

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

April 16, 2026

6:30 PM

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

AGENDA

1. Chair to call meeting to order.
2. Public Comments
 - Three (3) minutes per speaker;
 - State your name and address into the record before addressing the board;
 - Address your questions to the board, not county staff;
 - Refrain from demands for an immediate board response; Commissioners will not engage with speakers during public comments; and
 - No boisterous behavior, personal, impertinent, or slanderous remarks.

ACTION

3. Approval of Consent Agenda
 - A. Write-off for EMS accounts placed for collections and deceased patient accounts. Total write-off amount **\$133,855.36**.
 - B. Confirmation of (Burn Ban)
AN EMERGENCY ORDER ISSUED BY THE BOARD OF COUNTY, COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY AND IMPOSING A BURN BAN IN BRADFORD COUNTY, FLORIDA PURSUANT TO SECTION 252.38, FLORIDA STATUTES; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. (April 7, 2026 – April 13, 2026)
 - C. Amendment to the Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation. Reimbursement for maintenance and operation in the amount of \$27,318.
 - D. Inventory Surplus/Delete List.
4. Clerk Reports – Denny Thompson, Clerk to the Board and Clerk of the Circuit Court
 - A. Appoint a citizen member to serve on the Bradford County Value Adjustment Board.
5. Sheriff Reports – Gordon Smith, Sheriff
 - A. Lease for “Douglas” Property for the purpose of a Temporary ICE Detainment Facility.

6. County Manager Reports – County Manager, Scott Kornegay

A. State of the County Presentation

7. County Attorney Reports – Richard Komando

8. Commissioner’s Comments

9. Chair’s Comments

UPCOMING MEETINGS:

Board of County Commissioners: Tuesday, May 5, 2026 @ 9:30 AM

Budget Workshop: Thursday, May 21, 2026 @ 5:30 PM

Board of County Commissioners: Thursday, May 21, 2026 @ 6:30 PM

NOTICE:

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

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE: April 16, 2026

AGENDA ITEM: Write-off for EMS accounts placed for collections and deceased patient accounts.

DEPARTMENT: Fire Rescue

PURPOSE/DESCRIPTION: Request Board approval of write-off for accounts placed with NRA for collections (197) for \$122,958.21 and deceased patient accounts (33) for \$10,897.15. Total write-off amount = **\$133,855.36.**

ASSOCIATED COST(S): Costs are only incurred if payment is collected for an account; costs are the collection agency fee, at the contracted percentage, on the collected amount.

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

Call Summary

ACCOUNTS FOR W/O (EVENT FAWO)

Group By Current Schedule Report Category/Code ID

<u>Code ID</u>	<u>Description</u>	<u>Calls</u>	<u>Charges</u>	<u>Credits</u>	<u>Balance</u>
Report Category	WRITE-OFF PENDING				
DENP	DECEASED-NO PAYMENT EXPECTED	33	36394.00	25496.85	10897.15
		33	36394.00	25496.85	10897.15
Total for All		33	36394.00	25496.85	10897.15

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 16, 2026

AGENDA ITEM Confirmation of (Burn Ban)
AN EMERGENCY ORDER ISSUED BY THE BOARD OF, COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY AND IMPOSING A BURN BAN IN BRADFORD COUNTY, FLORIDA PURSUANT TO SECTION 252.38, FLORIDA STATUTES; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. (April 7, 2026 – April 13, 2026)

DEPARTMENT: Emergency Management

PURPOSE: This emergency order imposes a burn ban in Bradford County from April 7, 2026 – April 13, 2026

ASSOCIATED COST(S):

BUDGET LINE (G/L #):

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

EMERGENCY ORDER 2026-10

AN EMERGENCY ORDER ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY AND IMPOSING A BURN BAN IN BRADFORD COUNTY, FLORIDA PURSUANT TO SECTION 252.38, FLORIDA STATUTES; PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bradford County, Florida codified in Chapter 26 of the Bradford County Code of Ordinances (“the Code”) the authority to invoke the powers provided for in Chapter 252, Florida Statutes; and

WHEREAS, pursuant to Section 26-8(a) of the Code, the County Commission granted authority to the Chair of the Board of County Commissioners to declare a state of local emergency from time to time when it is determined that conditions exist giving rise to such a declaration; and

WHEREAS, pursuant to Section 26-8(d) of the Code, authorizes emergency declarations include the prohibition of open fires and other burn restrictions; and

WHEREAS, the Keetch-Byram Drought Index, a soil moisture measurement in which a measurement of 400 denotes a significant danger of fire, and has Bradford County currently measured at 591, with drought conditions expected to remain high to very high for the month of February; and

WHEREAS, The U.S. Drought Monitor is a joint effort of the National Drought Mitigation Center, U.S. Department of Agriculture, and National Oceanic and Atmospheric Administration. The U.S. Drought Monitor depicts the location and intensity of drought across the country using 5 classifications: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1–D4). The U.S. Drought Monitor denotes Bradford County Florida as: D1 – Moderate Drought 100%; and

WHEREAS, according to the National Weather Service in Jacksonville, Florida, Bradford County is currently experiencing weather conditions such as an unusually early season freeze, and recent above normal high temperatures that will lead to further drying of soil conditions with little rain on the horizon; and

WHEREAS, the current and forecasted weather conditions increase the probability of dangerous wildfires and a review of all relevant factors indicates the current conditions pose a severe threat to Bradford County, Florida; and

WHEREAS, on April 7th, 2026, Commissioner Carolyn Spooner, Chair of the Board of Bradford County Commissioners, issued this Emergency Order declaring a state of local emergency in Bradford County, Florida, and issuing a ban on burning which may lead to the loss of life and / or property.

NOW THEREFORE, the above recitals are hereby adopted and incorporated into this Emergency Order pursuant to the Code, Chapter 252, Florida Statutes, and to the authority provided this Emergency Order, dated April 7th, 2026, declaring a state of local emergency in Bradford County, Florida, and as follows:

- (1) A burn ban is imposed in the entirety of Bradford County, Florida.
- (2) The outdoor burning of yard trash, household paper products, bonfires, campfires, warming fires, outdoor fireplaces, chimeneas, and cooking fires is prohibited unless: 1) authorized by the Florida Forest Service; or 2) for the cooking of food exclusively within a contained gas or charcoal grill.
- (3) The setting of fires to any grass, brush, or forest covered land, is prohibited unless authorized by the Florida Forest Service.
- (4) Any person, firm, partnership or corporation who violates the provisions of this Emergency Order, unless an exemption is approved or granted by the Florida Forest

Service, shall be guilty of a second degree misdemeanor, punishable as provided in Chapter 775.083, Florida Statutes, or, in the case of individuals, the members of a partnership and the responsible officers and agents of an association or corporation, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.

PROCLAIMED and ORDERED for the period commencing on **April 7th, 2026**, and continuing through **April 13th, 2026**.

Board of County Commissioners
Bradford County, Florida



Carolyn Spooner, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 17, 2026

AGENDA ITEM Amendment to the Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation.

DEPARTMENT: Public Works

PURPOSE: Reimbursement for maintenance and operation (Fiscal Year 2026) in the amount of \$27,318

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

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

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

RECITALS

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

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

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

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

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

Bradford County, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

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

750-010-22
 TRAFFIC OPERATIONS
 04/23
 Exhibit A Page 2 of 3

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2027

BRADFORD COUNTY																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR100 at CR100A/SE144TH ST. - ICW			\$1,035															\$1,035
SR100 at CR235									\$417									\$417
SR16 at CR225			\$1,035															\$1,035
SR200, (US301) at SR 223 SOUTH OF STARKE	\$4,266						\$429.00				\$135							\$4,830
SR200, (US301) at SR 223 NORTH OF STARKE	\$4,266																	\$4,266
SR200, (US301) at CR 18	\$4,266																	\$4,266
SR200, (US301) at CR 227/SE 125 ST.	\$4,266																	\$4,266
Total Lump Sum Amount*																		\$27,318.00

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

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

760-010-22
TRAFFIC OPERATIONS
04/23
Exhibit A Page 3 of 3

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2027

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainerage or forfeiture) of \$27,318.00

Maintaining Agency _____

Date _____

District Traffic Operations Engineer _____

Date _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING APRIL 16, 2026

AGENDA ITEM CONSENT AGENDA:
INVENTORY SURPLUS/DELETE LIST

DEPARTMENT: CLERK OF COURTS

PURPOSE: SURPLUS INVENTORY

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: April 16, 2026

AGENDA ITEM _____ : Appoint a citizen member to serve on the Bradford County Value Adjustment Board.

OFFICE: Clerk of Court - VAB

PURPOSE:

Please be advised that the governing body of the county – BOCC – will need to appoint a new citizen member to replace Matthew Carlton who will no longer be able to serve on the VAB. A citizen member must not be a member or employee of any taxing authority in Florida, or represent owners, property appraisers, tax collectors or taxing authorities in any administrative or judicial review of property taxes.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 16, 2026

AGENDA ITEM Lease for “Douglas” Property for the Purpose of a Temporary ICE Detainment Facility

DEPARTMENT: BCSO

PURPOSE: BCSO Lease would provide the opportunity to move forward with negotiations with the federal government for a temporary ICE detainment facility. The facility would be capable of housing up to 3,000 detainees. The intention is for the site to be temporary housing for those detained during deportation processing by Immigration and Customs Enforcement. This proposal is revenue-neutral to Bradford County but would offer property and building improvements that would be retained by the County upon the closure of the facility.

Included in this packet:

- Lease Agreement with the Bradford County Sheriff's Office
- Memorandum: Mandatory Operational Requirements and Compliance Standards: Douglas Building Facility Transition

LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter the "Lease" or the "Agreement") is made and entered into by and between: the Board of County Commissioners of Bradford County, Florida "LANDLORD" 945 North Temple Avenue, Starke, Florida 32091; and the Bradford County Sheriff's Office, 945-B North Temple Avenue, Starke, Florida 32091, "TENANT".

The Landlord, for and in consideration of the Rents hereinafter to be paid by the Tenant to the Landlord, hereby demises and leases unto the Tenant, and Tenant hereby accepts, the premises located in Bradford County, Florida, comprised of approximately 100,000 square feet, and more particularly described as follows: 14281 US Highway 301 South, Starke, Florida, See Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises").

1. BASIC TERMS: The parties hereto, intending to be legally bound, agree as follows:

- A. Use. The Premises may be used by the Tenant as a federal detention facility.
- B. Term. The "Term" of this Lease shall be for five (5) years commencing on the first (1st) day of May 2026 and ending on the thirtieth (30th) day of April 2031. The "Term" of this Lease shall also include any extensions or renewals thereof. If at any time, the Premises is no longer used as a federal detention facility, this Lease will terminate within sixty (60) days.
- C. Rental. Tenant agrees to pay to Landlord as "Rent" or "Rental" for the above-described Premises, on an annual basis, at a rate of one thousand dollars (\$1,000.00) per year. If the Term of this Lease continues beyond the initial term of five (5) years, for each successive year thereafter, the Rent shall increase at a rate of three percent (3%) annually. The Rent for any partial month shall be prorated on a daily basis.
- D. Florida Taxes. In addition and if applicable, Tenant shall pay directly to the applicable taxing authority, any and all taxes due related to this Lease. At the time of the execution of this Lease, the Florida State Sales Tax for Bradford County is seven percent (7.0%); however, it is subject to change by governmental authorities.
- E. Options. After the initial Term, Tenant shall have a limited, nontransferable option to extend the Lease Term for five additional, five (5) year terms with the increases listed in Section 1.B. per year. The other terms and conditions of this Lease shall continue as provided herein. In order to exercise this limited option, Tenant must not be in default under the Lease and shall give Landlord written notice not less than ninety (90) days prior to expiration of the initial Term. If Tenant fails to give timely notice, time being of the essence, then this option shall terminate. Upon receipt of written notice from Tenant, Landlord in its sole discretion, may accept or reject Tenant's offer to extend the Term.
- F. Security Deposit. In that the Tenant is a Bradford County Constitutional Officer, the "Security Deposit" is waived for this Agreement
- G. Late Payments . If Landlord has not received the monthly rent payment or any other sum due within five (5) days of the due date, Tenant shall pay a service charge in addition to the Rent or other payment equal to five percent (5.0%) of the past due amounts, plus applicable Florida State Taxes. On the sixth (6th) day and thereafter a per diem service charge shall be due and payable that is the equivalent of the highest

non-usurious rate permitted by applicable law of such past due amounts until such past due amounts are paid in full. Such service charge shall be cumulative of any other remedies Landlord may have for nonpayment of Rent and other sums payable under this Lease. Such service charge is made to compensate Landlord for additional costs incurred by Landlord as a result of Tenant's failure to make a payment when due and is not payment for the extension of the due date of any payment.

- H. Taxes. If applicable, Tenant shall pay and be liable for all sales and use taxes and/or tangible personal property or other taxes (but not income taxes), if any, levied or imposed against the Landlord and relating to the Premises and/or levied or imposed against the Tenant's assets, Tenant's leasehold improvements, and created by any city, state, county or other governmental body having authority.

2. LANDLORD'S COVENANTS: the Landlord covenants and agrees as follows:

- A. Landlord has good title to the Premises and on the date of the execution hereof Landlord has full right and authority to lease the Premises for the Term specified herein.
- B. Subject to the terms and provisions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term provided.

3. TENANT'S COVENANTS: Tenant covenants and agrees as follows:

- A. Tenant shall pay Rent punctually as it shall become due without notice or demand by Landlord.
- B. Tenant has previously inspected the Premises, and Tenant hereby accepts the Premises in its present "AS-IS, WHERE IS" condition with all faults, upon the commencement of this Lease.
- C. Tenant will not allow, permit or suffer any noise, disturbance or nuisance whatsoever, nor allow any unhealthy, unsafe, unclean or untenable condition on the Premises which shall be detrimental to the Premises.
- D. Tenant shall comply with all applicable laws, ordinances, orders, rules and regulations of local, state or federal agencies or governmental bodies relating to the use, zoning, signage, condition or occupancy of the Premises.
- E. The Tenant may make alterations or changes in the Premises with the prior written consent of Landlord. Any leasehold improvements shall be completed by a licensed contractor and shall be the Tenant's responsibility and all expenses thereof shall be paid by Tenant. Tenant will provide Landlord with proof that all work done and all materials have been paid for in full and will warrant that no construction liens will be placed against the Premises.
- F. No signs, door plaques, advertisements, or notices shall be displayed, painted, altered or affixed by Tenant on the premises or any part of the development where the Premises are located or the parking facilities without the prior written consent of Landlord. The color, size, shape, character, style, design, material, illumination, and placement must be approved in writing in advance by the Landlord and shall be subject to any applicable governmental laws or regulations.
- G. Tenant agrees that all merchandise, boxes, furniture, equipment, displays, refuse and debris, etc., shall be kept in the Premises upon delivery and that Tenant will keep the

exterior of the Premises, including all common passageways, sidewalks, alley ways and entrances, free from same.

- H. Tenant shall refrain from any use that would damage the premises.
- I. Tenant shall refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
- J. Landlord or Landlord's authorized agent, with reasonable prior notice, may enter and view said Premises, during normal business hours, and make any repairs which in Landlord's opinion may be necessary. Landlord may also accompany or send prospective tenants or purchasers through the Premises after reasonable prior notice to Tenant.
- K. Tenant agrees not to assign this Lease or sub-let the premises or any part thereof without the Landlord's prior written consent and said consent shall be granted or withheld in the sole discretion of the Landlord.
- L. Tenant agrees to vacate the Premises and to return all keys directly to Landlord upon the expiration of the Term leaving Premises "broom clean" and in good repair, normal wear and tear excepted.
- M. Tenant shall not subject the Premises or any interest of Landlord therein to any construction lien or other liens, any construction lien or other liens be filed against the Premises or any part thereof for any reason whatsoever, due to Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause same to be cancelled and discharged of record, by bond or otherwise, within ten (10) days of notice from Landlord. Each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant further agrees to save and hold Landlord harmless from any and all loss, cost, expense or attorneys' fees based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises.

4. UTILITIES.

The Premises are separately metered, and Tenant agrees to pay any and all costs and expenses of utility and other services to the Premises including: electricity, telephone, internet service, cable television service, security alarm, water, sewer, gas, pest control and extermination. Tenant shall also pay the cost of transfer, hook up and reinstatement of such utilities.

5. REAL ESTATE TAXES. If applicable, Tenant shall pay all applicable ad valorem real estate taxes duly assessed on said Premises during the Term of this Lease, and any extensions hereof.

6. REPAIRS AND MAINTENANCE AND IMPROVEMENTS.

A. Except those items for which Landlord is expressly responsible under this Lease, Tenant agrees to maintain, replace or repair at its own expense the Premises and keep every part thereof in good, clean and sanitary condition, including but not limited to: all windows, glass and plate glass, interior doors, exterior doors, interior and exterior door locks; plumbing pipes and fixtures within the Premises; keeping plumbing pipes, fixtures and drains free and clear of clogs and obstructions; electrical wiring and fixtures within the Premises; electric light fixtures, bulbs, lamps and tubes; roof, gutters, downspouts, foundation, structural walls; interior walls and painting; floors and floor coverings; water

heater; fire extinguishers; the heating and air conditioning system, normal maintenance, recharging, grass, landscaping, trees; and parking area.

B. Landlord agrees to maintain and repair electrical service up to the building including the electric meter, water and sewage lines up to the building including the water meter.

C. The Landlord shall not be obligated to make or pay for any repairs to the Premises caused or made necessary by the fault, act or negligence of the Tenant, or any of its employees, contractors, subcontractors, agents, invitees, licensees or customers and same shall be the sole responsibility of Tenant.

D. Landlord and Tenant agree that all buildings and improvements now or hereafter located or constructed on the Premises, all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall be the property of Tenant during the term of the Lease. Upon the expiration or early termination of this Lease, all of such buildings and improvements and all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall automatically belong to the Landlord without compensation to Tenant. Upon such Lease expiration or early termination, Tenant shall execute and deliver to Landlord such Bills of Sale, Quit Claim Deeds and other documents as Landlord deems reasonably necessary to evidence such ownership by Landlord. All other equipment and personal property of Tenant, excepting fixtures permanently affixed to the Premises, shall remain the property of Tenant and may be removed from the Premises by Tenant upon the expiration or early termination of the Lease; provided, however, Tenant shall repair all injury caused to the Premises by the removal of such equipment and personal property.

7. INSURANCE.

A. Tenant shall procure, at its own expense, and at all times during the Term of this Lease continue in full force and effect, a public liability insurance policy, protecting Landlord and Tenant, jointly and severally, against any and all claims for injury to persons, including death, and for damages to property occurring in, upon or about the Premises and the improvements thereon, and every part thereof. The amount of such insurance shall be determined by Tenant but shall not be less than one million and 00/100 dollars (\$1,000,000.00) combined single limit coverage per year. Tenant shall also carry, at Tenant's expense, insurance covering Tenant's loss of use of the Premises.

B. Landlord shall, at its own expense, procure and maintain, at all times during the Term of this Lease, wind, fire, explosion, storm, vandalism, theft and extended hazard insurance coverage on the structures upon the Premises. Landlord shall provide evidence of all such insurance to Tenant upon request.

C. Insurance coverage upon Tenant's furniture, fixtures, equipment, computer system, tools, inventory, merchandise, leasehold improvements, signs, assets and property located in or about the Premises shall be provided by Tenant and shall be Tenant's responsibility and expense.

D. Copies of all insurance policies required hereunder, together with receipts for payment of premiums, shall be delivered to Landlord prior to the Term of this Lease. Not less than fifteen (15) days prior to the expiration date of any such policies, copies of renewal policies and evidence of the payment of renewal premiums shall be delivered to Landlord. All such original and renewal policies shall provide for at least thirty (30) days written

notice to Landlord before such policy may be cancelled or changed to reduce the insurance coverage provided hereby.

8. HAZARDOUS SUBSTANCES.

A. To the extent permitted by Florida law, Tenant hereby agrees to indemnify Landlord and hold landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence, escape, seepage, leakage, spillage, discharge, emission, discharging or release, from, on or under the Premises, of any hazardous Substance (as defined below) including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under The Clean Water Act, The Clean Air Act, The Toxic Substances Control Act, The Comprehensive Environmental Response Compensation and Liability Act of 1980, any federal, state or local "Superfund" or "Superlien" laws, statute, ordinance, code, rule, regulation, order or decree regulating (with respect to or imposing liability, including strict liability) substances or standards of conduct concerning any Hazardous Substance, due to Tenant's act or omission or the act or omission of Tenant's employees, agents, officers, guests, customers, vendors, suppliers, trespassers and/or invitees.

B. For purposes of this Lease, "Hazardous Substances" shall be defined as and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereinafter in effect.

9. DAMAGE TO PREMISES.

A. If the Premises are damaged by wind, fire, storm, explosion, vandalism or any other cause, such that the time of restoration, as reasonably estimated by Landlord, equals or exceeds ninety (90) days, then Landlord or Tenant may, no later than ten (10) days following the damage, give the other party notice of election to terminate this Lease. In the event of this election, this Lease shall terminate on the tenth (10th) day after the giving of notice, and Tenant shall surrender possession of the Premises within such time. In the event that neither party gives notice of termination, then in that event, Landlord shall restore the Premises with reasonable promptness, using all available insurance resources, subject to delays in the making of insurance adjustments by Landlord. Landlord shall not be required to restore or replace Tenant's fixtures, improvements, signs, assets and property.

B. If the time of restoration as reasonably estimated by landlord amounts to less than ninety (90) days, this Lease shall not be terminated, and Landlord shall restore the Premises with reasonable promptness, subject to delays in the making of insurance adjustments by

Landlord. Landlord shall not be required to restore or replace Tenant's fixtures, improvements, signs, assets and property.

C. In any case in which use of the Premises is affected by any damage to the Premises, there shall be either an abatement or an equitable reduction in Rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purposes for which they are leased. If the damage results from Tenant's fault or negligence or by Tenant's employees, agents or by persons under Tenant's control or on the Premises at Tenant's invitation, Tenant shall not be entitled to any abatement or reduction of Rent, except to the extent that Landlord receives the proceeds of Tenant's loss of use insurance in lieu of Rent.

10. DEFAULT AND REMEDIES: Landlord and Tenant mutually agree as follows:

A. If Tenant fails to pay any installment of Rent or penalty for late payment thereof or tax thereon or any part thereof or any other cost, expense, charge or payment provided for in this Lease, within five (5) days of written notice, then Landlord shall have the following cumulative, nonexclusive remedies in addition to any other remedies available at equity or under the laws of the State of Florida:

(i) With or without terminating the Lease, Landlord may, without further notice or demand, re-enter and take possession of the Premises. If Landlord relets the Premises for a lesser term or upon less favorable of provisions than are contained in this Lease, Tenant shall be responsible for the amount of such loss to the Landlord.

(ii) With or without terminating the Lease, Landlord may, without further notice or demand, re-enter and take possession of the Premises, levy and distrain for such Rent, together with all costs and attorneys' fees, upon the furniture, fixtures, equipment, property, assets, inventory, supplies, goods and chattels in and about the Premises.

(iii) With or without terminating the Lease, Landlord may demand the remainder of the Rent for the entire balance of the Term and may exercise any other remedies herein provided to enforce the collection thereof. Landlord shall give Tenant written notice of exercise of this provision and Tenant shall have a ten (10) day period in which to pay said entire unpaid Rental.

(iv) With or without terminating this Lease, Landlord may immediately or at any time thereafter retain for its own account Tenant's Security Deposit as full or partial liquidated damages.

B. If Landlord or Tenant shall breach or fail to perform any of the other provisions, covenants, repairs or maintenance as set forth in this Lease and such violation shall not be corrected or remedied within ten (10) days after written notice to the other Party, this Lease shall have the same remedies as set forth under Section 10(A), et sequitur, above.

C. If Tenant shall abandon or vacate any substantial portion of the Premises, whether or not Tenant is in default of the Rental payments due under this Lease, Landlord shall have the same remedies as set forth under Section 10(A), et sequitur, above.

D. If there occurs the filing by or on behalf of Tenant of a petition or other filing seeking to take advantage of any bankruptcy or other insolvency law; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or shall make an assignment

for the benefit of creditors, landlord shall have the same remedies as set forth under Section 10(A), et sequitur, above.

E. If this Lease or the interest of Tenant hereunder shall be transferred or assigned in a manner other than herein permitted, Landlord shall have the same remedies as set forth under Section 10(A), et sequitur, above.

11. ATTORNEYS' FEES; WAIVER OF JURY TRIAL.

A. In the event of any litigation, arbitration, mediation, action by legal counsel or collection effort arising in any manner hereunder (whether or not suit be brought), the prevailing party (or substantially prevailing party) shall be entitled to recover all court costs and reasonable attorneys' fees, including those arising from an appeal or a bankruptcy.

B. IN THE EVENT OF LITIGATION BETWEEN THE PARTIES, THE LANDLORD AND THE TENANT ACKNOWLEDGE AND AGREE, FREELY AND VOLUNTARILY, THAT THEY WILL REQUEST A TRIAL TO A JUDGE AND NOT A TRIAL TO A JURY.

C. Notwithstanding Section 11(A) hereinabove, the Tenant shall pay all of the Landlord's reasonable attorneys' fees and court costs incurred in any Tenant bankruptcy proceeding which shall include, but shall not be limited to, filing proofs of claim, actions to obtain relief of stay or secure adequate protection, meeting of creditors and any adversary action in bankruptcy, including appeals.

12. NOTICES. All notices or other communications required or permitted under the terms of this Lease shall be in writing and shall be deemed given upon: (i) hand delivery with a signed receipt, or (ii) one (1) day after deposit with a regularly operating national overnight express courier service, or (iii) four (4) days after deposit of same in the United States Certified Mail, Return Receipt Requested, first class postage and registration fees prepaid and correctly addressed to the parties at their respective addresses set out hereinabove or to such other address as any of the parties hereto may designate by notice as provided herein to the others. Refusal to accept or claim such notice or communication, as delineated in this Section, shall constitute "notice" for purposes of this Lease.

13. WAIVER OF SUBROGATION. Landlord and Tenant hereby waive and release any and all rights, claims, demands and causes of action each may have against the other on account of any loss or damage occasioned to Landlord or to Tenant (as the case may be), their respective businesses, real and personal properties, the Premises, the building in which the Premises are located, or its contents, arising from any risk or peril covered by any insurance policy carried by either party. Inasmuch as the above mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereby agrees immediately to give to its respective insurance companies written notice of the terms of such mutual waivers and to have their respective insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of waivers.

14. HOLD HARMLESS.

A. Landlord shall not be liable to Tenant, Tenant's employees, agents, invitees, licensees, trespassers, customers, contractors, subcontractors or visitors, or to any other person, for any injury to person or damage to property on or about the Premises caused by the condition of the Premises, or by the negligence or misconduct of Tenant, its agents, employees, customers, invitees, licensees, trespassers, visitors, contractors, subcontractors or of any other persons entering upon the Premises under express or implied invitation by Tenant.

B. Subject to the limitations set forth in Section 768.28, Florida Statutes, and without waiving the sovereign immunity of either Party, Tenant shall indemnify and hold harmless said Landlord from any and all claims, suits, actions, damages or causes of action arising during the Term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the Premises, by reason or as result of Tenant's occupancy thereof, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, attorney's fees and expenses due to such claims, suits, actions, damages or causes of action.

15. GENERAL PROVISIONS.

A. Wherever the context so admits or requires the terms used herein shall include the singular or the plural form, the masculine gender or the feminine gender, or the heirs, personal representatives, successors or assigns of those named herein.

B. Landlord's forbearance of any right or privilege hereunder or waiver of any breach of a term or condition hereof shall not be deemed to be a permanent waiver of such right, privilege, term or condition and same shall remain in full force and effect.

C. Pursuant to Section 404.056, Florida Statutes, the following disclosure is made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

D. It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between the parties. There is no other agreement, verbal or otherwise, between the parties other than that contained herein, and this Agreement shall not be amended or modified except by an instrument in writing duly executed by all parties.

E. Time is of the essence in the performance of each of the covenants, conditions and provisions contained in this Agreement.

F. Every clause and provision of this Lease is intended to be severable. If any clause or provision of this Lease is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of any clause or provision of this Lease that is determined to be illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in

terms to such illegal, invalid or unenforceable clause or provision as may be possible also and be legal, valid and enforceable.

G. This Agreement and its burdens and benefits shall inure to and shall be binding upon the successors, assigns, heirs and personal representatives of the parties hereto.

H. Any litigation brought by any party under this Agreement, or any exhibit, shall only be brought in the courts of Bradford County, Florida, and each party waives their right to have such litigation brought in any other jurisdiction.

I. Tenant shall not record this Lease without the prior written consent of Landlord. However, the Landlord may execute a memorandum or so-called "short form" of this Lease for the purposes of recordation pursuant to Section 713.10, Florida Statutes, as amended.

J. This Agreement is not effective or binding upon either party until manually executed with the original signatures of both Landlord and Tenant. No pattern of dealing, acquiescence, indication, affirmation, "meeting of the minds", correspondence or electronic mail shall supplant or supersede original signatures on this Agreement.

K. This Agreement shall be construed, governed and enforced according to the laws of the State of Florida.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the last day and year above written.

LANDLORD:

Bradford County Board of County Commissioners

BY:

Carolyn Spooner, Chair

ATTEST:

BY:

DEPUTY CLERK

TENANT:

Bradford County Sheriff's Office

BY:

WITNESS

WITNESS

OFFICE OF THE SHERIFF OF BRADFORD COUNTY

MEMORANDUM

TO: Board of County Commissioners
FROM: Sheriff Gordon Smith
DATE: April 15, 2026
SUBJECT: Mandatory Operational Requirements and Compliance Standards:
Douglas Building Facility Transition

Honorable Commissioners,

As we move forward with the potential transition of the Douglas Building into a designated ICE detention facility, my primary concern remains the safety of our community, the security of the site, and the integrity of our infrastructure. To ensure this project meets the rigorous demands of federal detention standards while remaining a responsible neighbor to those who live near the proposed facility and the City of Starke, the following items are classified as **non-negotiable priorities**.

1. Regulatory Approvals and Environmental Clearances

Before any physical work commences or further obligations are made, the project must satisfy the oversight of both federal and state authorities:

- **Department of Homeland Security (DHS):** No phase of this transition shall move forward without the express written approval and site authorization from DHS.
- **Department of Environmental Protection (DEP):** All potential environmental impacts must be mitigated, and the facility must receive full clearance regarding the DEP concerns and documented issues.

2. Utility Infrastructure & Waste Management

The anticipated occupancy load requires a robust upgrade to the current waste management system to prevent municipal interference or environmental hazards.

- **City of Starke Connections:** Full integration with city water and sewage is required.
- **Duplex Submersible Pump Station:** The facility must utilize a commercial-grade duplex submersible pump station. This redundancy ensures that if one pump fails, the secondary unit maintains operational continuity.

- **Grinder Pumps:** To mitigate the high risk of system clogs common in correctional settings, heavy-duty grinder pumps must be installed on all primary sewage lines.

3. Perimeter Privacy and Sound Mitigation

Maintaining the "quiet enjoyment" of the surrounding area for our residents is essential.

- **Screening:** All fenced areas must be outfitted with high-density privacy screening to obscure direct line-of-sight and buffer operational noise.

4. Life Safety and Facility Standards

I am requesting a formal assurance that the Douglas Building will be held to the highest safety benchmarks.

- **Fire Suppression:** Installation of a comprehensive fire suppression system meeting all standard code requirements.

- **Pre-Occupancy Certification: Assurance is required** that the Douglas Building is brought into compliance with all required standards prior to the housing of any human detainees.

5. Community Aesthetics and Landscaping

The facility must not serve as a visual blight to the community or those traveling through our area.

- **Landscaping:** The exterior entrance must be professionally landscaped to create a calming and aesthetic environment for the community.

Sheriff's Position: My office will monitor the progress of these requirements closely. We owe it to the citizens of this county to ensure that this facility operates with the highest mechanical reliability and the lowest possible impact on our local infrastructure and quality of life.

Respectfully,

Sheriff Gordon Smith

“We Care”

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: April 17, 2026

AGENDA ITEM Annual State of the County Presentation

DEPARTMENT: County Manager's Office