation-based companies including Maintenance, Repair, and Overhaul (MRO) companies, avionics companies, small and medium-size aerospace parts manufacturing and emerging technology instruments, etc. Jobs associated with these types of companies provide significantly higher wages than the average wage in either of the counties, or the City of Keystone Heights.

Moreover, the properties/sites the access road would "open up" for immediate development-potential are already zoned properly and are publicly owned insuring the ability to expedite local permitting, provide local incentives to prospective businesses when appropriate, and access additional state and federal infrastructure grants (e.g., CDBG, RIF, etc.) to leverage the investment made through this grant. There is already an existing 12-inch water line located within 2 miles of the airport site that could be extended to further enhance the growth potential of the airport site. In short, the potential to recruit additional businesses to the airport will be dramatically improved through this access road.

The second infrastructure facility is the installation of significantly enhanced Broadband that will enable the retention and expansion of existing businesses at the KHA and also increase the opportunities to recruit new business and industry. A major component of this project is the installation of broadband conduit which will run adjacent to all of the existing and proposed airport roads. One of the biggest deficiencies at the KHA, including many of the businesses located at the airport, is the lack of high-speed Internet and telecommunications connectivity. This is especially critical for aviation-based companies as well as for companies that have their Corporate and/or Operational Headquarters located in locations outside of Florida or in some cases, outside the United States. One such company is MHD Rockland, a 50-year experienced Canadian company that is a leader in aerospace distribution, logistics and stocking distributor of aircraft OEM parts. Rockland is projecting dramatic expansion of Hangar space to accommodate the housing of additional aircraft and to potentially relocate their international shipping portal to the KHA. In addition, Rockland is looking to develop a Repair Station to complement the Maintenance Facility. All of these expansions will require significant Broadband and High Speed Connectivity facilities. In all, the potential expansions are anticipated to create 15-20 jobs with a range of salaries from a high of \$150,000 per year to a minimum of \$45,000 per year. While this project investment will certainly go a long way in retaining and potentially expanding the impact of MHD Rockland, this company will NOT be the sole benefactor of the grant as the description of the ROI and job projections forecasts.

MHD Rockland, per their letter is also looking to engage in a Public/Private Partnership with the Keystone Airport and Bradford County to develop an airfield side multi-purpose building to house a fire station, EMS responders and a small portion to house significant IT equipment. This facility is expected to generate a private investment of \$400,000-500,000 to construct the

facility which will create additional jobs for support and operations of the new Fire/EMS Station.

The Airport currently has three (3) types of Land Use designations established in Bradford County, Florida which are conducive to diversified economic development:

- 1) Public (994 acres, more or less);
- 2) Commercial (20 acres, more or less);
- 3) Industrial (296 acres, more or less);

These three land uses offer a diverse range for any number of businesses to quickly “set up shop” and be prepared to start development knowing the proper zoning is already in place. Also, with the recent addition of a 12-inch water line approximately two (2) miles south of this Airport site, there is an indication of potential growth in this area.

A critical aspect to this proposal is the expressed, codified cooperation among the three governmental entities. There already exists an Inter-local Agreement between Bradford County and the City of Keystone Heights (owner of the airport) related to Land Use, Zoning and Development Issues (Inter-local Agreement follows). In addition, both parties are in the process of amending this Inter-local Agreement to address the issue of maintenance of the anticipated infrastructure derived from this grant (**Please see attached letter of explanation following this page from the Bradford County attorney, a copy of the current/existing Inter-Local Agreement, and a draft of the Proposed Amendment to the existing Inter-Local Agreement which is expected to be approved by both governing bodies within the next month**).

It is worth reiterating that both of these infrastructure components are needed and complement one another. Most important, while this investment will certainly go a long way in retaining and potentially expanding the impact of MHD Rockland, they **will NOT be the sole benefactor of the grant**. The access road will open up tremendous development potential for other aviation-based businesses to be recruited, including supply chain providers. The Broadband upgrades will also serve the needs of other existing businesses including the College of Missionary Aviation, the Florida International Rally and Motorsports Park, and a sky-diving school; these entities are discussed in detail later in the grant. The airport is also adjacent to an existing Residential Summer Camp (Camo Crystal Lake) as well as Bradford County and Clay County residential areas that will directly benefit from the enhanced Broadband facilities. Moreover, there are plans to locate an on-site, aviation training academy to compliment the aviation curriculum currently offered at Oakleaf High School encouraging career paths in aviation-based occupations and developing a pipeline of workforce talent for prospective businesses.

OFFICE OF THE COUNTY ATTORNEY
BRADFORD COUNTY, FLORIDA



WILLIAM E. SEXTON
COUNTY ATTORNEY

July 28, 2017

VIA ELECTRONIC AND U.S. MAIL

Jeff Hendry, Executive Director
North Florida Economic Development Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, Florida 32303

RE: Bradford County, Florida – Application for Public Infrastructure Grant
Interlocal Agreement with City of Keystone Heights, Florida

Dear Mr. Hendry:

I write as counsel for the Board of County Commissioners of Bradford County, Florida and on their behalf with regard to the above referenced matter.

In or about February of 2009, the Board of County Commissioners of Bradford County, Florida entered into an interlocal agreement with the City of Keystone Heights, Florida pursuant to the authority and requirement provided by Chapter 333, *Florida Statutes*, primarily to make arrangement for certain land use and zoning matters at the Keystone Airpark. A copy of that interlocal agreement accompanies this letter. In the near-decade since that time, the Board of County Commissioners of Bradford County, Florida has maintained a very positive working relationship with both the City of Keystone Heights, Florida and the Keystone Airpark Authority.

In the years since 2009, Bradford County has also regularly identified the Keystone Airpark as a major economic development asset for our county and the surrounding community. We have, however, heard from representatives of the Keystone Airpark Authority that a lack of sufficient broadband internet access is a limiting factor for significant economic development on the airpark site.

Following those discussions and after learning from NFEDP about the possibility of available funds for the improvement of internet connectivity at the Keystone Airpark through the Public Infrastructure Grant program, which is a part of the Florida Job Growth Grant Fund (Section 288.101, *Florida Statutes*), Bradford County has engaged with representatives of

Bradford County, Florida
Keystone Airport – Letter to Jeff Hendry
July 28, 2017
Page 2 of 2


both the City of Keystone Heights, Florida and the Keystone Airpark Authority to develop an application for said grant funds so as to make needed improvements at the Keystone Airpark.

In connection with that application, a revised interlocal agreement between the Board of County Commissioner of Bradford County, Florida and the City of Keystone Heights is necessary. We have developed the accompanying, draft, revised interlocal agreement which addresses matters related to the development of the improved infrastructure which may be developed using the grant funds. This draft, revised interlocal agreement is currently in the process of being approved by both the Board of County Commissioners of Bradford County, Florida and the City Commission of the City of Keystone Heights, Florida.

These materials are provided to you at your request and in conjunction with your assistance to Bradford County in our making application for the Public Infrastructure Grant funds.

As always, in the event that you have any additional questions or concerns regarding this matter, please do not hesitate to give me a call.

Sincerely,



William E. Sexton

Attachments

cc: Board of County Commissioners
Brad Carter, County Manager,
Rachel Rhoden, Deputy County Manager
Randal Andrews, Zoning Director
Christopher Thurow, Information Technology Director
Scott Kornegay, City Manager, Keystone Heights
Maria Gall, Office Manager, Keystone Heights Airport

INTERLOCAL AGREEMENT
BETWEEN
CITY OF KEYSTONE HEIGHTS AND
BRADFORD COUNTY CONCERNING
LAND USE, ZONING AND DEVELOPMENT ISSUES
FOR THAT PORTION OF KEYSTONE AIRPARK
LOCATED IN BRADFORD COUNTY

This Interlocal Agreement is made and entered between the CITY OF KEYSTONE HEIGHTS, (hereafter, the "City"), and BRADFORD COUNTY, (hereafter, the "County") (jointly, the "parties hereto"), this 16th day of February 2009.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to enter into interlocal agreements providing for the joint exercise of any power, privilege or authority which the public agencies involved share in common and which each might exercise separately; and

WHEREAS, the City and the County desire to cooperate with respect to the decisions concerning land use, zoning and development issues at that portion of Keystone Airpark located in Bradford County; and

WHEREAS, this Agreement only concerns land use, zoning and development issues and does not concern any other regulatory issues; and

WHEREAS, this Agreement does not involve portions of the Keystone Airpark not located in Bradford County; and

WHEREAS, the City and the County are required by Section 333.03(1)(b), Florida Statutes, to either: (1.) enter into an interlocal agreement in accordance with

Section 333.03(1)(b)(1), or (2.) by ordinance or resolution create a joint airport zoning board pursuant to Section 333.03(1)(b)(2); and

WHEREAS, the City and the County have determined that the requirements of Section 333.03(1)(b) can best be complied with by this Interlocal Agreement (hereafter, the "Agreement");

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises as contained herein, the sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Maintenance and Enforcement of Zoning Regulations – All land use, zoning and development activities within the geographical boundaries of that portion of the Keystone Airpark located in Bradford County shall be subject to the Comprehensive Plan Land Development Regulations (LDRs) and Zoning Code of Bradford County, Florida. The County shall enforce the LDRs and Zoning Code regarding the Airpark as they now exist in the Bradford County Land Development Code and as they may be hereafter amended or established from time to time.

2. Application by City for proposed Amendments - Any proposed amendments to the County's Comprehensive Plan, Land Development Regulations or Zoning Code that may directly or indirectly affect land use, zoning and development activities within the geographical boundaries of that portion of the Keystone Airpark located in Bradford County shall be acted upon by the County only when applied-for by the City based upon a majority vote of the City Council of the City of Keystone Heights, Florida.

3. Notification Provided to the City - The County shall, in writing, notify the City of each and every of the following:

A. Amendments - Any proposed amendments to the County's Comprehensive Plan, LDRs or Zoning Code that may directly or indirectly affect any property within the geographical boundaries of that portion of the Keystone Airpark located in Bradford County that are initiated by the County shall be disclosed to the City prior to the date set for the initial County Local Planning Agency public hearing to consider said Zoning Code or comprehensive Plan amendments.

B. Applications – Obstacle Hazards to Air Navigation - Any Application for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of the County that will have the effect of permitting the development or alteration of land or a structure (hereafter, "Application") for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.025, Florida Statutes, and/or Title 14, CFR, Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to the City within ten (10) calendar days of the filing of such Application.

C. Applications – Education Facilities Near Airports - Any Application for a public or private educational facility within any area starting at any end of any Airport runway, extending five (5) miles along the runway extended center line and having a width of one-half the length of the runway, as defined by Section 333.03(3), Florida Statutes, shall be disclosed to the City within ten (10) calendar days of the filing of such Application.

D. Applications – Staff Discretion - Any Application for development activity that could reasonably be expected to have an impact on the Airport shall be disclosed to the City within ten (10) calendar days of the filing of such Application. Applications expected to have an impact on the Airport include, but are not limited to, any Application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers the public health, safety or welfare, as described in Section 333.03(2) and (3), Florida Statutes; any Application subject to Florida Department of Transportation (hereafter, "FDOT") Aviation or FAA permits or findings; and any Application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility.

E. Correspondence - The County shall copy the City with all correspondence to and from FAA and FDOT Aviation relating to operation, maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the Airpark which could reasonably be expected to affect the interests of the City.

4. Notification Provided to the County - The City shall, in writing, provide the County with each and every of the following:

A. Correspondence to and from FAA and FDOT - The City shall copy the County with all correspondence to and from FAA and FDOT Aviation relating to operation, maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the Airport which could reasonably be expected to affect the interests of the County.

B. Complaints Received - The City shall, on a quarterly basis, provide to the County a summary of the types and numbers of complaints received from citizens regarding Airport operations or activities (including the operation of aircraft), and shall also provide a summary of the City responses thereto. Written documentation of the complaints and the City responses thereto shall be provided to the County, upon request.

C. Airport Master Plan and/or Airport Layout Plan - In order to assist the County in land use planning as related to areas of the County affected by Airport operations, the City shall review the Airport Master Plan and/or Airport Layout Plan at least once every five (5) years to determine whether updates or amendments are needed. The County shall be allowed input and involvement concerning any such

updates or amendments. The City shall provide the County with copies of all correspondence concerning the Airport Master Plan and/or Airport Layout Plan, and shall provide the County with copies of all Airport Master Plan and/or Airport Layout Plan update or amendment drafts, upon request. The City shall provide copies to the County of the final version of any proposed amendments or updates to the Airport Master Plan and/or Airport Layout Plan no later than thirty (30) calendar days prior to the date set for the initial City public hearing to consider such amendments or updates. The City shall notify the County within (30) calendar days of when application is made for federal funding sought as a result of updates or amendments to the Airport Master Plan and/or Airport Layout Plan.

D. Change in Use, Activities or Operations - The City shall provide written notice to the County of any changes in Airport use, activities or operations which may reasonably be expected to have a material impact on adjacent and nearby land uses. Such notice shall be in writing and provided at least thirty (30) calendar days before the change is implemented.

E. Decisions or Actions by Keystone Airpark Authority - The City shall provide written notices to the County of any decision or action taken by the Keystone Airpark Authority which may reasonably be expected to have a material impact on adjacent and nearby land uses. Such notice shall be in writing and shall be provided in no less than thirty (30) days from the date the decision is made or the action is taken.

5. FDOT Obstruction Permits Required - The Airport Zoning Regulations shall continue to require that no development order be issued by the County for the construction or alteration of structures dangerous to air navigation or for structures

governed by Title 14, CFR, Part 77 unless a permit has first been obtained from FDOT Aviation (or FDOT Aviation confirms that no such permit is required).

6. Enforcement of Agreement - Each party hereto may enforce this Agreement by any legal means whatsoever.

7. Recording and Filing - This Agreement, and all future amendments hereto, if any, shall be recorded in the Public Records of Bradford County and Clay County, Florida, and filed with the FDOT Aviation, pursuant to Section 333.03(5), Florida Statutes. The County shall file its respective Airport Zoning Regulations (and all future amendments thereto) and related variances decisions with the FDOT Aviation, pursuant to Section 333.03(5), Florida Statutes.

8. Amendment and Termination of Agreement - This Agreement may be amended from time to time, as deemed desirable or necessary, and shall be amended, to the extent required by law; and shall continue until lawfully terminated by either party upon ninety (90) written notice to the other party.

9. Governing Statutes - Chapter 333, Florida Statutes, Airport Zoning, and Title 14, CFR, Part 77, Objects Affecting Navigable Airspace, subparts A, B, and C shall be utilized to clarify ambiguities, if any, with regard to relevant aspects of the Agreement, including its scope, use, obstruction standards and definitions. Future amendments to Chapter 333 or Part 77 may also be utilized to clarify ambiguities with respect to the interpretation of this Agreement.

10. Sovereign Immunity - The parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the County's or City's rights and

immunities under the common law or Section 768.28, Florida Statutes, as might be amended from time to time.

11. Construction - 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 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 provision of this agreement.

12. Notice - Any official notice or correspondence, copy of correspondence, copy of Application, copy of Airport Master Plan and/or Airport Layout Plan amendment or update, copy of report, request for comment, or other written communication that is required by the terms of this Agreement by wither the City or the County shall be provided to the following:

To the County: Brad Carter, County Manager
Bradford County, Florida
Post Office Drawer B
Starke, Florida 32091

To the City: City Manager
City of Keystone Heights, Florida
Post Office Box 420
Keystone Heights, Florida 32656

13. Duration of Agreement - This agreement shall take effect immediately upon its execution by both parties and shall continue thereafter until terminated by one or both parties. Either party may terminate this agreement, without cause, with ninety (90) days written notice to the other party.

14. Revocation of Prior Agreements – All prior agreements between the parties to this agreement for purposes of regulating land use activities in the area of the

Keystone Airpark are hereby revoked. This agreement supersedes all agreements between the County, the City, and any other municipality in conflict herewith.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement in two (2) counterparts for the purposes herein expressed this 2nd day of ~~January~~ February 2009.

CITY OF KEYSTONE HEIGHTS

ATTEST: Karen Nelson

CITY COUNCIL
CITY OF KEYSTONE HEIGHTS, FLORIDA

CLERK, Karen Nelson

By: Frances Ricks
Frances Ricks

By: Mary Lou Hildreth
Mayor Mary Lou Hildreth

Dated this 16 day of January 2009.



Approved as to form and legal sufficiency:

Robert M. Bradley Jr.
ROBERT M. BRADLEY JR.

CITY ATTORNEY

BRADFORD COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

CLERK, Ray Norman

By: Ray Norman

By: Doyle Thomas
DOYLE THOMAS
CHAIRMAN

Dated this 2nd day of February 2009.

Approved as to form and legal sufficiency:

TERENCE M. BROWN
COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
AND
CITY OF KEYSTONE HEIGHTS, FLORIDA

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____ by and between the BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 945 N. Temple Avenue, Starke, Florida 32091, and the CITY OF KEYSTONE HEIGHTS, FLORIDA, a Florida municipal corporation, whose address is 555 S. Lawrence Boulevard, Keystone Heights, Florida 32656.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to enter into interlocal agreements providing for the joint exercise of any power, privilege or authority which the public agencies involved share in common and which each might exercise separately; and

WHEREAS, there exists in northeast Florida a small, rural airport called the "Keystone Airpark;" and

WHEREAS, the Keystone Airpark exists on property which is owned by the City of Keystone Heights, Florida; and

WHEREAS, a portion of the Keystone Airpark property which is owned by the City of Keystone Heights, Florida lies within Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida have a longstanding, positive relationship with regard to the regulation of the Keystone Airpark property and the airport operations which take place thereupon; and

WHEREAS, Section 333.03(1)(b), *Florida Statutes*, requires the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida to either (1) enter into an interlocal agreement in accordance with Section 333.03(1)(b)(1), *Florida Statutes*; or (2) by ordinance or resolution create a joint airport zoning board pursuant to Section 333.03(1)(b)(2), *Florida Statutes*; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida have previously determined that the requirements of Section 333.03(1)(b) can best be complied with by entry into an interlocal agreement; and

WHEREAS, in or about February of 2009, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida entered into an interlocal agreement which specifically outlines the terms and conditions of their relationship with respect to the Keystone Airpark property and the airport operations which take place thereupon; and

WHEREAS, in the greater than eight years since that interlocal agreement was entered into, the circumstances underlying the relationship between the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights vis-à-vis the development of the Keystone Airpark property and the airport operations which take place thereupon have changed such that the parties now desire to revise that interlocal agreement; and

WHEREAS, in the greater than eight years since that interlocal agreement was entered into, representatives of the Keystone Airpark Authority have indicated to the Board of County Commissioners of Bradford County, Florida that future economic development at the Keystone Airpark is limited by a lack of significant broadband internet access for commercial operations at the Keystone Airpark; and

WHEREAS, in or about the summer of 2017, it came to the attention of the Board of County Commissioners of Bradford County, Florida, through its membership in the North Florida Economic

Development Partnership, that certain grant funds were available for infrastructure projects related to job growth and economic development; and

WHEREAS, this funding resource was approved by the Florida Legislature and is codified at Section 288.101, Florida Statutes, as the "Florida Job Growth Grant Fund" which is administered by the State of Florida, Department of Economic Opportunity and Enterprise Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida has engaged with representatives of the City of Keystone Heights, Florida and the Keystone Airpark Authority for the purpose of designing a proposal to obtain said grant funds with a goal of developing improved broadband utilities and infrastructure at the Keystone Airpark in Bradford County, Florida; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Keystone Heights, Florida desire to amend their previous interlocal agreement to better outline their relationship with respect to the Florida Job Growth Grant Fund application and the projects which may ensue following a successful grant application; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into this revised interlocal agreement with the City of Keystone Heights, Florida, for the purpose of outlining their relationship as it pertains to (1) future land use and zoning matters at the Keystone Airpark; and (2) the development of utility and infrastructure projects related to economic development grant funds which are potentially available from the State of Florida, is in the best interest of Bradford County, Florida and its citizens.

WHEREAS, the City Commission of the City of Keystone Heights, Florida finds that entry into this revised interlocal agreement with the Board of County Commissioners of Bradford County, Florida, for the purpose of outlining their relationship as it pertains to (1) future land use and zoning matters at the Keystone Airpark; and (2) the development of utility and infrastructure projects related

to economic development grant funds which are potentially available from the State of Florida is in the best interest of the City of Keystone Heights, Florida and its citizens.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, the sufficiency of said consideration being specifically acknowledged by the parties hereto, the BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, hereinafter referred to as "BRADFORD," and the CITY OF KEYSTONE HEIGHTS, FLORIDA, hereinafter referred to as "KEYSTONE," hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

BRADFORD and KEYSTONE specifically adopt the above-referenced recitals and incorporate them herein as part and parcel of this interlocal agreement.

Section 2. Purpose and Authority for Agreement.

A. This interlocal agreement is entered into for the purpose of arranging the relationship between BRADFORD and KEYSTONE with respect to both (1) the airport land use and zoning requirements of Section 333, *Florida Statutes*; and (2) the development, installation and long-term maintenance of certain grant-funded utility and infrastructure improvements;

B. This interlocal agreement is entered into pursuant to the authority granted to BRADFORD and KEYSTONE by Section 163.01, *Florida Statutes*;

C. This interlocal agreement is further entered into pursuant to the authority granted to BRADFORD and KEYSTONE by Chapter 125, *Florida Statutes*, and Chapter 166, *Florida Statutes*, respectively;

D. This interlocal agreement is further entered into pursuant to the requirements and authority provided for in Chapter 333, *Florida Statutes*; and

E. Finally, this interlocal agreement is entered into so as to permit BRADFORD to make an application to the State of Florida, Department of Economic Opportunity, for public infrastructure grant funds administered in accordance with Section 288.101, *Florida Statutes*.

Section 3. Maintenance and Enforcement of Zoning Regulations.

A. All land use, zoning and development activities within the geographical boundaries of that portion of the Keystone Airpark located in Bradford County shall be subject to BRADFORD's Comprehensive Plan, Land Development Regulations and Zoning Code.

B. BRADFORD shall enforce BRADFORD's Land Development Regulations and Zoning Code regarding portion of the Keystone Airpark located in Bradford County as they now exist pursuant to BRADFORD's Land Development Regulations and as they may be hereafter amended or established from time to time.

Section 4. Application(s) by City of Keystone Heights.

Any proposed amendments to BRADFORD's Comprehensive Plan, Land Development Regulations or Zoning Code that may directly or indirectly affect land use, zoning and development activities within the geographic boundaries of that portion of the Keystone Airpark located in Bradford County shall be acted upon by BRADFORD only based upon an application submitted by KEYSTONE and based upon a majority vote of the City Council of KEYSTONE.

Section 5. Required Notification(s) by Board of County Commissioners.

A. Amendments to Comprehensive Plan and/or Land Development Regulations.

BRADFORD shall provide written notice to KEYSTONE of any and all proposed amendment(s) to BRADFORD's Comprehensive Plan, Land Development Regulations and/or Zoning Code which may directly or indirectly affect any property within the geographical boundaries of that portion of the Keystone Airpark located in Bradford County which are initiated by BRADFORD shall be disclosed to KEYSTONE prior to the date set for the initial public hearing by

BRADFORD's Local Planning Agency, Planning and Zoning Board and/or Board of Adjustment to consider said proposed amendment(s).

B. Applications for Obstacle Hazards to Air Navigation.

BRADFORD shall provide written notice to KEYSTONE of any and all application(s) for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of BRADFORD that will have the effect of permitting the development or alteration of land or a structure for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.025, *Florida Statutes*, and/or Title 14, *Code of Federal Regulations*, Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to KEYSTONE within ten (10) calendar days of the filing of any such application.

C. Applications for Educational Facilities near the Keystone Airpark.

BRADFORD shall provide written notice to KEYSTONE of any and all application(s) for a public or private educational facility within any area starting at any end of any airport runway, extending five (5) miles along the runway extended center line and having a width of one-half the length of the runway, as defined by Section 333.03(3), *Florida Statutes*, and shall make said notice to KEYSTONE within ten (10) calendar days of the filing of any such application.

D. Applications which may be Acted upon through Staff Discretion.

BRADFORD shall provide written notice to KEYSTONE of any and all application(s) for development activity that could reasonably be expected to have an impact on the airport within ten (10) calendar days of the filing of such application. Applications expected to have an impact on the airport include, but are not limited to, any application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers the public health,

safety or welfare, as described in Section 333.03(2) and (3), *Florida Statutes*; any application subject to State of Florida, Department of Transportation, Aviation and Spaceports Office and/or United States of America, Federal Aviation Administration permits or findings; and any application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility.

E. Correspondence Relevant to the Keystone Airpark.

BRADFORD shall promptly provide KEYSTONE with copies of all correspondence to and from the State of Florida, Department of Transportation, Aviation and Spaceports Office and/or United States of America, Federal Aviation Administration relating to operation, maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the airpark which could reasonably be expected to affect the interests of KEYSTONE.

Section 6. Required Notifications by City of Keystone Heights.

A. Correspondence to and from the Florida Department of Transportation and the Federal Aviation Administration.

KEYSTONE shall promptly provide BRADFORD with copies of all correspondence to and from the State of Florida, Department of Transportation, Aviation and Spaceports Office and/or United States of America, Federal Aviation Administration relating to operation, maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the airpark which could reasonably be expected to affect the interests of BRADFORD.

B. Complaints Received by City of Keystone Heights, Florida.

KEYSTONE shall, on a quarterly basis, or upon a specific request by BRADFORD, provide to BRADFORD a summary of the types and numbers of complaints received from citizens regarding airport operations or activities, including the operation of aircraft, and shall also provide a summary of KEYSTONE's responses thereto.

C. Airport Master Plan and/or Airport Layout Plan.

- i. In order to assist BRADFORD in land use planning as related to areas of Bradford County affected by airport operations, KEYSTONE shall review the Airport Master Plan and/or Airport Layout Plan at least once every five (5) years to determine whether updates or amendments are needed.
- ii. BRADFORD shall be allowed input and involvement concerning any such updates or amendments. KEYSTONE shall provide BRADFORD with copies of all correspondence concerning the Airport Master Plan and/or Airport Layout Plan, and shall provide BRADFORD with copies of all Airport Master Plan and/or Airport Layout Plan update or amendment drafts, upon request.
- iii. KEYSTONE shall provide copies to BRADFORD of the final version of any proposed amendments or updates to the Airport Master Plan and/or Airport Layout Plan no later than thirty (30) calendar days prior to the date set for the initial KEYSTONE public hearing to consider such amendments or updates.
- iv. KEYSTONE shall notify BRADFORD within (30) calendar days of when application is made for federal funding sought as a result of updates or amendments to the Airport Master Plan and/or Airport Layout Plan.

D. Change in Use, Activities or Operations on Airport Property.

KEYSTONE shall provide written notice to BRADFORD, not less than thirty (30) calendar days prior to the implementation of any change, of any changes in airport use, activities or operations which may reasonably be expected to have a material impact on adjacent and nearby land uses.

E. Decisions or Actions by the Keystone Airpark Authority.

KEYSTONE shall provide written notice to BRADFORD, not greater than thirty (30) calendar days from the date of any decision or action, of any decision or action taken by the Keystone

Airpark Authority which may reasonably be expected to have a material impact on adjacent and nearby land uses.

Section 7. Requirement of Florida Department of Transportation Obstruction Permits.

All airport zoning regulations shall require that no development order be issued by BRADFORD for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, Code of Federal Regulations, Part 77, unless a permit has first been obtained from the State of Florida, Department of Transportation, Aviation and Spaceports Office, or following certification by the same that no such permit is required.

Section 8. Application for Florida Job Growth Grant Funds.

In or about July of 2017 and pursuant to Section 288.01, *Florida Statutes*, the opportunity to obtain funding for a public infrastructure project from the State of Florida, Department of Economic Opportunity and Enterprise Florida became available to BRADFORD through the Florida Job Growth Grant Fund and through the cooperative efforts of BRADFORD, KEYSTONE, the Keystone Airpark Authority and the North Florida Economic Development Partnership, BRADFORD has applied for said grant funds, a copy of said grant application is attached hereto and incorporated herein by reference.

Section 9. Authority for Use of Florida Job Growth Grant Funds.

In the event that funding is awarded to BRADFORD in connection with the Florida Job Growth Grant described above and herein, KEYSTONE shall allow BRADFORD to utilize said funding for the purpose of designing, planning, developing, constructing and installing certain utility and infrastructure projects on that portion of the Keystone Airpark located in Bradford County and shall further provide BRADFORD any and all necessary assistance with respect to BRADFORD's utilization of said funds for that purpose.

Section 10. Use of Florida Job Growth Grant Funds.

In the event that funding is awarded to BRADFORD in connection with the Florida Job Growth Grant described above and herein, BRADFORD shall utilize said funding for the purpose of designing, planning, developing, constructing and installing certain utility and infrastructure projects on that portion of the Keystone Airpark located in Bradford County.

Section 11. Ownership of Grant Funded Utilities and Infrastructure.

In the event that funding is awarded to BRADFORD in connection with the Florida Job Growth Grant described above and herein, and further in the event that BRADFORD utilizes said funding for the purpose of designing, planning, developing, constructing and installing certain utility and infrastructure projects on that portion of the Keystone Airpark located in Bradford County, BRADFORD shall retain full and complete ownership of all utilities and infrastructure developed by BRADFORD with the funds obtained through the Florida Job Growth Grant.

Section 12. Operation and Maintenance of Grant Funded Utilities and Infrastructure.

In the event that funding is awarded to BRADFORD in connection with the Florida Job Growth Grant described above and herein, and further in the event that BRADFORD utilizes said funding for the purpose of designing, planning, developing, constructing and installing certain utility and infrastructure projects on that portion of the Keystone Airpark located in Bradford County, BRADFORD shall be responsible for the ongoing care, repair and maintenance of and to said utilities and infrastructure and shall so care for, repair and maintain said utilities and infrastructure in proper, working order at BRADFORD's sole cost and expense.

Section 13. Preservation of Sovereign Immunity.

BRADFORD and KEYSTONE agree that nothing contained herein is intended to, nor shall be construed as, a waiver of BRADFORD's nor KEYSTONE's rights and immunities under the common law or Section 768.28, *Florida Statutes*, as, from time-to-time, amended.

Section 14. Notice to the Parties.

Any official notice or correspondence, copy of correspondence, copy of Application, copy of Airport Master Plan and/or Airport Layout Plan amendment or update, copy of report, request for comment, or other written communication that is required by the terms of this Agreement by either the City or the County shall be provided to the following:

Notice to BRADFORD: County Manager
 Post Office Drawer B
 Starke, Florida 32091; and

Notice to KEYSTONE: City Manager
 Post Office Box 420
 Keystone Heights, Florida 32656.

Section 15. Duration of Agreement.

This agreement shall remain in full force and effect until such time as it is terminated by either BRADFORD or KEYSTONE.

Section 16. Termination of Agreement.

BRADFORD or KEYSTONE may terminate this agreement, with or without cause for so doing, by providing the other party with notice of their intent to do, provided that said notice shall be submitted in writing and not less than ninety (90) days prior to termination of the agreement.

Section 17. Amendments to Agreement.

This interlocal agreement may be amended from time to time, as deemed desirable or necessary by the parties, provided that any and all amendments to this agreement shall be made in writing and shall be approved by both BRADFORD and KEYSTONE.

Section 18. Revocation of Prior Agreements.

A. All prior agreements between BRADFORD and KEYSTONE for the purposes of regulating the Keystone Airpark property and the airport operations which take place thereupon,

including but not necessarily limited to land use and zoning activities on the Keystone Airpark property, are hereby revoked.

B. This interlocal agreement shall supersede any and all other agreements between BRADFORD and KEYSTONE to the extent of any conflict between said agreements which may exist.

Section 19. Construction and Interpretation of Agreement Provisions.

A. BRADFORD and KEYSTONE have participated jointly in the negotiation, development and preparation of this interlocal agreement.

B. In the event of any ambiguity or question of intent or interpretation, this agreement shall be construed as if drafted jointly by both BRADFORD and KEYSTONE and no presumption or burden of proof shall arise favoring or disfavoring either BRADFORD or KEYSTONE by virtue of the authorship of any provision of this agreement.

Section 20. Governing Statutes and Regulations for Agreement.

A. This interlocal agreement is adopted for the purposes and under the authority provided in Section 1 above;

B. Chapter 333, *Florida Statutes*, and Title 14, *Code of Federal Regulations*, Part 77, Objects Affecting Navigable Airspace, Subparts A, B and C, shall be utilized for the purpose of clarifying any ambiguities with regard to any relevant aspects of this interlocal agreement, including but not necessarily limited to its scope, use, obstruction standards and the definition of terms; and

C. Any future amendment(s) to Chapter 333, *Florida Statutes*, and Title 14, *Code of Federal Regulations*, Part 77, may also be utilized to clarify ambiguities with respect to the interpretation of this interlocal agreement.

Section 21. Enforcement of Agreement.

BRADFORD and KEYSTONE may enforce this interlocal agreement through any legal means they deem to be appropriate under the facts and circumstances.

Section 22. Recording and Filing of Agreement.

A. This interlocal agreement and any future amendments to this interlocal agreement shall be recorded in the official, public records of Bradford County, Florida, the City of Keystone Heights, Florida and Clay County, Florida.

B. This interlocal agreement and any future amendments to this interlocal agreement shall be provided to and filed with the State of Florida, Department of Transportation, Aviation and Spaceports Office and as otherwise required by Section 333.03, *Florida Statutes*.

C. BRADFORD shall file its respective airport zoning regulations and any future amendments to said regulations with the State of Florida, Department of Transportation, Aviation and Spaceports Office and as otherwise required by Section 333.03, *Florida Statutes*.

Section 23. Effective Date of Agreement.

This agreement shall be effective immediately upon approval of and entry by both BRADFORD and KEYSTONE.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, made and executed this agreement in two (2) counterparts for the purposes expressed herein:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: DANIEL RIDDICK, as its
Chairman

DATE

ATTEST:

By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: WILLIAM E. SEXTON, as
Bradford County Attorney

The remainder of this page intentionally left blank.

IN FURTHER WITNESS WHEREOF, the parties hereto have set their hands and seals,
made and executed this agreement in two (2) counterparts for the purposes expressed herein:

CITY OF KEYSTONE HEIGHTS, FLORIDA

By: TONY BROWN, as its
Mayor

DATE

ATTEST:

By: LYNN RUTKOWSKI, as
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICHARD KOMANDO, as
City Attorney

The remainder of this page intentionally left blank.

Attachment: Page 2, Section 1-B “Infrastructure Location”

- Map #1 - Airport
- Map #2 – Road Improvement
- Map #3 – Fiber Conduit Improvement
- Map #4 – Future Land Use Map

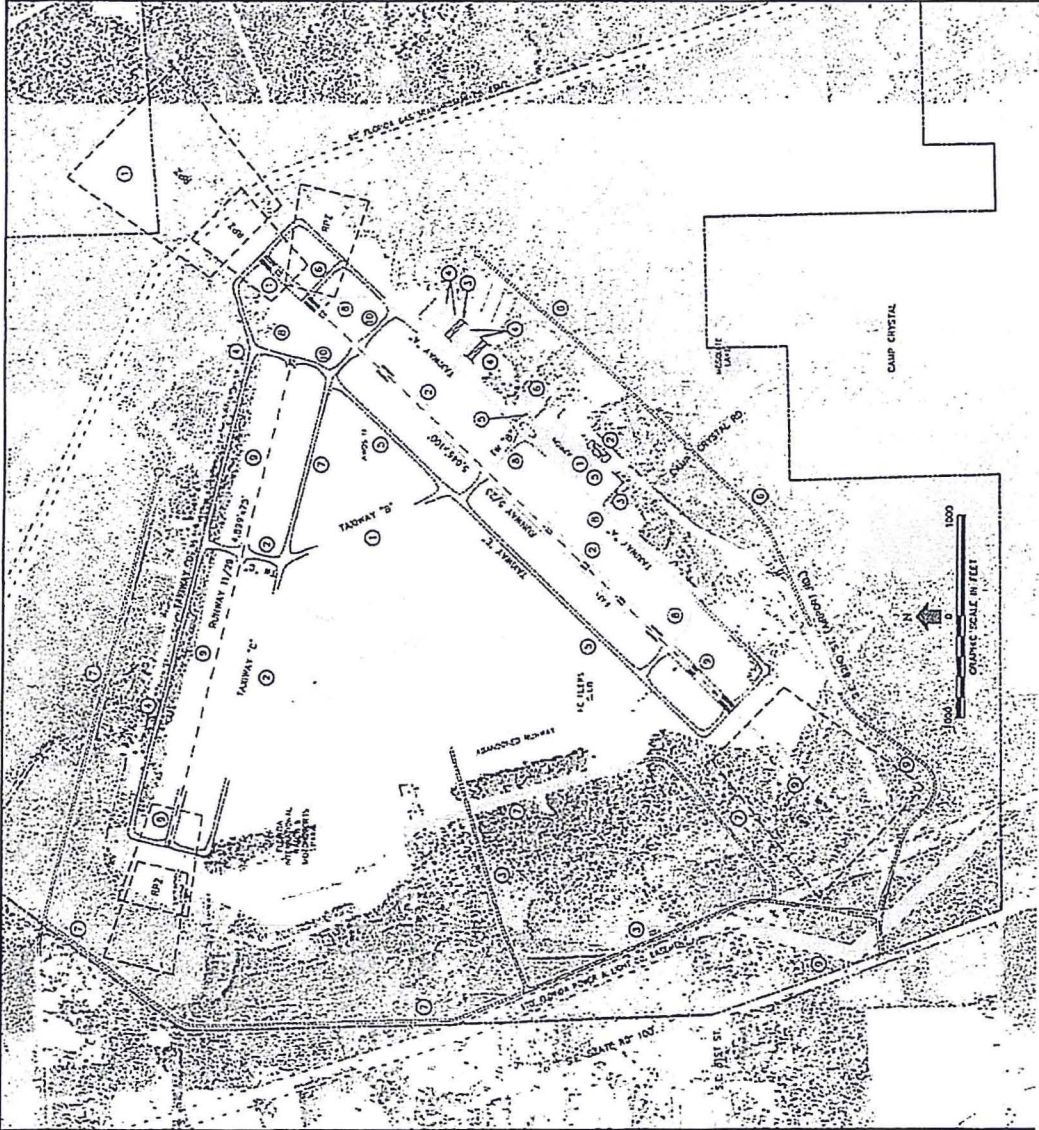
PROJECT LOCATIONS MAP

FIGURE
5-8

SHORT-TERM (0-5 YEARS) PROJECTS	
PROJECT NO.	2015 PROJECTS
1	REINSTATE EXISTING TAXIWAY 3
2	CONSTRUCT NEW TERMINAL BUILDING
3	CONSTRUCT 10-UNIT 1-HANGAR BUILDING
4	REINSTATE EXISTING FINANCIAL BUILDING
5	CONSTRUCT NEW AIRPORT CONNECTOR AND FEDERAL SELF-STORE FUEL FACILITY
6	CONSTRUCT 10-UNIT 1-HANGAR BUILDING (10-1A HANGAR)
7	RELOCATE EXISTING TAXIWAY 3 AND TAXIWAY 4 TO CONSIDER CONSTRUCTION OF NEW TAXIWAY 3 AND TAXIWAY 4
8	CONSTRUCT NEW TAXIWAY 3 AND TAXIWAY 4
9	CONSTRUCT NEW TAXIWAY 3 AND TAXIWAY 4
10	CONSTRUCT NEW TAXIWAY 3 AND TAXIWAY 4

INTERMEDIATE-TERM (6-10 YEARS) PROJECTS	
PROJECT NO.	2020 PROJECTS
1	REINSTATE TAXIWAY "B" (CONSTRUCTION)
2	REINSTATE TAXIWAY "C" (CONSTRUCTION)
3	RELOCATE TAXIWAY "C" (CONSTRUCTION)
4	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
5	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
6	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
7	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
8	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
9	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
10	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)

LONG-TERM (11-20 YEARS) PROJECTS	
PROJECT NO.	(X) AIRFIELD IMPROVEMENTS
1	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
2	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
3	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
4	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
5	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
6	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
7	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
8	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
9	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)
10	CONSTRUCT NEW TAXIWAY "C" (CONSTRUCTION)

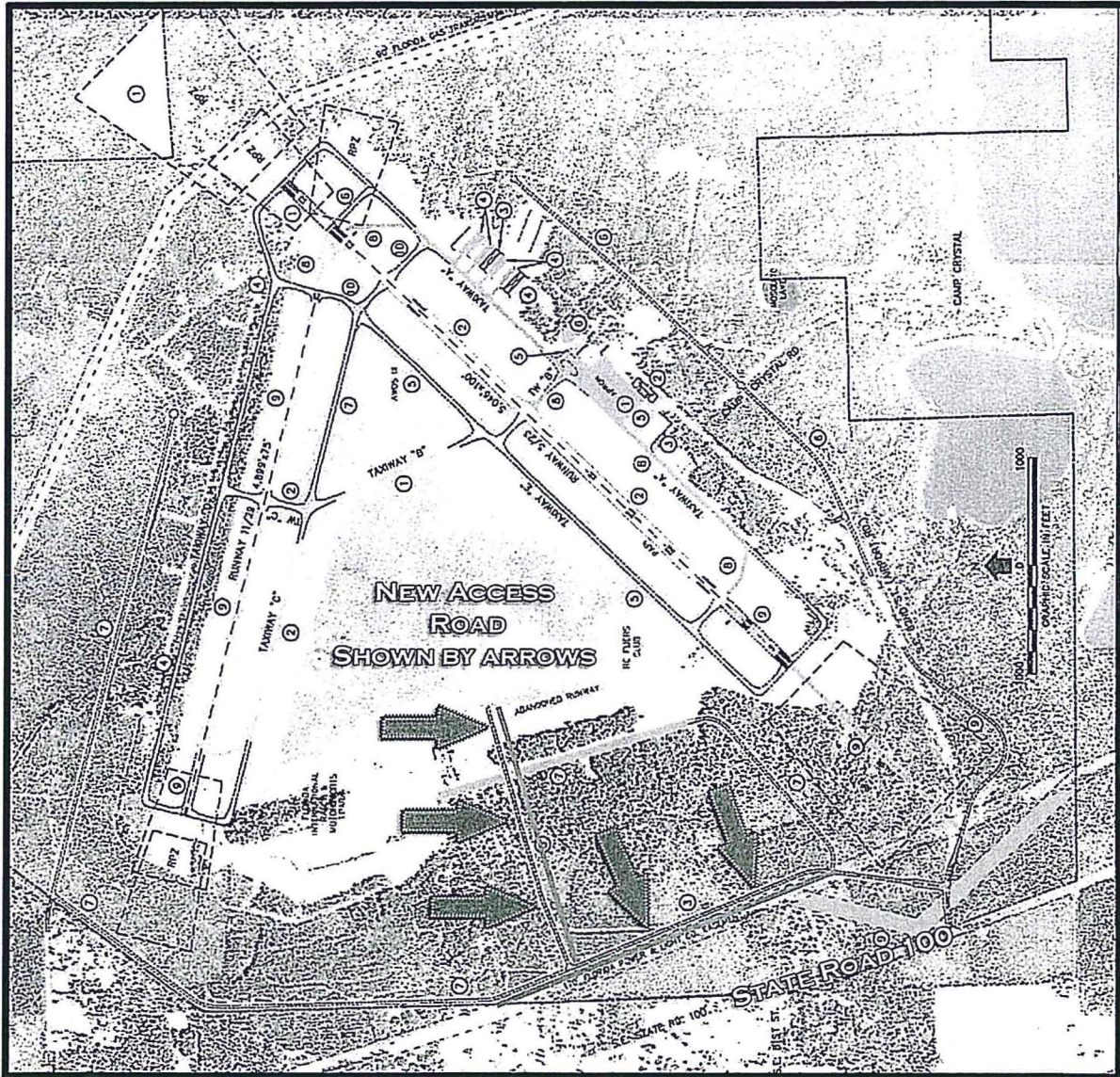


MAP 1

Bradford County Grant

Map Insert #2

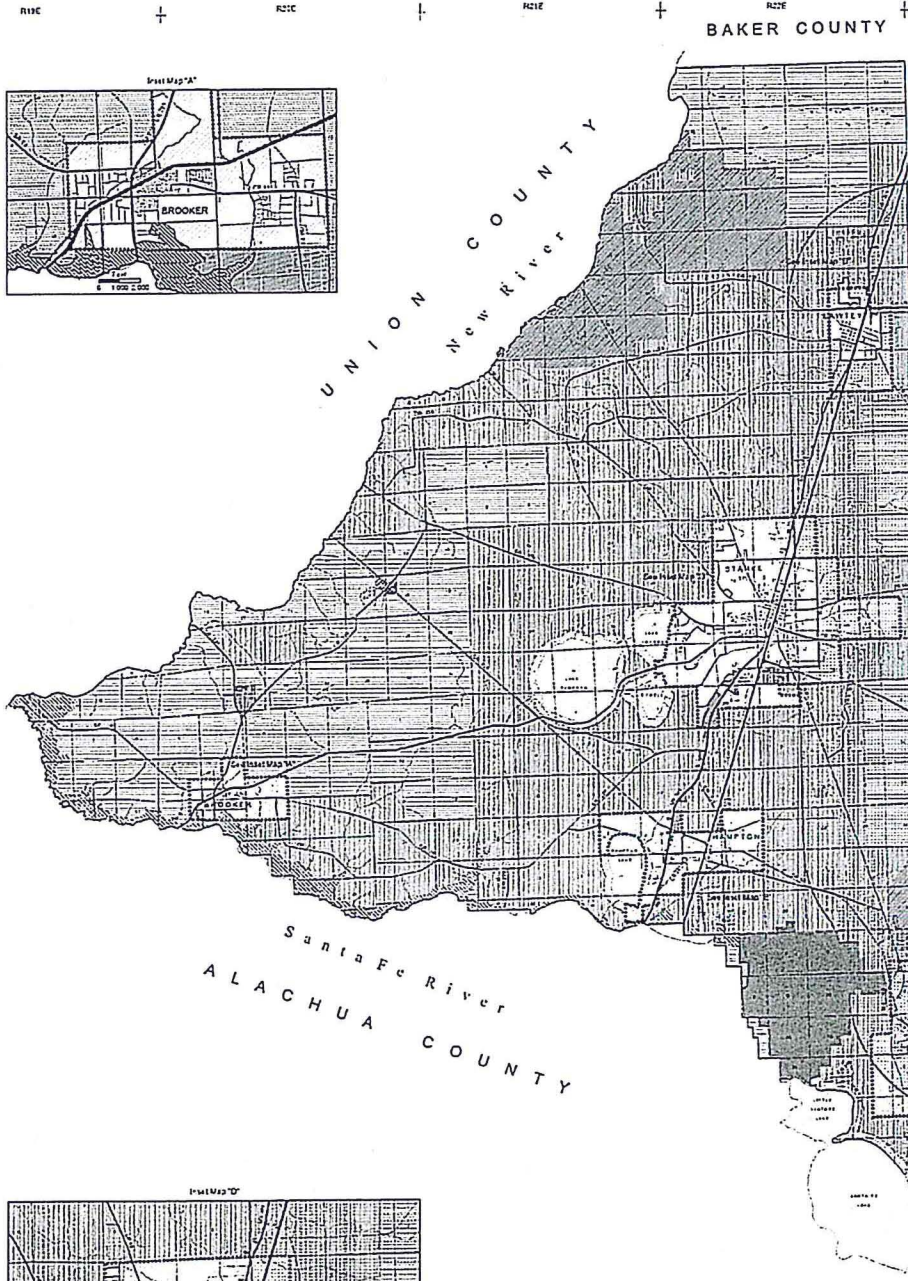
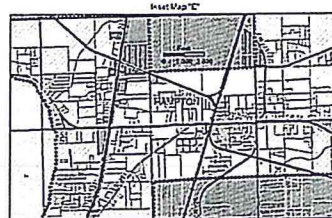
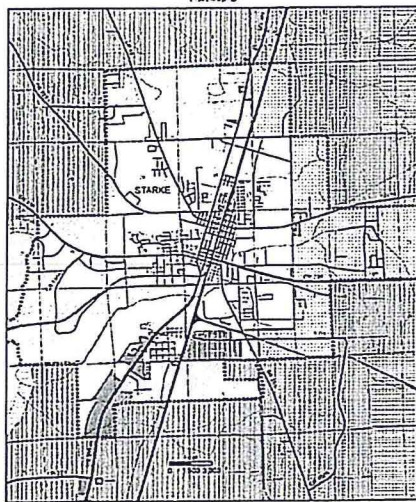
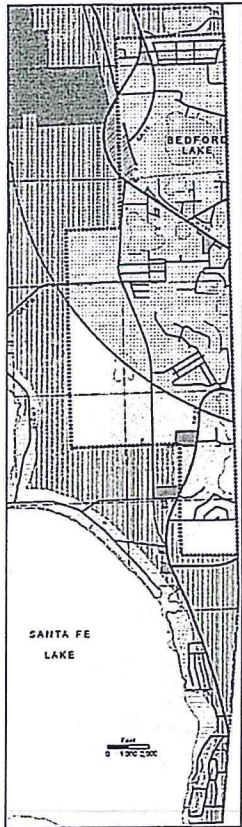
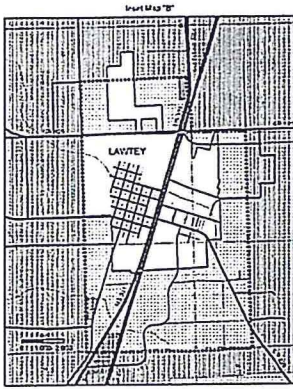
Depicting the proposed the "New Airport West Side Access Road" and installation of Broadband conduit. Red arrows and a purple line marking proposed Phase II of the new access road as well as Broadband conduit which will run adjacent to the road.



MAP 2

Bradford County

Future Land Use Plan Map 2021



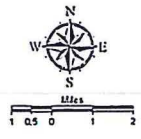
FUTURE LAND USE PLAN MAP CLASSIFICATIONS

- Commercial
- Medium Density Residential
- Single-Family Residential
- Community Center Area - 1/2 A. per 40 structures
- Community Center Area - 2/3 A. per 12 structures
- Community Center Area - 1/2 A. per 13 structures
- Community Center Area - 2/3 A. per 15 structures
- Community Center Area - 1/2 A. per 16 structures
- Community Center Area - 2/3 A. per 18 structures
- Community Center Area - 1/2 A. per 20 structures
- Community Center Area - 2/3 A. per 25 structures
- Community Center Area - 1/2 A. per 30 structures
- Community Center Area - 2/3 A. per 35 structures
- Community Center Area - 1/2 A. per 40 structures
- Community Center Area - 2/3 A. per 45 structures
- Community Center Area - 1/2 A. per 50 structures
- Community Center Area - 2/3 A. per 55 structures
- Community Center Area - 1/2 A. per 60 structures
- Community Center Area - 2/3 A. per 65 structures
- Community Center Area - 1/2 A. per 70 structures
- Community Center Area - 2/3 A. per 75 structures
- Community Center Area - 1/2 A. per 80 structures
- Community Center Area - 2/3 A. per 85 structures
- Community Center Area - 1/2 A. per 90 structures
- Community Center Area - 2/3 A. per 95 structures
- Community Center Area - 1/2 A. per 100 structures
- Community Center Area - 2/3 A. per 105 structures
- Community Center Area - 1/2 A. per 110 structures
- Community Center Area - 2/3 A. per 115 structures
- Community Center Area - 1/2 A. per 120 structures
- Community Center Area - 2/3 A. per 125 structures
- Community Center Area - 1/2 A. per 130 structures
- Community Center Area - 2/3 A. per 135 structures
- Community Center Area - 1/2 A. per 140 structures
- Community Center Area - 2/3 A. per 145 structures
- Community Center Area - 1/2 A. per 150 structures
- Community Center Area - 2/3 A. per 155 structures
- Community Center Area - 1/2 A. per 160 structures
- Community Center Area - 2/3 A. per 165 structures
- Community Center Area - 1/2 A. per 170 structures
- Community Center Area - 2/3 A. per 175 structures
- Community Center Area - 1/2 A. per 180 structures
- Community Center Area - 2/3 A. per 185 structures
- Community Center Area - 1/2 A. per 190 structures
- Community Center Area - 2/3 A. per 195 structures
- Community Center Area - 1/2 A. per 200 structures
- Community Center Area - 2/3 A. per 205 structures
- Community Center Area - 1/2 A. per 210 structures
- Community Center Area - 2/3 A. per 215 structures
- Community Center Area - 1/2 A. per 220 structures
- Community Center Area - 2/3 A. per 225 structures
- Community Center Area - 1/2 A. per 230 structures
- Community Center Area - 2/3 A. per 235 structures
- Community Center Area - 1/2 A. per 240 structures
- Community Center Area - 2/3 A. per 245 structures
- Community Center Area - 1/2 A. per 250 structures
- Community Center Area - 2/3 A. per 255 structures
- Community Center Area - 1/2 A. per 260 structures
- Community Center Area - 2/3 A. per 265 structures
- Community Center Area - 1/2 A. per 270 structures
- Community Center Area - 2/3 A. per 275 structures
- Community Center Area - 1/2 A. per 280 structures
- Community Center Area - 2/3 A. per 285 structures
- Community Center Area - 1/2 A. per 290 structures
- Community Center Area - 2/3 A. per 295 structures
- Community Center Area - 1/2 A. per 300 structures
- Community Center Area - 2/3 A. per 305 structures
- Community Center Area - 1/2 A. per 310 structures
- Community Center Area - 2/3 A. per 315 structures
- Community Center Area - 1/2 A. per 320 structures
- Community Center Area - 2/3 A. per 325 structures
- Community Center Area - 1/2 A. per 330 structures
- Community Center Area - 2/3 A. per 335 structures
- Community Center Area - 1/2 A. per 340 structures
- Community Center Area - 2/3 A. per 345 structures
- Community Center Area - 1/2 A. per 350 structures
- Community Center Area - 2/3 A. per 355 structures
- Community Center Area - 1/2 A. per 360 structures
- Community Center Area - 2/3 A. per 365 structures
- Community Center Area - 1/2 A. per 370 structures
- Community Center Area - 2/3 A. per 375 structures
- Community Center Area - 1/2 A. per 380 structures
- Community Center Area - 2/3 A. per 385 structures
- Community Center Area - 1/2 A. per 390 structures
- Community Center Area - 2/3 A. per 395 structures
- Community Center Area - 1/2 A. per 400 structures
- Community Center Area - 2/3 A. per 405 structures
- Community Center Area - 1/2 A. per 410 structures
- Community Center Area - 2/3 A. per 415 structures
- Community Center Area - 1/2 A. per 420 structures
- Community Center Area - 2/3 A. per 425 structures
- Community Center Area - 1/2 A. per 430 structures
- Community Center Area - 2/3 A. per 435 structures
- Community Center Area - 1/2 A. per 440 structures
- Community Center Area - 2/3 A. per 445 structures
- Community Center Area - 1/2 A. per 450 structures
- Community Center Area - 2/3 A. per 455 structures
- Community Center Area - 1/2 A. per 460 structures
- Community Center Area - 2/3 A. per 465 structures
- Community Center Area - 1/2 A. per 470 structures
- Community Center Area - 2/3 A. per 475 structures
- Community Center Area - 1/2 A. per 480 structures
- Community Center Area - 2/3 A. per 485 structures
- Community Center Area - 1/2 A. per 490 structures
- Community Center Area - 2/3 A. per 495 structures
- Community Center Area - 1/2 A. per 500 structures

OTHER MAP FEATURES

- County Boundary
- Interstate
- State Road
- County Road
- Camp Leake and Moring Zone
- Lake
- Rail or Stream

1. Local Ordinance No. 122 of the County's Comprehensive Plan.
 2. Ordinance unless noted by name in this and same section and printed up to 25 cents per line.
 www.bradfordcountyfl.com

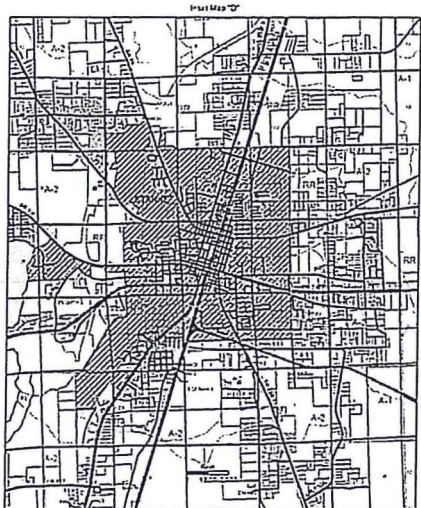
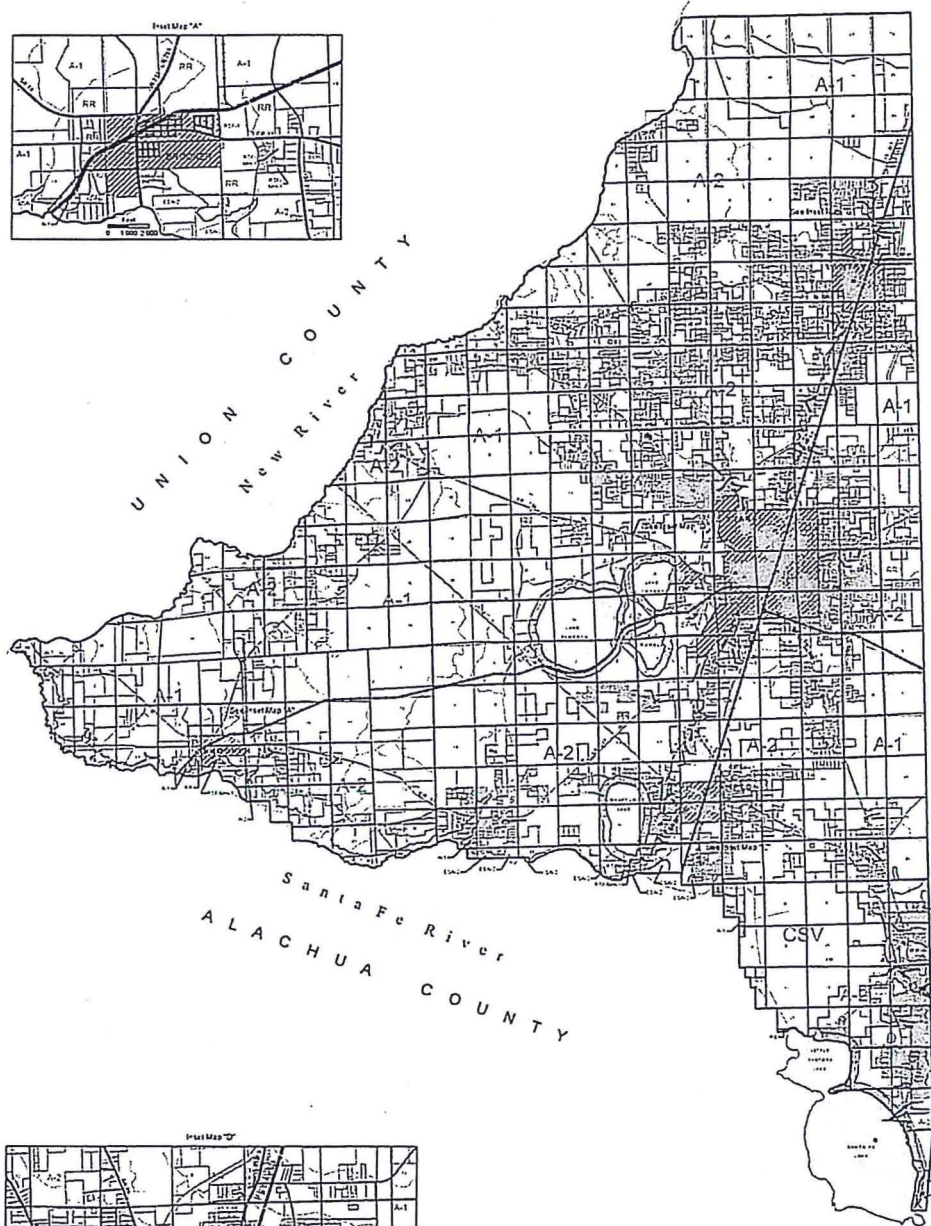
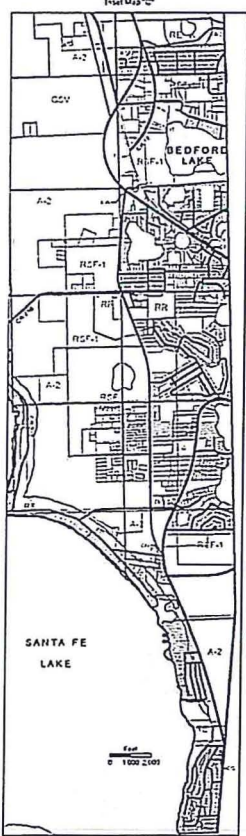
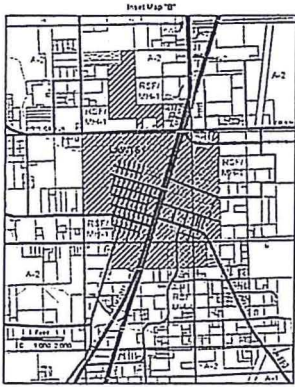
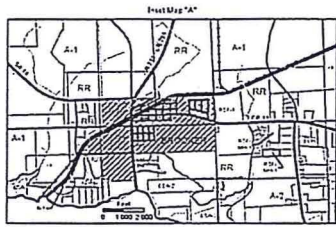


Bradford County

Official Zoning Atlas

R21E + R22E + R23E + R24E +

BAKER COUNTY

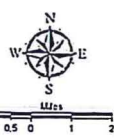


115 +
115 +
115 +
115 +
115 +
115 +
115 +
115 +

CLAY COUNTY

Santa Fe River
ALACHUA COUNTY

UNION COUNTY
New River



- Legend**
- Zoning District
 - County Boundary
 - Incorporated Area
 - Lake
 - Road or Stream
 - Railroad
- RR - Residential Rural
 A-1 - Single-Family Detached
 A-2 - Single-Family Detached
 CSV - Community Service Village
 RR - Railroad
 L - Lake
 S - Stream
 R - Road

Map Notes:

1. This map is based on the 1990 Census of Population and Housing, Census of the United States and Puerto Rico, 1990, Series PHC-80-1-A, U.S. Department of Commerce, Bureau of Economic Analysis, Washington, D.C., 1992.
2. The population of Bradford County in 1990 was 10,100.
3. The population of Bradford County in 1980 was 9,500.
4. The population of Bradford County in 1970 was 8,500.
5. The population of Bradford County in 1960 was 7,500.
6. The population of Bradford County in 1950 was 6,500.
7. The population of Bradford County in 1940 was 5,500.
8. The population of Bradford County in 1930 was 4,500.
9. The population of Bradford County in 1920 was 3,500.
10. The population of Bradford County in 1910 was 2,500.
11. The population of Bradford County in 1900 was 1,500.
12. The population of Bradford County in 1890 was 1,000.
13. The population of Bradford County in 1880 was 800.
14. The population of Bradford County in 1870 was 600.
15. The population of Bradford County in 1860 was 400.
16. The population of Bradford County in 1850 was 300.
17. The population of Bradford County in 1840 was 200.
18. The population of Bradford County in 1830 was 100.
19. The population of Bradford County in 1820 was 50.
20. The population of Bradford County in 1810 was 25.
21. The population of Bradford County in 1800 was 10.
22. The population of Bradford County in 1790 was 5.
23. The population of Bradford County in 1780 was 2.
24. The population of Bradford County in 1770 was 1.
25. The population of Bradford County in 1760 was 0.



G. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:

- Economic recovery in specific regions of the state;
- Economic diversification; or
- Economic enhancement of a Targeted Industry ([View Florida's Targeted Industries here](#)).
 - o Describe how the project will promote specific job growth. Include the number of jobs that will be retained or created, and in which industry(ies) the new net jobs will be created using the North American Industry Classification System ([NAICS](#)) codes. Where applicable, you may list specific businesses that will retain or create jobs or make capital investment.
 - o Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

Please see Attachment: "Application Page 3 - G, Economic Benefits and NAICS"

2. Additional Information:

(If additional space is needed, attach a word document with your entire answer.)

A. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

Please see Attachment: "Page 3, Section 2-A "Commencement Date & Days to Complete"

B. What permits are necessary for the public infrastructure project?

Please see Attachment: "Page 3, Section 2-B "Permits Required"

Attachment: Page 3, Section 1-G, "Economic Benefits and NAICS"

G. Provide a detailed description of, and quantitative evidence demonstrating how the proposed public infrastructure project will promote:

- **Economic recovery in specific regions of the state;**
 - **Economic diversification; or**
 - **Economic enhancement of a Targeted Industry (View Florida's Targeted Industries here)**
-
- **Describe how the project will promote specific job growth. Include a description of the number of jobs that will be retained or created, and in which industry(ies) the new net jobs will be created using the North American Industry Classification System (NAICS) codes. Where applicable you may list specific businesses that will retain or create jobs or make capital investment.**

 - **Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.**

Keystone Heights Airpark (KHA), one of Bradford County's greatest assets, has no less than three growing businesses with successful records which will be listed in greater detail below. But first we need to address the diversification aspect of this project. KHA has been diligently making infrastructure improvements for years. Even during the recession, KHA continued to incrementally enhance infrastructure in support of these industries. The potential number of new job creation is impossible to capture due to the endless opportunities the new access road and broadband will bring to the newly accessible 1,300 + acres, plus the numerous types of jobs available in the aviation industry and how they can spin off into other industries such as race car engine mechanics. (Please see NAICS list that follows.) Aerospace and Aviation is one of Florida's Target Industries which pays above average wages. The aviation retained and created jobs in this narrative have a range of \$45,000 to \$150,000.

The following details the retention and expansion opportunities from three specific companies located at the airport and also details the NAICS codes of potential jobs that could be generated from these companies as well as from new businesses that could be recruited to locate at the KHA should the infrastructure improvements be realized.

MHD-Rockland:

MHD-Rockland is planning to have P-3C Orion aircraft stationed at 42J. The aircraft are to be utilized for a United States Navy contract to conduct flight training for Foreign Military flight crews.

The current hanger at 7110 Airport Road that they have leased is used as the primary Maintenance Depot for eight AP-3C Orion aircraft. To-date, MHD-Rockland has invested approximately \$65,000 on improvements and updates to the existing building. MHD has also invested in securing a general contractor to plan the expansion of the facility by an additional 18,000 square feet of usable hanger, as well as finishing another 8,000 sq. ft. of office space, along with bringing the entire building up to current building code. The expected cost of the expansion will exceed \$1.4 Million.

MHD-Rockland has also completed the installation of AT&T Fiber Optic to the 7110 Airport Road Location. KHA has installed a 100/100 dedicated fiber optic line for use. The cost of the installation was approximately \$80,000.

As MHD awaits the final approval for the aircraft from the United States Department of State, they have completed the planning for the maintenance depot and personnel. They will be initially hiring six to seven personnel with salaries ranging from \$150,000 per year down to \$45,000.00 per year for the maintenance facility.

In addition to the Maintenance Facility, MHD-Rockland is also looking to relocate their international shipping portal from Crofton, Maryland to 42J. They have already begun the interview process and are expecting to initially hire four people with an average salary of \$45,000 per year. The facility will require between 12,000 and 20,000 square feet of warehouse / storage and office space with temperature and humidity control.

The last component of the expected expansion at 42J is the construction of an FAA approved Repair Station to complement the Maintenance Facility, and the company as a whole. The Repair Station will require a substantial facility investment, installation of hard items such as an OSHA Certified Paint Booth, expanding Electrical facilities, and greatly expanded environmental controls, not to mention several hundred thousand dollars on equipment and tools. The estimated cost is \$500,000. MHD-Rockland expects to have between four and six employees in the repair station with an average salary of \$50,000 per year, and require around 10,000 square feet for the facility.

In recent discussions, MHD-Rockland has discussed the possibility of entering into a Public-Private Partnership with the Keystone Airport in regard to an airfield side fire station. The primary reason this is of interest to MHD-Rockland is due to the difference in insurance pricing for the eight primary aircraft they will have on-site and in transit for training flights. They have discussed the building cost with a General Contractor and are looking at a \$400,000 investment in a building similar to the new fire station that Bradford County is having built on SR100. They are still awaiting the final cost differential from an aircraft insurer to review the ROI for such an

investment. If the ROI can be realized in a reasonable time frame, MHD-Rockland will pursue this joint venture. An added benefit to the new fire station is that a portion would be utilized to house the new high-speed IT equipment for the airport which would eliminate KHA from having to build a separate building.

The Florida International Rally & Motorsport (FIRM) Park

The FIRM is the premier action sports facility in Florida. They offer rally and road racing driver training, security and military tactical driver training, a full-service outdoor event facility and more. The FIRM employs approximately 10 full-time employees with the ability to contract for additional experts for training and special events.

International Security Academy is the number one choice for many government branches for ATV/UTV rider training, SUV performance-driving skills, challenging obstacle course driving practice, force-on-force and more.

The International Security Academy (ISA) has trained our nation's elite Special Operations Forces from all branches of military service, government agencies and private security firms. ISA staff has decades of experience in presenting a broad array of specialized training in rally driving, ATV riding, SUV and off-road vehicle dynamics along with extensive experience in firearms and combative training.

The International Security Academy utilizes the state-of-the-art facilities at The Florida International Rally and Motorsport Park (The FIRM) and the Keystone Heights Airpark, a certified Static and Free Fall Drop Zone, for its unique training and driving experience curriculum.

ISA provides high-performance instruction with unique driving experiences on The FIRM's more than 20 miles of multi-surface track, trail and road courses. Our facility is the only one of its kind that includes true European-style rally stages and custom designed training that can incorporate driving or riding on dirt, sand, and gravel as well as tarmac.

By combining the extensive military, security and driving experience of the International Security Academy with the extensive facilities at The FIRM, ISA is uniquely positioned to provide the multidisciplinary training and field experience that is essential to prepare teams for duty in the most difficult and challenging situations. Training is offered in both two-wheel drive and four-wheel drive vehicles with low and high centers of gravity as well as utilizing ATVs and LT-ATVs (side by sides) and dynamic shooting and combative packages.

ISA has past-performance experience training U.S. Military SOCOM units in all of these offerings and we can provide customized turn-key training packages based on client objectives. We can provide use of our facility for Full Mission Profile exercises including, but not limited to, food, vehicle and weapon caches with multiple waypoints, a configurable urban village (CUV) and live and simulated firing ranges.

What makes ISA so unique is our ability to provide training on a multitude of surfaces and in a variety of environments. Our facility provides tarmac, gravel, sand, dirt, densely forested areas, water crossings, difficult winching challenges and other obstacles, we also offer performance driving packages unmatched by any other facility in North America. This allows ISA to adapt the facility in a variety of configurations for tactical field training exercises and thus enhancing the Warfighter's tactical toolbox.

Most of our courses are multi-day courses designed around a specific deployment requirement. We offer training from a single, dynamic one-day course to multi-week long courses covering high-performance driving for the security professional. Topics include but are not limited to

- 2 to 1 instruction
- Customized day and night driver training
- Evasive driving techniques
- Vehicle dynamics with sedans, light trucks and SUVs
- Man down drills
- Classroom instruction
- Weapons experience
- Custom tailored training

The FIRM facilities include:

- 430 acres of action and motorsports
- Miles and miles of paved, gravel and off-road tracks
- Six rally course stages
- Supermoto track
- Half-mile paved karting road course
- Shooting center with ranges (pistol & carbine)
- Safari & obstacle courses
- 6,000 sq. ft race/tune shop
- Two student classrooms
- Private garages and storage

College of Missionary Aviation:

The College of Missionary Aviation provides high school graduates or equivalent, streamlined, professional and economical education and flight training that meets or exceeds the requirements of the FAA and faith-based mission organizations. There is a balanced focus on safety, professional standards as it relates to serving faith-based missions.

Besides training pilots to serve faith-based missions around the world, the College also trains Airframe and Powerplant students in conjunction with Harvest Aviation in Wachula, Florida. Harvest Aviation is a missionary organization that trains A&P students for missionary service

and also utilizes pilots to fly missionary flights around the Bahamas and the Caribbean. Harvest Aviation has agreed to pursue a remote A&P operation at KHA to recruit potential A&P students.

The management of the College of Missionary Aviation recognizes the need to expand their airport facilities to accommodate their growth of up to 100 students. They have requested leasing 3 additional properties for a term of 30 years. The College has made improvements to the airport property in excess of \$250,000 and are operating 9 aircraft with more to come. Two of those 9 aircraft are in rebuild and are expected to come online during 2018. The College has a 3-year plan for construction and infrastructure improvements totaling a \$1,000,000 to their leased airport property. The College estimates their economic impact by 2020 will be \$3 million.

Targeted NAICS Code positions related to industry and business targets include:

AIRCRAFT RELATED JOBS

- 314999 **Aircraft** tie-down strap assemblies (except leather) manufacturing
- 326211 **Aircraft** tire manufacturing
- 331318 Automotive or **aircraft** wire and cable made in aluminum wire drawing plants
- 331420 **Aircraft** and automotive wire or cable made from purchased copper in wire drawing plants
- 331491 **Aircraft** and automotive wire and cable (except aluminum, copper) made from purchased nonferrous metals (except aluminum, copper) in wire drawing plants
- 332312 Landing mats, **aircraft**, metal, manufacturing
- 332510 **Aircraft** hardware, metal, manufacturing
- 332912 Pneumatic **aircraft** subassemblies manufacturing
- 332912 Hydraulic **aircraft** subassemblies manufacturing
- 332912 Fluid power **aircraft** subassemblies manufacturing
- 332994 **Aircraft** artillery manufacturing
- 333611 Gas turbines (except **aircraft**) manufacturing
- 333611 Turbines (except **aircraft**) manufacturing
- 333612 Reduction gears and gear units (except **aircraft** power transmission equipment, automotive) manufacturing
- 333612 Gears, power transmission (except **aircraft**, motor vehicle), manufacturing
- 333613 Joints, universal (except **aircraft**, motor vehicle), manufacturing
- 333613 Joints, swivel (except **aircraft**, motor vehicle), manufacturing

333613 Ball joints (except **aircraft**, motor vehicle) manufacturing
333613 Universal joints (except **aircraft**, motor vehicle) manufacturing
333618 Internal combustion engines (except **aircraft**, nondiesel automotive, nondiesel truck) manufacturing
333618 Gasoline engines (except **aircraft**, automotive, truck) manufacturing
333618 Engines, internal combustion (except **aircraft**, nondiesel automotive), manufacturing
333923 Hoists (except **aircraft** loading) manufacturing
333924 **Aircraft** loading hoists manufacturing
333924 **Aircraft** engine cradles manufacturing
333924 Hoists, **aircraft** loading, manufacturing
333999 **Aircraft** carrier catapults manufacturing
334511 Wheel position indicators and transmitters, **aircraft**, manufacturing
334511 **Aircraft** flight instruments (except engine instruments) manufacturing
334514 Totalizing meters (except **aircraft**), consumption registering, manufacturing
334519 Thermocouples (except industrial process, **aircraft** type, glass vacuum) manufacturing
334519 **Aircraft** engine instruments manufacturing
334519 Testers for checking hydraulic controls on **aircraft** manufacturing
334519 Pressure and vacuum indicators, **aircraft** engine, manufacturing
334519 Fuel totalizers, **aircraft** engine, manufacturing
334519 Fuel system instruments, **aircraft**, manufacturing
334519 Fuel mixture indicators, **aircraft** engine, manufacturing
334519 Thrust power indicators, **aircraft** engine, manufacturing
334519 Fuel densitometers, **aircraft** engine, manufacturing
335312 Generators for storage battery chargers (except internal combustion engine and **aircraft**) manufacturing
336320 **Aircraft** lighting fixtures manufacturing
336360 Seat belts, motor vehicle and **aircraft**, manufacturing
336360 **Aircraft** seats manufacturing
336411 **Aircraft** conversions (i.e., major modifications to system)
336411 Gliders (i.e., **aircraft**) manufacturing
336411 Developing and producing prototypes for **aircraft**
336411 Blimps (i.e., **aircraft**) manufacturing
336411 **Aircraft** rebuilding (i.e., restoration to original design specifications)
336411 Unmanned and robotic **aircraft** manufacturing
336411 **Aircraft** overhauling

336411 Ultra light **aircraft** manufacturing

336411 **Aircraft** manufacturing

336411 Target drones, **aircraft**, manufacturing

336412 **Aircraft** turbines manufacturing

336412 Internal combustion engines, **aircraft**, manufacturing

336412 **Aircraft** engine rebuilding

336412 Gasoline engines, **aircraft**, manufacturing

336412 **Aircraft** engine overhauling

336412 Gasoline engine parts (except carburetors, pistons, piston rings, valves), **aircraft**, manufacturing

336412 **Aircraft** engine and engine parts (except carburetors, pistons, piston rings, valves) manufacturing

336412 Gas turbines, **aircraft**, manufacturing

336412 Engines and engine parts, **aircraft** (except carburetors, pistons, piston rings, valves), manufacturing

336412 Rocket engines, **aircraft**, manufacturing

336412 Developing and producing prototypes for **aircraft** engines and engine parts

336412 Jet propulsion and internal combustion engines and parts, **aircraft**, manufacturing

336413 **Aircraft** fuselage wing tail and similar assemblies manufacturing

336413 Tow targets, **aircraft**, manufacturing

336413 **Aircraft** control surface assemblies manufacturing

336413 Targets, trailer type, **aircraft**, manufacturing

336413 **Aircraft** brakes manufacturing

336413 Joints, universal, **aircraft**, manufacturing

336413 **Aircraft** auxiliary parts (e.g., crop dusting, external fuel tanks, inflight refueling equipment) manufacturing

336413 Developing and producing prototypes for **aircraft** parts (except engines) and auxiliary equipment

336413 **Aircraft** assemblies, subassemblies, and parts (except engines) manufacturing

336413 **Aircraft** wheels manufacturing

336413 **Aircraft** propellers and parts manufacturing

336413 Universal joints, **aircraft**, manufacturing

423690 Electronic **aircraft** instruments merchant wholesalers

423830 Internal combustion engines (except **aircraft**, nondiesel automotive, nondiesel truck) merchant wholesalers

423830 Engines, internal combustion (except **aircraft**, automotive), merchant wholesalers

423860 **Aircraft** equipment and supplies merchant wholesalers

423860 **Aircraft** engines and parts merchant wholesalers

423860 Engines and parts, **aircraft**, merchant wholesalers

423860 **Aircraft** merchant wholesalers

424720 Fueling **aircraft** (except on contract basis), merchant wholesalers

424720 Fuel, **aircraft**, merchant wholesalers (except bulk stations, terminals)

441228 Used **aircraft** dealers

441228 **Aircraft** dealers

481211 **Aircraft** charter services, passenger

481219 **Aircraft** charter services (i.e., general purpose **aircraft** used for a variety of specialty air and flying services)

488119 Parking services, **aircraft**

488119 Hangar rental, **aircraft**

488119 **Aircraft** parking service

488119 **Aircraft** hangar rental

488190 Testing services, **aircraft**

488190 **Aircraft** ferrying services

488190 Maintenance and repair services, **aircraft** (except factory conversion, factory overhaul, factory rebuilding)

488190 Inspection services, **aircraft**

488190 Fueling **aircraft** on a contract or fee basis

488190 **Aircraft** testing services

488190 **Aircraft** maintenance and repair services (except factory conversion, factory overhaul, factory rebuilding)

488190 **Aircraft** inspection services

532411 **Aircraft** rental or leasing without operator

561720 Janitorial services, **aircraft**

561720 **Aircraft** janitorial services

811420 **Aircraft** upholstery repair

926120 **Aircraft** inspection, government

Attachment Page 3, Section 2-A "Commencement Date & Days to Complete

Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

There are two infrastructure components to this application, a new airport access road and installation of fiber optic cable for enhanced broadband connectivity. Therefore, for ease of understanding, the proposed commencement date and number of days to complete construction for each activity have been categorized separately.

For each component the work can begin immediately upon confirmation of project being funded and/or formal execution of the grant between DEO and Bradford County. The design and construction timelines are:

NEW ACCESS ROAD

Development, Survey and Bidding of Engineering/Design of Access Road:

1. Survey - 3 months or approximately 90 days
2. Design - 4 months or approximately 120 days
3. Permitting - 3 months or approximately 90 days
4. Bidding - 2 months or approximately 60 days

Construction of Access Road

- 9 months or approximately 270 days

INSTALLATION OF FIBER OPTIC CONDUIT

Upon notice of award of grant and formal execution with DEO:

Development, Survey and Bidding of Engineering/Design of Fiber Optic Installation:

- Engineering for fiber conduits would take approximately two months. The installation of all conduit would be in parallel and part of the site (road) infrastructure improvements. Possibly even the same contractor. Permits are concurrent with site work, two months.
- Engineering by and for AT&T customers would be implemented on an as needed basis. AT&T has limited fiber infrastructure to the site presently. Activation of services would be as contracted with AT&T by each user. Quicker installations are made possible by having preinstalled conduits to all potential customer locations which will significantly reduce the costs. For broadband based economic development prospects, this would be considered a "Site Ready" incentive to locate there over a competing site without broadband availability.

Proposed multi-use Bradford County Fire and EMS facility would also house IT equipment in a small portion of the building.

Page 3, Section 2-B: "Permits Required"

The following permits are required for the public infrastructure:

- 1) Building and Electrical for Data/First Responder Building - 7 to 14 business days
- 2) Special Permit for Essential Services - Proposed Tower - 30 to 60 days
- 3) Site Plan and Development approval for proposed building - 7 to 14 business days
- 4) Site Plan and Development approval for "Access Road II" - 7 to 14 business days
- 5) Letter form Keystone Airpark Authority granting Bradford County the authority to build "New West Side Access Road" - 30 to 60 days
- 6) Bradford County Right of Way Utility permit - 7 to 14 business days
- 7) Permits for fiber optic conduit installation are concurrent with site work – 30 days

- C. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

Please see Attachment: "Page 4, Section 2-C "Permit Status"

- D. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?

Please see Attachment: "Page 4, Section 2-D "Land Use & Zoning"

- E. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.

Yes No

- F. Is the project ready to commence upon grant fund approval and contract execution? If no, please explain.

Yes No

- G. Does this project have a local match amount? Yes No

If yes, please describe the entity providing the match and the amount.

Please see Attachment: Page 4, Section 2-G "Local Match"

- H. Provide any additional information or attachments to be considered for this proposal. Maps and other supporting documents are encouraged.

Please see Attachment: Page 4, Section H "Additional Information"



Page 4, Section 2-C "Permit Status"

Detail whether permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

The required permits (detailed in items 1-7 above) have not yet been secured. There is a cost incurred to do the engineering, design and permitting fee by each permitting entity. Bradford County will submit all permits upon notification of the grant award and will expedite all local permit applications.

Through a pre-application permit meeting, St. Johns River Water Management District (SJRWMD) has verbally agreed to expedite the Stormwater Permit contingent on having a subsequent pre-application meeting with Bradford County and its permit application preparers.

Any required Local Permits will be given the highest priority and expedited. Where statutorily possible, the local permitting entity will waive fees.

Page 4, Section 2-D “Land Use & Zoning”

What is the future land use and zoning designation on the proposed site of the infrastructure improvements and will the improvements conform to those uses?

The following are the current Land Use and Zoning designations for this proposed project:

- 1) Public (Land Use);
- 2) Agricultural-2 (Zoning)

The following proposed infrastructure improvements are considered a major capital improvement and are defined as Public Building and Facilities under the Bradford County Land Development Regulations (BCLDR) Book. Said improvements conform to and are a permitted use under the BCLDR.

- 1) West side airport access road;
- 2) Data/First Responders building;
- 3) Site Utilities Improvements;
- 4) Telecommunications and internet services.

Please see the following relevant pages of Bradford County’s Comprehensive Plan and Land Development Regulations related to the above land uses and Zoning.

BRADFORD COUNTY
LAND DEVELOPMENT REGULATIONS

Prepared for
Board of County Commissioners

Prepared by
Local Planning Agency

With Assistance from
North Central Florida Regional Planning Council
2009 N.W. 67th Place
Gainesville, FL 32653
352.955.2200

Adopted
July 1, 1996 by Ordinance No. 96-07

Amended
December 18, 1997 by Ordinance No. 97-14
June 18, 1998 by Ordinance No. 98-06
March 21, 2004 by Ordinance No. 02-04
September 18, 2003 by Ordinance No. 03-11
September 23, 2004 by Ordinance No. 04-34
August 18, 2005 by Ordinance Nos. 05-21 and 05-22
March 16, 2006 by Ordinance Nos. 06-08, 06-09 and 06-10
April 20, 2006 by Ordinance Nos. 06-14, 06-15, 06-16, 06-17 and 06-18
June 15, 2006 by Ordinance Nos. 06-23 and 06-24
July 20, 2006 by Ordinance No. 06-27
November 16, 2006 by Ordinance Nos. 06-39, 06-40, 06-41, 06-42, 06-43, 06-44, 06-45 and 06-46
April 19, 2007 by Ordinance No. 07-12
May 17, 2007 by Ordinance No. 07-14
September 20, 2007 by Ordinance Nos. 07-37 and 07-38
October 18, 2007 by Ordinance Nos. 07-44, 07-45 and 07-46
September 18, 2008 by Ordinance No. 08-28
June 1, 2009 by Ordinance Nos. 09-10 and 09-11
July 16, 2009 by Ordinance No. 09-14
March 18, 2010 by Ordinance Nos. 10-02 and 10-03
November 1, 2010 by Ordinance No. 10-17
May 19, 2011 by Ordinance No. 11-14
June 16, 2011 by Ordinance Nos. 11-12, 11-13, 11-15 and 11-16
April 19, 2012 by Ordinance No. 12-04
December 19, 2013 by Ordinance No. 13-11
April 17, 2014 by Ordinance No. 14-03

**Bradford County Land Development
Regulations Book
Article Two - Definitions
Exhibit "G"**

ARTICLE TWO. DEFINITIONS, LOTS DIVIDED BY DISTRICT LINES, AND
NONCONFORMING SITUATIONS

SECTION 2.1 DEFINITIONS, GENERAL

For the purpose of these land development regulations, certain terms or words used herein shall be interpreted as follows:

The word *person* includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.

The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

The word *shall* is mandatory, the word *may* is permissive.

The words *used* or *occupied* include the words *intended*, *designed*, or *arranged to be used or occupied*.

The word *lot* includes the words *plot*, *parcel*, *tract*, or *site*.

The word *structure* includes the word *building* as well as other things constructed or erected on the ground, attached to something having location on the ground, or requiring construction or erection on the ground. Among other things, structures include walls, buildings, fences, signs, and swimming pools.

The word *land* includes the words *water*, *marsh*, or *swamp*.

The word *abut* shall not include directly across from.

The words *Board of County Commissioners* means the Board of County Commissioners of Bradford County, Florida.

The word *County* means Bradford County, Florida.

Abandoned Motor Vehicle. Abandoned motor vehicle means one (1) that is in a state of disrepair and incapable of being moved under its own power.

Abutting or Adjacent Property. Abutting or adjacent property means property that is immediately adjacent to the property being considered under these land development regulations.

Access. Access means the primary means of ingress and egress to abutting property from a dedicated right-of-way.

Accessory Use or Structure. An accessory use or structure means a use or structure of a nature customarily incidental and subordinate to the principal use or structure and, unless otherwise provided, on the same premises. On the same premises with respect to accessory uses and structures shall be construed as meaning on the same lot or on a contiguous lot in the same ownership. Where a building is attached to the principal building, it shall be considered a part thereof, and not an accessory building.

Addition. Addition means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load bearing wall is new construction.

Administrator. Administrator means the Land Development Regulation Administrator designated by the Board of County Commissioners for the administration and enforcement of these land development regulations (see Land Development Regulation Administrator).

Adverse Effect. Adverse effect means increases in flood elevations on adjacent properties attributed to physical changes in the characteristics of the Official 100-Year Flood Area due to development.

Planning and Zoning Board. Planning and Zoning Board means the Planning and Zoning Board as herein provided for within these land development regulations.

Plumbing. Plumbing means the practice, materials, and fixtures used in the installation, maintenance, extension, and alteration of all piping, fixtures, appliances, and appurtenances in connection with any of the following: sanitary drainage or storm drainage facilities, the venting system and the public or private water supply systems, within or adjacent to any building structure, or conveyance; also the practice and materials used in the installation, maintenance, extension, or alteration of storm-water, liquid waste, or sewerage, and water supply systems of any premises to their connection with any point of public disposal or other acceptable terminal.

Plot. See *Lot*.

Poultry. Poultry means all domesticated birds that serve as a source of eggs or meat, including chickens, turkeys, ducks, ostriches, quail, pheasants and geese.

Premises. A premise means a lot, plot or parcel of land including the buildings of structures thereon.

Product Tight. Product tight means impervious to the hazardous material which is or could be contained so as to prevent the seepage of the hazardous material from the containment system. To be product tight, the containment system shall be made of a material that is not subject to physical or chemical deterioration by the hazardous material being contained.

Public Areas. Public areas mean unoccupied open spaces adjoining a building and on the same property, that is permanently maintained accessible to the Fire Department and free of all encumbrances that might interfere with its use by the Fire Department.

Public Buildings and Facilities. Public buildings and facilities means the use of land or structures by a municipal, county, State, or Federal governmental entity for a public service purpose. More specifically public facility means major capital improvements including but not limited to transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreation, and health systems and facilities. Essential services shall not be considered public buildings and facilities.

Reclamation. Reclamation means the reshaping of land disturbed or affected by an excavation operation to an appropriate contour considering the type of use prior to exaction, during excavation and planned use after reclamation, and the surrounding topography and shall include re-vegetation of lands in an approved manner.

Recreational Facility. Recreational facility means a component of a recreation site used by the public such as a trail, court, athletic field or swimming pool.

Recreational Uses. Recreational uses means activities within areas where recreation occurs.

Regulated materials. Regulated materials means the following:

1. Petroleum products, which include fuels (gasoline, diesel fuel, kerosene and mixtures of these products, lubricating oils, motor oils, hydraulic fluids and other similar products. This term does not include liquefied petroleum gas, American Society for Testing and Materials grade number 5 and number 6 residual oils, bunker C residual oils, intermediate fuel oils used for marine bunkering with a viscosity of 30 and higher and asphalt oils.
2. Substances listed by the Secretary of the Florida Department of Labor and Employment Security pursuant to Chapter 442, Florida Statutes, as amended (Occupational Health and Safety). This list, known as the Florida Substances List, is provided in Chapter 38F-41, Florida Administrative Code.
3. Substances listed by the Administrator of the United States Environmental Protection Agency pursuant to Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended. This list is provided in Title 40 (Protection of the Environment) of the Code of Federal Regulations, Part 302, Designation, Reportable Quantities and Notification.

BRADFORD COUNTY

LAND DEVELOPMENT REGULATIONS

Prepared for
Board of County Commissioners

Prepared by
Local Planning Agency

With Assistance from
North Central Florida Regional Planning Council
2009 N.W. 67th Place
Gainesville, FL 32653
352.955.2200

Adopted
July 1, 1996 by Ordinance No. 96-07

Amended
December 18, 1997 by Ordinance No. 97-14
June 18, 1998 by Ordinance No. 98-06
March 21, 2004 by Ordinance No. 02-04
September 18, 2003 by Ordinance No. 03-11
September 23, 2004 by Ordinance No. 04-34
August 18, 2005 by Ordinance Nos. 05-21 and 05-22
March 16, 2006 by Ordinance Nos. 06-08, 06-09 and 06-10
April 20, 2006 by Ordinance Nos. 06-14, 06-15, 06-16, 06-17 and 06-18
June 15, 2006 by Ordinance Nos. 06-23 and 06-24
July 20, 2006 by Ordinance No. 06-27
November 16, 2006 by Ordinance Nos. 06-39, 06-40, 06-41, 06-42, 06-43, 06-44, 06-45 and 06-46
April 19, 2007 by Ordinance No. 07-12
May 17, 2007 by Ordinance No. 07-14
September 20, 2007 by Ordinance Nos. 07-37 and 07-38
October 18, 2007 by Ordinance Nos. 07-44, 07-45 and 07-46
September 18, 2008 by Ordinance No. 08-28
June 1, 2009 by Ordinance Nos. 09-10 and 09-11
July 16, 2009 by Ordinance No. 09-14
March 18, 2010 by Ordinance Nos. 10-02 and 10-03
November 1, 2010 by Ordinance No. 10-17
May 19, 2011 by Ordinance No. 11-14
June 16, 2011 by Ordinance Nos. 11-12, 11-13, 11-15 and 11-16
April 19, 2012 by Ordinance No. 12-04
December 19, 2013 by Ordinance No. 13-11
April 17, 2014 by Ordinance No. 14-03

Bradford County Land Development
Regulations Book
Section 4.5 Agricultural
Exhibit "B"

SECTION 4.5 "A" AGRICULTURAL

4.5.1 DISTRICTS AND INTENT

The "A" Agricultural category includes two (2) zone districts: A-1 and A-2. Lands in the Agricultural-1 district are intended to provide for areas primarily consisting of agricultural and residential uses consistent with the areas as designated Rural within the County's Comprehensive Plan. The Agricultural-2 district is intended to provide for areas primarily consisting of agricultural and residential uses consistent with the Urban Development Areas as designated within the County's Comprehensive Plan.

4.5.2 PERMITTED PRINCIPAL USES AND STRUCTURES

In A-1 District:

1. All agricultural activities (but not including livestock or poultry slaughterhouses), including the raising of livestock and poultry, the production of dairy and poultry products, the cultivation of field crops and fruits and berries, forestry, in accordance with the Comprehensive Plan, apiculture, and similar uses; provided, that no structure used for or any commercial feed lot operation shall be located within three hundred (300) feet of any lot line, and no structure used for housing animals shall be located within one-hundred (100) feet of any lot line.
2. The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided, that no building used for these activities shall be located within three hundred (300) feet of any side or rear lot line.
3. Single family dwellings.
4. Mobile homes.
5. Plant nurseries and greenhouses.
6. Homes of six (6) or fewer residents which otherwise meet the definition of a "community residential home" (See Section 4.2).
7. Churches and other houses of worship.
8. Public or private schools offering curricula comparable to that of public schools, as conducted in accordance with the provisions of the County's Comprehensive Plan and Section 4.2, herein.

In A-2 District:

1. All agricultural activities (except intensive agricultural uses as defined in Section 2.1 herein), including the raising of livestock and poultry, the production of dairy and poultry products (but not including livestock or poultry slaughterhouses), the cultivation of field crops and fruits and berries, forestry, in accordance with the Comprehensive Plan, apiculture, and similar uses; provided, that no structure used for any commercial feed lot operation shall be located within three hundred (300) feet of any lot line, and no structure used for housing animals shall be located within one-hundred (100) feet of any lot line.
2. The processing, storage, and sale of agricultural products and commodities which are raised on the premises (but not including livestock or poultry slaughterhouses); provided, that no building used for these activities shall be located within one-hundred fifty (150) feet of any side or rear lot line.

4.5.5 SPECIAL EXCEPTIONS
(See also Articles 12 and 13)

In Agricultural-1 Districts:

1. The processing, storage, and sale of agricultural products and commodities which are not raised on the premises; provided, that no building used for these activities shall be located within three hundred (300) feet of any side or rear lot line.
2. Livestock auction arenas.
3. Livestock or poultry slaughterhouses; provided, that no building used for these activities shall be located within three hundred (300) feet of any lot line.
4. Sawmills and planing mills, and other similar wood product facilities; provided that no building used for these activities shall be located within three hundred (300) feet of any side or rear lot line.
5. Agricultural equipment and related machinery sales.
6. Agricultural feed and grain packaging, blending, storage, and sales.
7. Agricultural fertilizer storage and sales.
8. Agricultural fairs and fairground activities.
9. Recreational activities such as racetracks and speedways; golf courses; country clubs; tennis and racquet clubs; golf and archery ranges; rifle, shotgun, and pistol ranges; travel trailer parks or campgrounds, including day camps; hunting or fishing camps; and similar uses.
10. Riding or boarding stables; provided that no building used for housing of animals shall be located within three hundred (300) feet of any lot line.
11. Hospitals, sanitariums, nursing homes, and residential homes for the aged.
12. Commercial kennels, veterinary clinics, and animal shelters; provided, that no open runs or buildings used for housing of animals shall be located within three hundred (300) feet of any lot line.
13. Group living facilities.
14. Crematories.
15. Airplane landing fields.
16. 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 off-street pick-up and drop-off of children.
17. Home occupations (See Section 4.2).
18. Public buildings and facilities, unless otherwise specified (See Section 4.2).
19. Private clubs and lodges.
20. Off-site signs (See also Section 4.2).
21. Solid waste facilities.
22. Group home care facilities.

23. Cemeteries and mausoleums.
24. Conference centers.
25. Small engine repair (not to exceed two thousand (2,000) square feet).
26. Automotive repair and repair of agricultural equipment (not to exceed two thousand five hundred (2,500) square feet).
27. Welding shop (not to exceed two thousand five hundred (2,500) square feet).
28. Intensive agriculture.
29. The keeping of exotic animals.
30. Bed and breakfast establishment.
31. Mobile home, manufactured home, or other similar structure for use as accessory structure, on parcels less than five (5) acres provided the following requirements are met:
 - a. Mobile home, manufactured home or similar structure shall be located in the rear yard at least fifty (50) feet from the side and rear property lines;
 - b. All Florida Building code requirements are met and a building permit is issued; and
 - c. No cooking facilities permitted in mobile home or manufactured home.
32. Guest house with separate utility meter from primary structure.
33. Mud Bogging (See Section 4.2.38 for additional regulations for mud bogging.)

In Agricultural-2 Districts:

1. Riding or boarding stables; provided that no building used for housing of animals shall be located within three hundred (300) feet of any lot line.
2. Hospitals, sanitariums, nursing homes, and residential homes for the aged.
3. Commercial kennels, veterinary clinics, and animal shelters; provided, that no open runs or buildings used for housing of animals shall be located within three hundred (300) feet of any lot line.
4. Group living facilities.
5. Crematories.
6. Airplane landing fields, and associated aeronautical related issues.
7. 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 off-street pick-up and drop-off of children.
8. Home occupations (see Section 4.2).
9. Public buildings and facilities, unless otherwise specified (see section 4.2).
10. Private clubs and lodges.
11. Off-site signs (see also Section 4.2).
12. Solid waste facilities.

BRADFORD COUNTY
LAND DEVELOPMENT REGULATIONS

Prepared for
Board of County Commissioners

Prepared by
Local Planning Agency

With Assistance from
North Central Florida Regional Planning Council
2009 N.W. 67th Place
Gainesville, FL 32653
352.955.2200

Adopted
July 1, 1996 by Ordinance No. 96-07

Amended
December 18, 1997 by Ordinance No. 97-14
June 18, 1998 by Ordinance No. 98-06
March 21, 2004 by Ordinance No. 02-04
September 18, 2003 by Ordinance No. 03-11
September 23, 2004 by Ordinance No. 04-34
August 18, 2005 by Ordinance Nos. 05-21 and 05-22
March 16, 2006 by Ordinance Nos. 06-08, 06-09 and 06-10
April 20, 2006 by Ordinance Nos. 06-14, 06-15, 06-16, 06-17 and 06-18
June 15, 2006 by Ordinance Nos. 06-23 and 06-24
July 20, 2006 by Ordinance No. 06-27
November 16, 2006 by Ordinance Nos. 06-39, 06-40, 06-41, 06-42, 06-43, 06-44, 06-45 and 06-46
April 19, 2007 by Ordinance No. 07-12
May 17, 2007 by Ordinance No. 07-14
September 20, 2007 by Ordinance Nos. 07-37 and 07-38
October 18, 2007 by Ordinance Nos. 07-44, 07-45 and 07-46
September 18, 2008 by Ordinance No. 08-28
June 1, 2009 by Ordinance Nos. 09-10 and 09-11
July 16, 2009 by Ordinance No. 09-14
March 18, 2010 by Ordinance Nos. 10-02 and 10-03
November 1, 2010 by Ordinance No. 10-17
May 19, 2011 by Ordinance No. 11-14
June 16, 2011 by Ordinance Nos. 11-12, 11-13, 11-15 and 11-16
April 19, 2012 by Ordinance No. 12-04
December 19, 2013 by Ordinance No. 13-11
April 17, 2014 by Ordinance No. 14-03

**Bradford County Land Development
Regulations Book
Section 14.11- Essential Services
Exhibit "F"**

Request for temporary use permits as outlined in this section shall be submitted in writing on an approved form from the County Manager together with such reasonable costs, as the Board of County Commissioners may determine through action in setting fees as set forth in Article 1 of the Land Development Regulations.

Appropriate conditions and safeguards may be imposed by the County Manager upon approving a temporary use permit as outlined in this section and may include but not limited to reasonable time limits within which the conditions for which the temporary use permit is requested shall commence or terminate or both. Violations of such conditions or safeguards, where made a part of the terms under which the temporary use permit is granted, shall be deemed a violation of these Land Development Regulations and shall be deemed punishable as provided in Article 15 of these Land Development Regulations.

Any decision made by the County Manager, as outlined in this section, may be appealed to the Board of County Commissioners.

Decisions of the Board of County Commissioners as outlined in this section shall be final.

Temporary use permits granted by the County Manager as outlined in this section shall be valid, unless otherwise revoked for a period not to exceed twelve (12) months.

Requests for an extension beyond said twelve (12) month-period may be made in writing to the Board of County Commissioners.

SECTION 14.11 SPECIAL PERMITS FOR ESSENTIAL SERVICES

Certain uses are essential to providing service to a community and therefore require special permitting.

Essential services requiring a special permit to be approved by the Board of County Commissioners are: electrical transmission lines and substations, natural gas transmission lines, natural gas compressor stations and radio telecommunication and television antennae or towers, owned or operated by publicly regulated entities. The aforesaid essential services are a permitted use throughout the unincorporated area of the County upon obtaining approval of a special permit by the Board of County Commissioners.

All other essential services which do not require a special permit from the Board of County Commissioners are hereby defined to include and be limited to poles, wires (including electrical transmission and distribution lines, telephone lines and substations and cable television lines), mains (including water distribution lines and mains and natural gas distribution lines and mains), hydrants, drains, pipes, conduits, telephone booths, school bus shelters, bicycle racks, bus stop benches, newspaper delivery boxes, mail boxes, police or fire call boxes, traffic signals, and other similar structures.

In addition, where permanent structures are involved in providing essential services, such structures shall conform with the character of the district in which the property is located and to architectural and landscaping characteristics of the adjoining properties.

The criteria for the granting of special permits for essential services shall be limited to a showing of the need for such services in the requested location, that it is in the public interest that such special permits be granted, and that it is in compliance with the other provisions heretofore set out in this Section.

Further, all essential services requiring a special permit to be approved by the Board of County Commissioners shall conform the following criteria for approval: No essential service shall be sited within two hundred (200) feet of any single or multiple-family residence, group living facility, school or hospital, said distance to be measured from the centerline of the electrical or natural gas transmission lines, as constructed, or the fenced area of electrical stations. In addition, all radio and telecommunication towers shall also maintain the rated self-collapsing distance from any use listed above.

SECTION 14.12 SITE AND DEVELOPMENT PLAN APPROVAL

Where these land development regulations require site and development plan approval, the Board of County Commissioners shall approve all site and development plans as a condition precedent to the issuance of building permits by the Land Development Regulation Administrator.

14.12.1 Contents. The site and development plan required to be submitted by the requirements of these land development regulations shall include the following elements, where applicable:

1. Vicinity map - indicating general location of the site, abutting streets, existing utilities, complete legal description of property in question, and adjacent land use.
2. Site plan - including, but not limited to, the following:
 - a. Name, location, owner, and designer of the proposed development.
 - b. Present zoning for subject site.
 - c. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties.
 - d. Date, north arrow, and graphic scale not less than one (1) inch equal to fifty (50) feet.
 - e. Area and dimensions of site.
 - f. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
 - g. Access to utilities and points of utility hook-up.
 - h. Location and dimensions of all existing and proposed parking areas and loading areas.
 - i. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).
 - j. Location and size of any lakes, ponds, canals, or other waters and waterways.
 - k. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.
 - l. Location of trash receptacles.
 - m. For multiple family, hotel, motel, and mobile home park site plans:
 - (1) Tabulation of gross acreage.
 - (2) Tabulation of density.
 - (3) Number of dwelling units proposed.

Attachment: Page 4, Section 1-H “Additional Information”

The Keystone Heights Airport is uniquely positioned in that the airport campus covers two counties (Bradford and Clay counties) and one city (Keystone Heights); as a result, this project will directly benefit the job growth, local economies, and the residents of three communities. In particular, this project will enable existing airport-based businesses to benefit as well as enable a vast amount of highly developable land to be “opened-up” for business recruitment in at least three (3) Qualified Targeted Industries for the State of Florida including Aviation/Aerospace, InfoTech, and a range of potential Manufacturing and Advanced Manufacturing opportunities.

Without these important infrastructure improvements, the hard fought-for investments Bradford County, Florida Department of Transportation, MHD Rockland, and others have made will not be completed for some time. The Florida Jobs Growth Grant Fund is a one-time opportunity to advance the completion of two very significant infrastructure projects that will make Bradford County competitive on several different levels. It will provide Broadband to business customers at the airport, incentivize prospects to locate there and enhance airport administration activities. Our community cannot emphasize enough how important this project is! Please give every consideration to funding the project request for \$2,300,000.

Additional Information and Documentation:

- Bradford County Board of County Commissioners Resolution 2017-27
- Keystone Airpark Authority Letter of Support
- City of Keystone Heights Letter of Support
- Camp Crystal Lake Letter of Support
- MHD-ROCKLAND Letter of Support



September 5, 2017

Florida Department of Economic Opportunity

Re: Florida Jobs Growth Grant Fund

Keystone Airpark Authority Broadband & New Access Road Project

On behalf of the Keystone Airpark Authority (KAA), commercial businesses and tenants at the Keystone airport, I am excited to share with you that we are 100% in favor of the infrastructure grant. The KAA is confident that having the resources in place included within this grant will provide an incentive for potential businesses to seriously consider starting or moving their companies to this area.

We realize the proposed infrastructure grant will facilitate not only the installation of high-speed and reliable communications resources for businesses but also a new access road to locations that are suitable for immediate development. This is a win-win for Bradford and Clay counties, City of Keystone Heights as well as the KAA, existing commercial business and tenants.

Special thanks to you and your staff for all of the work being done to make this grant a reality.

Sincerely,

David J. Kirkland

David J. Kirkland – Chairman
Keystone Airpark Authority



City of Keystone Heights

555 South Lawrence Blvd
Keystone Heights, Florida 32656
352.473.4807 Off 352.473.5101 Fax



July 27, 2017

TO: Florida Department of Economic Opportunity

FROM: City of Keystone Heights

RE: Letter of Support

The Keystone Heights Airpark Authority along with Bradford County, Clay County and the City of Keystone Heights are making application for the Florida Job Growth Grant Fund – Public Infrastructure Grant. The City of Keystone Heights would like to express its full support for the grant project. We believe the buildout of the fiber optic infrastructure at our airport will spur economic development and create jobs in our community.

The City of Keystone Heights will assist all parties in any way we are able. The city will also waive any and all city permit fees associated with any part of the project.

We appreciate your consideration and look forward to partnering with the Department of Economic Opportunity to carefully grow and manage our airport through the improvement of its infrastructure and accessibility.

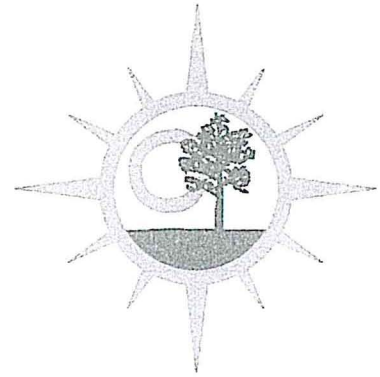
Very Respectfully,

Scott Kornegay, MPA

City Manager

Camp Crystal Lake

Scott Burton, Director



Dear Sirs,

I, Scott Burton, director of Camp Crystal Lake, Outdoor Education Center, believe the proposed extension of fiber optic service to the Keystone Heights airport would greatly benefit our camp and the surrounding community, and am writing to express my full support of this project.

We are a camp & outdoor education owned by a school board. We are the only one of our kind in the Southeast United States and only one of a very few in the world. We see approximately 6000 students a year from diverse socioeconomic backgrounds, as well as about 2000 of their parents. Our programming already includes many STEM activities, mostly focused on science, but having reliable, fast speed internet would allow us to extend our programing to include more of technology & engineering activities. The hard-wired service available to us is currently so unreliable, that we use 4G service and this can be challenging when we have any more than a few machines on the network at a time.

Please consider this request and support the extension of fiber optic service to the Keystone Heights airport.

Thank You!

Sincerely,

A handwritten signature in black ink, appearing to read "S. Burton".

Scott Burton
Director

6724 Camp Crystal Road
Starke, FL 32091

www.campcrystal.com

Call: 855-651-2267
Fax: 352-473-2402



MHD ROCKLAND

2111 Baldwin Ave., Suite B, Crofton MD 21114, USA | Tel: 410 451-0969 | Fax: 443 292-4093

Letter #27071701

Maria Gall
Keystone Heights Airport
7100 Airport Road
Starke, FL 32091
mgall@keystoneairport.com

RE: MHD-Rockland at Keystone Heights Airport

Ms. Gall,

As you know, MHD-Rockland is planning to have P-3C Orion aircraft stationed at 42J. The aircraft are to be utilized for a United States Navy contract to conduct flight training for Foreign Military flight crews.

The current hanger at 7110 Airport Road that we are leasing will be used as the primary Maintenance Depot for eight AP-3C Orion aircraft. To-date, MHD-Rockland has invested approximately \$65,000 on improvements and updates to the existing building. We have also invested in securing a general contractor that has the plans in place to expand the facility an additional 18,000 square feet of usable hanger, as well as finishing another 8,000 sq ft. of office space, along with bringing the entire building up to current building code. The expected cost of the expansion will exceed \$1.4 Million.

As you may also be aware, MHD-Rockland has also completed the installation of AT&T Fiber Optic to the 7110 Airport Road Location. We have installed a 100/100 dedicated fiber optic line for our use. The cost of the installation was approximately \$80,000.

As we await the final approval for the aircraft from the United States Department of State, we have completed the planning for the maintenance depot and personnel. We will be initially hiring six to seven initial personnel with salaries ranging from \$150,000 per year down to \$45,000.00 per year for the maintenance facility.

In addition to the Maintenance Facility, MHD-Rockland has is also looking to relocate our international shipping portal from Crofton, Maryland to 42J. We have already begun the interview process and are expecting to initially hire four people with an average salary of \$45,000 per year. The facility will require between 12,000 and 20,000 square feet of warehouse / storage and office space with temperature and humidity control.



MHD ROCKLAND

2111 Baldwin Ave., Suite B, Crofton MD 21114, USA | Tel: 410 451-0969 | Fax: 443 292-4093

The last component of the expected expansion at 42J is the construction of an FAA approved Repair Station to complement the Maintenance Facility, and the company as a whole. The Repair Station will require a substantial facility investment, installation of hard items such as OSHA Certified Paint Booth, expanding Electrical facilities, and greatly expanded environmental controls, not to mention several hundred thousand dollars on equipment and tools. MHD-Rockland would expect to have between four and six employees in the repair station with an average salary of \$50,000 per year, and require around 10,000 square feet for the facility.

In recent discussions, MHD-Rockland has discussed the possibility of entering into a Public-Private Partnership with the Keystone Airport in regard to an airfield side fire station. The primary reason this is of interest to MHD-Rockland is due to the difference in insurance pricing for the eight primary aircraft we will have on-site and in transit for training flights. We have discussed the building cost with our General Contractor and understand we are looking at a \$400,000 investment in a building similar to the new fire station that Bradford County is having built on SR100. We are still awaiting the final cost differential from our aircraft insurer to review the ROI for such an investment. If the ROI can be realized in a reasonable time frame, MHD-Rockland will pursue this joint venture.

If you have any further questions, or need clarification, please do not hesitate to ask.

Kind regards,



Todd Falconer
Senior Program Manager
MHD-Rockland
Todd.Falconer@MHDRockland.com



3. Program Budget

(If additional space is needed, attach a word document with your entire answer.)

Estimated Costs and Sources of Funding: Include all applicable public infrastructure costs and other funding sources available to support the proposal.

1.) **Total Amount Requested** \$ 2,300,000
 Florida Job Growth Grant Fund

A. Other Workforce Training Project Funding Sources:

City/County \$ 554,000

Private Sources \$ 395,000

Other (grants, etc.) \$ 1,300,000

Please Specify: FDOT

Total Other Funding \$ 2,249,000

B. Public Infrastructure Project Funding Sources:

Construction \$ 2,050,000

Reconstruction \$

Design & Engineering \$ 125,000

Land Acquisition \$ -0-

Land Improvement \$ 125,000

Other \$

Please Specify: _____

Total Project Costs \$ 4,549,000

Note: The total amount requested must equal the difference between the workforce training project costs in 3. and the other Public infrastructure project funding sources in 2.



- C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

Please see Attachment: Page 6, Section 3-C "Budget Narrative"

4. Approvals and Authority

(If additional space is needed, attach a word document with your entire answer.)

- A. If the governmental entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?

The Bradford County BOCC has authorized submittal of this grant and is prepared to execute the contract once reviewed by County Attorney.

If board authorization is not required, who is authorized to sign?

- B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the governmental entity and the Florida Department of Economic Opportunity:

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.
- ii. State whether entity is willing and able to hold special meetings, and if so, upon how many days' notice.

BOCC meetings occur the 1st Monday & 3rd Thursday of the month. The BOCC is willing to hold a special meeting with at least 3 days notice in order to publicly notice the meeting.

- C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.

Please see Attachment: Page 6, Section 4-C "Evidence of Authority"



Attachment: Page 6, Section 3-C "Budget Narrative"

This grant will provide vital infrastructure upgrades to the airpark at Keystone Heights. Keystone Heights Airport and Bradford County have worked toward these airport infrastructure improvements for almost 5 years by cobbling together whatever financial resources could be identified. The need for high-speed Internet connectivity was identified in 2012. It has taken time and a great deal resourcefulness to obtain funds for both Internet improvements and the new West Side Airport Access Road. Currently there is only one way in and one way out of Keystone Airport. This is extremely dangerous for emergency responders who may have to respond to fires, medical emergencies or terrorism. The Florida Department of Transportation has funded Phase I new Airport West Side Access Road which is depicted on Map 2 in orange. Phase II will complete the portion in light blue as well as the short yellow section which intersects with Hwy. 100 which will provide the much needed additional access to the airport.

High-speed Internet is no longer a luxury; it has become a necessity in today's modern world of high-speed connectivity. Keystone Airport management and others have reported that calls from corporate prospects end once they are informed there is no high-speed Internet connectivity available. Although Bradford County has invested the following in Broadband, the actual conduit and connectors need to be installed along all of the new and existing airport access roads.

The following are Bradford County's Broadband Investments which have already been obtained for a total of \$554,000:

- Fiber Ring in Starke providing access to all county and city agencies. \$ 84,000.00

- 3 data communications towers providing high speed connectivity to all three remote sectors in the county. These towers also provide signal amplification and digitized VHF signals for backhaul to our 911 center. Tower in Keystone Heights provides high speed access to county operation located on premise \$400,000.00.

- Partnered with Santa Fe College to provide tower and colocation space at Keystone Heights. This provides transport service of high speed Internet and data to the college's three facilities in Starke. Santa Fe further utilizes our main Starke tower to distribute the data via wireless. This partnership has many in-kind benefits.

- High speed dual microwave connection from main tower in Starke to Ben Hill Griffin Stadium. This provides both primary and secondary high speed Internet connectivity. This connection is secured by both an Interlocal Agreement with the University of Florida as well as Bradford County being a full member in Florida LambdaRail. \$ 60,000.00 investment in equipment and \$ 10,000.00 in membership fee to Florida LambdaRail. Bradford County is the second county in the state to participate in LambdaRail, Palm Beach County being the first.

- ATT will be assisting with engineering design and will build out fiber at the airport as customer needs arise. This public/private initiative has in-kind benefits.

The new access road and Broadband will advance the opportunities for one of Bradford County's biggest asset. This grant would facilitate the expansion, retention and recruitment of targeted aerospace industries at this facility as well as in this region. The grant would specifically address

telecommunications and Internet service infrastructure, and the vital new access road improvements. This is highly beneficial not only to the Keystone Heights Airport but to the surrounding areas as well. The availability for these integral improvements would also be a driving force in promoting peripheral growth. The Keystone Heights Airport currently leases property to various operations, The College of Missionary Aviation, The Florida International Rally and Motorsports Park and a sky diving school. The Airport is also adjacent to an existing Residential Summer Camp (Camp Crystal Lake) for the Children of Alachua County that could possibly benefit from this grant. These facilities provide for corporate retreats, educational symposiums, training events for youth and adults as well as many other important functions.

MHD – ROCKLAND

The major employer at Keystone Heights Airport is MHD-Rockland which has made a number of investments to support their expansion. Rockland invest \$65,000 for improvements and updates to their existing building. Their general contractor has planned an 18,000 sq. ft. new hangar at a cost of \$1,400,000. They have installed 100/100 dedicated fiber optic at a cost of \$80,000. And a second addition to the component of the expansion is a Repair Station at a cost of \$500,000. In order to cut their insurance costs they have a \$400,000 investment in a multi-purpose building for fire protection, EMS and a small portion to house IT equipment. MHD-Rockland has already invested or budgeted for the investment listed for a total of \$2,445,000.

The estimated total cost of this project is \$6,599,000. With this award of approximately \$2,300,000 plus the combination of private and public-sector funding of \$4,549,000, the total project is funded. Please see Section 3, page 6 of the application, Items A. & B. for the breakout of funding.

The Keystone Heights Airport is uniquely positioned in that the airport campus covers two counties (Bradford and Clay counties) and one city (Keystone Heights); as a result, this project will directly benefit the job growth, local economies, and the residents of three communities. In particular, this project will enable existing airport-based businesses to benefit as well as enable a vast amount of highly developable land to be "opened-up" for business recruitment in at least three (3) Qualified Targeted Industries for the State of Florida including Aviation/Aerospace, InfoTech, and a range of potential Manufacturing and Advanced Manufacturing opportunities.

The Florida Department of Transportation has already funded multi-year awards for the "New West Side Access Road" for a total sum of \$1,300,000.

Without these important infrastructure improvements, the hard fought-for investments Bradford County, Florida Department of Transportation, MHD Rockland, and others have made will not be completed for some time. The Florida Jobs Growth Grant Fund is a one-time opportunity to advance the completion of two very significant infrastructure projects that will make Bradford County competitive on several different levels. It will provide Broadband to business customers at the airport, incentivize prospects to locate there and enhance airport administration activities. Our community cannot emphasize enough how important this project is! Please give every consideration to funding the project request for \$2,300,000.

Bradford County's Contribution Itemized

Starke Fiber Ring	\$84,000
Keystone Heights 911 Tower	\$400,000
<u>High-speed connection to Lambda Rail</u>	<u>\$ 70,000</u>
Sub-Total	\$554,000

MHD-ROCKLAND Contribution Itemized

Building Improvements	\$ 65,000
<u>Fiber Optic Improvements</u>	<u>\$ 80,000</u>
Sub-Total	\$145,000

College of Missionary Aviation

<u>Improvements to Keystone Airport</u>	<u>\$250,000</u>
Sub-Total	\$250,000

Florida Department of Transportation

<u>Funded "New West Side Access Road"</u>	<u>\$1,300,000</u>
Sub-Total	\$1,300,000

OTHER FUNDING TOTAL	\$2,249,000
<u>FJGGF REQUEST</u>	<u>\$2,300,000</u>

TOTAL PROJECT COSTS	\$4,549,000
----------------------------	--------------------

Attachment: Page 6, Section 4-C "Evidence of Authority"

- Bradford County Board of County Commissioners Resolution 2017-27

RESOLUTION 2017 – 27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A PUBLIC INFRASTRUCTURE GRANT PROPOSAL FOR THE FOR THE FLORIDA JOB GROWTH GRANT FUND; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID APPLICATION; AUTHORIZING SUBMISSION OF SAID PUBLIC INFRASTRUCTURE GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY/ENTERPRISE FLORIDA; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during its 2017 special session, the Florida Legislature established and funded at \$85 million the Florida Job Growth Grant Fund, a flexible, transparent economic development program used to promote public infrastructure and individual job training so as to encourage Florida as a destination for new and expanding businesses; and

WHEREAS, in or about the summer of 2017, the Board of County Commissioners of Bradford County, Florida was contacted by our economic development consultant, North Florida Economic Development Partnership, about the possibility of making a proposal to the State of Florida, Department of Economic Opportunity/Enterprise Florida seeking funds from the Florida Job Growth Grant Fund for the purpose of providing infrastructure, including internet, support to the Keystone Airpark; and

WHEREAS, representatives of the Keystone Airpark previously engaged with Bradford County staff for the purpose of discussing opportunities to provide improved infrastructure, including the provision of improved internet access, at the airport site, particularly with respect to the positive impact that would have on economic development in that region of Bradford County; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida has previously determined that the provision of improved internet connectivity to the area of Bradford County at

and around the Keystone Airpark would, in fact have a positive impact on economic development in that region and all of Bradford County; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida has previously directed staff to pursue funding and other opportunities related to infrastructure improvements and economic development opportunities; and

WHEREAS, following the direction of the Board of County Commissioners of Bradford County, Florida, Bradford County staff has worked diligently with representatives of the Keystone Airpark to assist their efforts in promoting economic development within Bradford County; and

WHEREAS, through the coordinated efforts of the North Florida Economic Development Partnership team and Bradford County Staff, a full and complete Public Infrastructure Grant Proposal was developed for submission to the State of Florida, Department of Economic Opportunity/Enterprise Florida which seeks funding for infrastructure improvements at the Keystone Airpark which will enable the provision of new and improved infrastructure, including access to internet infrastructure, to new and expanding businesses in Bradford County; and

WHEREAS, the Public Infrastructure Grant Proposal which was prepared and which is approved by this resolution accomplishes the goals of the Board of County Commissioners of Bradford County, Florida as articulated elsewhere herein; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the adoption of this resolution and the approval of the Public Infrastructure Grant Proposal together with the submission of the same to the State of Florida, Department of Economic Opportunity/Enterprise Florida 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 approving the Public Infrastructure Grant Proposal from the Florida Job Growth Grant Fund, which is attached hereto as Exhibit "1" and which is incorporated herein by reference; authorizing the Chairman of the Board of County Commissioners to execute said application; and authorizing the submission of said application to the State of Florida, Department of Economic Opportunity/Enterprise Florida; and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Approval of Public Infrastructure Grant Proposal.

The Board of County Commissioners of Bradford County, Florida hereby approves the Public Infrastructure Grant Proposal attached hereto as Exhibit "1."

Section 4. Authorization of the Chairman of the Board of County Commissioners to Execute Public Infrastructure Grant Proposal.

The Board of County Commissioners of Bradford County, Florida hereby authorizes its Chairman to execute the Public Infrastructure Grant Proposal document(s) as may be necessary to effectuate the submission of said proposal document(s) as provided for herein.

Section 5. Authorization to Submit Public Infrastructure Grant Proposal.

The Board of County Commissioners of Bradford County, Florida authorizes the submission of the attached Public Infrastructure Grant Proposal to the State of Florida, Department of Economic Opportunity/Enterprise Florida.

Section 6. 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 make available to the Chairman of the Board of County Commissioners the necessary document(s) and/or paperwork for execution as directed herein.

C. Staff is further and specifically directed to, following execution by the Chairman of the Board of County Commissioners, to ensure that all necessary steps are taken to ensure that the Public Infrastructure Grant Proposal is properly submitted to the State of Florida, Department of Economic Opportunity/Enterprise Florida.

Section 7. 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.

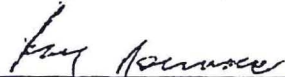
RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County,
Florida, with a quorum present and voting, this 5th day of September 2017.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA



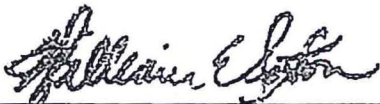
By: DANIEL RIDDICK, as its
Chairman

ATTEST:



By: RAY NORMAN, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



By: WILLIAM E. SEXTON, as
County Attorney

PUBLIC INFRASTRUCTURE GRANT PROPOSAL

I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described entity and to the best of my knowledge, that all data and information submitted in proposal is truthful and accurate and no material fact has been omitted.

Name of Governmental Entity: Bradford County Board of County Commissioners

Name and Title of Authorized Representative: Ross Chandler, Chairman

Representative Signature: *Ross Chandler*

Signature Date: 7/19/18



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
AND
CITY OF KEYSTONE HEIGHTS, FLORIDA

INTERLOCAL AGREEMENT
FOR
DEVELOPMENT, CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE
IMPROVMENTS AT THE KEYSTONE AIRPORT

EXHIBIT 2

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/) 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.

DEO Agreement No.: G0062

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

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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, 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

DEO Agreement No.: G0062

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 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, 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/).

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. 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

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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").

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

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

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

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

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

DEO Agreement No.: G0062

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:

DEO Agreement No.: G0062

- 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.

DEO Agreement No.: G0062

- 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 31st 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 31st 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 plansCopies of assessment reports, inspection report and engineering and design plans shall be submitted to DEO’s Agreement Manager.

DEO Agreement No.: G0062

- 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:

Deliverable No. 1: Construction Design		
Tasks	Minimum Level of Service	Financial Consequences
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.
Deliverable No. 1 Not to Exceed: \$120,000.00		
Deliverable No. 2: Environmental Permitting		
Tasks	Minimum Level of Service	Financial Consequences
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.
Deliverable No. 2 Not to Exceed: \$30,000.00		
Deliverable No. 3: Prepare Solicitation Documents for Roadway and Conduit		
Tasks	Minimum Level of Service	Financial Consequences
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.
Deliverable No. 3 Not to Exceed: \$10,000.00		
Deliverable No. 4: Geotechnical Analysis		
Tasks	Minimum Level of Service	Financial Consequences
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.

DEO Agreement No.: G0062

	Manager of a copy of the Geotechnical Engineering Report.	
Deliverable No. 4 Not to Exceed: \$9,100.00		
Deliverable No. 5: Survey		
Tasks	Minimum Level of Service	Financial Consequences
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.
Deliverable No. 5 Not to Exceed: \$21,000.00		
Deliverable No. 6: Construction of Access Roadway		
Tasks	Minimum Level of Service	Financial Consequences
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> <ol style="list-style-type: none"> a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion; e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion <p>Construction progress shall be evidenced by the following documentation:</p> <ol style="list-style-type: none"> a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; and b. Photographs of project in progress. <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>
Deliverable No. 6 Not to Exceed: \$1,619,900.00		
Deliverable No. 7: Solicitation and Recommendations for Engineer and Networking Consultant		

DEO Agreement No.: G0062

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.
Deliverable No. 7 Not to Exceed: \$5,000.00		
Deliverable No. 8: Determination of Project Targeted Needs		
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.
Deliverable No. 8 Not to Exceed: \$30,000.00		
Deliverable No. 9: Installation and Inspection		
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.
Deliverable No. 9 Not to Exceed: \$455,000.00		
TOTAL AMOUNT NOT TO EXCEED \$2,300,000.00		

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 31st 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/).

- 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.

DEO Agreement No.: G0062

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.

DEO Agreement No.: G0062

- 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.

DEO Agreement No.: G0062

- End of Exhibit A (SCOPE OF WORK) -

DEO Agreement No.: G0062

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

DEO Agreement No.: G0062

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): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
--	----	--
 - 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 10th Street
Jeffersonville, IN 47132

DEO Agreement No.: G0062

- 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):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

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):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- 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

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.

DEO Agreement No.: G0062

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.

- Remainder of Page Intentionally Left Blank -

DEO Agreement No.: G0062

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 -

DEO Agreement No.: G0062

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

DEO Agreement No.: G0062

EXHIBIT D

INTENTIONALLY OMITTED AND NOT PART OF THIS CONTRACT

EXHIBIT E

GRANTEE'S RESOLUTION

DEO Agreement No.: G0062

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/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
AND
CITY OF KEYSTONE HEIGHTS, FLORIDA

INTERLOCAL AGREEMENT
FOR
DEVELOPMENT, CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE
IMPROVMENTS AT THE KEYSTONE AIRPORT

EXHIBIT 3

Will Sexton

From: Frost, Beth <Beth.Frost@deo.myflorida.com>
Sent: Friday, February 15, 2019 11:29 AM
To: Christopher Thurow; evans.patricia@ccbg.com; dkirkland@keystoneairport.com; kornegay@keystoneheights.us; mhitt@keystoneairport.com
Cc: Brad Carter; Rachel A.Rhoden; Will Sexton; Ray Norman; Jim Farrell; jhendry@fsu.edu; dscholz@iog.fsu.edu
Subject: RE: Keystone Airport Florida Job Growth Grant

Good morning, Christopher. Based on recent conversations with Jeff Hendry, I have spoken with colleagues here at DEO regarding the issue of property ownership and maintenance of the proposed infrastructure at the airport. We do not anticipate any issues resulting from the current situation, although we recommend following through with an amendment to the interlocal agreement establishing the County's commitment to maintaining the infrastructure into perpetuity. We would like to get this Scope of Work finalized and begin the process of executing the contract so that you can begin working on the project. Can you give me an idea when you expect to submit your comments on the draft Scope of Work that we sent? Ideally, we would like to have those from you by the middle of next week so that we can start routing the final contract before the end of the week.

I'm looking forward to working with you on this project. If you ever have any questions or need any assistance, please don't hesitate to contact me.

Thank you,

Beth Frost, FCCM, Government Analyst I
Contracts and Grants Administration
Department of Economic Opportunity
107 East Madison Street, B-047
Tallahassee, Florida 32399
Phone: (850) 245-7390
beth.frost@deo.myflorida.com

From: Christopher Thurow [mailto:cthurow@bradfordcountyfl.gov]
Sent: Friday, February 15, 2019 10:47 AM
To: evans.patricia@ccbg.com; dkirkland@keystoneairport.com; kornegay@keystoneheights.us; mhitt@keystoneairport.com
Cc: Brad Carter <brad_carter@bradfordcountyfl.gov>; Rachel A.Rhoden <rachel_rhoden@bradfordcountyfl.gov>; Will Sexton <will_sexton@bradfordcountyfl.gov>; Ray Norman <Ray_Norman@bradfordcountyfl.gov>; Jim Farrell <jim_farrell@bradfordcountyfl.gov>; jhendry@fsu.edu; dscholz@iog.fsu.edu; Frost, Beth <Beth.Frost@deo.myflorida.com>
Subject: Keystone Airport Florida Job Growth Grant

Good morning all.....

I will be serving as the Project Manager/POC for the Job Growth Grant at Keystone Airport awarded to Bradford County BOCC. I know all of us are very excited about the potential of this wonderful asset and how we can further it's development!

Currently I am documenting the scope of work to be submitted to the DEO

and I may contact several of you for input and to coordinate resources.

Please refer any questions regarding the project to this email address or you may contact me at:

Office: 904-966-6377

Cell: 352-745-1415

Thank you all for your continuing efforts to make this important project a success.

Christopher Thurow Sr.
Director of Information Technology

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: May 16, 2019

AGENDA ITEM 6 (H):

Provide direction to Staff regarding potential amendment(s) to Section 53-1, Bradford County Code of Ordinances – Designated smoking area outside courthouse.

DEPARTMENT: County Attorney

PURPOSE:

Staff has received a request to consider an expansion to County Ordinance *Sec. 53-1. – Designed smoking area outside courthouse*, to include all county facilities.

ASSOCIATED COST(S): N/A

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

Sec. 53-1. - Designated smoking area outside courthouse.

- (a) *Definitions.* The following words, terms and phrases when used in this section shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bradford County Courthouse means the building itself; the areas surrounding the building, including the driveways beside and behind the building.

Public entrance means any means of ingress or egress which is used by the general public.

Smoking means possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product.

Smoking area means any designated area meeting the requirements of F.S., §§ 386.205 and 386.206.

- (b) *Intent.* It is the intent of this section to protect the public health, comfort and environment by creating areas in and around the courthouse that are reasonably free from tobacco smoke. It is also intended that this section shall allow smoking in designated area(s) only.
- (c) *Applicability.* All officers, employees, contractors, vendors, boards, commissions, authorities, other agencies and members of the general public.
- (d) *Posting of signs.* In order to increase public awareness, the maintenance department shall post "NO SMOKING EXCEPT IN DESIGNATED AREAS" signs as appropriate. Signs shall be approximately 12 by 18 inches with red letters on a black background. Signs may be commercially designed and/or purchased.
- (e) *Smoking prohibited.* Smoking is prohibited in all areas in and around the courthouse other than within a designated smoking area. "No Smoking" signs shall be posted to announce the parameters of the no smoking area. Tobacco waste receptacles shall be provided to enable smokers to extinguish tobacco products upon approaching the building.
- (f) *Designated smoking area.* Smoking shall be permitted under the trees in the area near the picnic table across the driveway on the south side of the courthouse only. Tobacco waste receptacles shall be provided to accommodate smokers and provide for the extinguishment and/or disposal of smoking materials. Future changes to add, delete or relocate designated smoking areas may be made from time to time by resolution.

(Ord. No. 2001-18, §§ 1—6, 9-10-01)

Editor's note— Ord. No. 01-06, adopted April 2, 2001, repealed the former § 53-1, which pertained to open fire burning and derived from Ord. No. 2000-06, §§ 1—5, adopted May 18, 2000; Ord. No. 2000-08, §§ 1—4, adopted June 27, 2001; Ord. No. 01-02, §§ 1—4, adopted Jan. 19, 2001; and Ord. No. 01-03, §§ 1—4, adopted Feb. 5, 2001. The provisions of Ord. No. 2001-18, §§ 1—6, adopted Sept. 10, 2001, have been codified as a new § 53-1 at the discretion of the editor.