



Board of County Commissioners - Regular Meeting

Tuesday, July 20, 2021 at 9:00 am

**34 Forbes Street, COURTHOUSE ANNEX, COMMISSION
MEETING ROOM**

*The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. **Any handouts (information) for distribution to the Commission must be submitted to the Board Secretary (Clerk's Office) or to the County Coordinator on or before the Thursday prior to that Tuesday's meeting. Failure to do so will result in your removal from the agenda or a delay of any action relating to your request until a future meeting.***

Meeting Information

Effective May 4, 2021, the general public will be allowed in the commission meeting room for regular meetings. The Board of County Commissioners encourages the public to continue the use of the livestream link or Zoom. Those wanting to view the meeting can use the livestream link <https://facebook.com/forgottencoasttv/> or go to Forgotten Coast TV's Facebook Page. You do not need a Facebook account to view Facebook live. The livestream feed will promptly start 5 minutes before the meeting commences. Those wanting to participate virtually during the meeting should use the Zoom log-in/call-in information provided below. There is a link to a list of videos and Getting Started Resources on the main "Agenda and Minutes" webpage for those unfamiliar with Zoom. If you are experiencing any issues with the livestream or Zoom, call (850) 653-9783 option 3 or 2 for assistance.

To join Zoom via computer, use the link <https://zoom.us/j/97669430612> on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626- 6799 or (929) 205-6099 and enter ID number (976 6943 0612#). All attendees are muted by default.

If you would like to speak during the meeting in-person or via Zoom, you are required to complete the virtual speaker card

(<https://www.franklincountyflorida.com/virtual-speaker-card/>). This card must be submitted to the County Commission Administrative Office prior to the start of the meeting in order for you to speak during the meeting.

During "Public Comments" you may comment on a non-agenda item or a non-action item for up to 3-minutes when recognized by the Chairman.

You may also address the Commission on an agenda action item for one minute (which may change based on the number of speakers waiting to comment) during the meeting after a motion has been seconded and you are recognized by the Chairman.

*Once recognized by the Chairman, if you are on Zoom with a computer or smart device select the 'raise hand' icon. If you have dialed in to the meeting by phone press *9 to raise your hand, then *6 to unmute.*

Public engagement is important to us and use of Zoom for public participation is still a new process. We appreciate your understanding.

1. Call to Order

2. Prayer and Pledge

3. Approval of Minutes

June 15, 2021 Regular Meeting

June 15, 2021 Workshop

July 6, 2021 Regular Meeting

4. Payment of County Bills

5. Awards and Recognitions

a. 2021 Dixie Softball - Darlings

6. Public Comments

*This is an opportunity for the public to comment on a non-agenda or non-action agenda item. When you are recognized to be heard by the Chairman, please adhere to the 3-minute time limit. *

Constitutional Officers

7. Superintendent of Schools - Steve Lanier

Note: Due to a last minute schedule conflict, Mr. Lanier will be rescheduled to an August BOCC meeting.

Mr. Lanier will update the Board on the School District's TRIUMPH projects and the "Adult" Vocational classes.

8. Clerk of Courts - Michele Maxwell - Report

Department Directors Reports

9. Superintendent of Roads and Bridges - Howard Nabors

Informational Item:

1. Detail of Work Performed and Material Hauled by District (agenda packet)

10. Solid Waste Director - Fonda Davis

Informational Item:

1. Right-of-Way Debris Pickup / Recycle Material Hauled (Agenda Packet)

11. Emergency Management Director - Pam Brownell

Action Items:

1. Opening of RFP for Debris Management and Removal Services.
2. Opening of RFP for Debris Monitoring Services.
3. Board approval of scoring committee for the above-mentioned RFP's. The Scoring committee will return to the board with the selection of contractors for approval. The committee will include: Jennifer Daniels, Pamela Brownell, and Fonda Davis.
4. Request the Boards approval to use the old workcamp warehouse building for a County Staging area. The roof will need to be repaired and electrical ran to the building.

Informational Items:

1. 07/08/2021 EOC Director met with Ray Appen, Commissioner Boldt, and Ken Jones regarding Dog Island Debris Plan.
2. Franklin County rescinded the voluntary evacuation order for Dog Island, Ball Point and Alligator Point for Hurricane Elsa.
3. EOC Staff attended conference calls and webinars for Hurricane Elsa from 07/02/2021-07/07/2021.
4. EOC staff continue to update plans and contracts for Franklin County.
5. 07/15/2021 EOC Staff delivered Message Board Sign to Franklin County Courthouse advertising street to become 2 way.
6. 07/27/21 EOC Staff will be attending the Onboarding Webinar for EMPA, EMPG and EMPG-ARPA Grants for 2021-2022.
7. 07/23/21 EOC Staff will complete IPAWS Required monthly testing.
8. EOC Staff has delivered Messages boards to the Dollar Store in Eastpoint and the IGA in Carrabelle reminding everyone to sign up for Alert Franklin.

12. Extension Office Director - Erik Lovestrand

Informational Items:

General Extension Activities:

1. During this period, the Extension office assisted citizens on topics of plant identification, insect pest identification, plant disease, control of invasive weeds, and more.
 2. Extension Director presented a webinar online on the importance of Temporary Wetlands for many native amphibians.
 3. Extension Director attended a Friends of the Reserve board meeting.
 4. Extension staff met with representatives from UF who are coordinating the implementation of the pilot telemedicine project in select Extension offices.
 5. Extension Director participated in a quarterly Natural Resources Program team Zoom meeting.
 6. Extension Director participated in District-wide CED meeting with the District Director.
 7. Extension Director participated in statewide FL Sea Grant agent meeting via Zoom.
- Sea Grant Extension:

8. Extension Director taught a class at Camp Timpooshee on sharks and shark teeth as part of a “Florida Sea Grant Day” at the camp. Camps are still not hosting residential campers this summer, due to Covid.

4-H Youth Development:

9. Local 4-H shooting sports club was successful in receiving a grant from the NRA Foundation Teach Freedom grant program to purchase needed archery equipment and supplies.

Family and Consumer Sciences:

10. Family Nutrition Program assistant continues providing nutrition programming in local schools and is assisting with Gulf County FNP programming as they seek to fill a vacant position.

Agriculture/Home Horticulture:

11. The final Master Gardener class with 12 students has been completed as part of a 13-week course to become Franklin County Master Gardeners. Graduates have begun hosting weekly plant clinics at the Extension office on Wednesdays from 10-noon to answer questions for walk-in visitors on gardening and home horticulture issues.

Other Reports

13. Interim Airport Manager - Ted Mosteller

Good Morning Commissioners,

Continue to be busy.

FYI: Our Airport Manager committee is still meeting and will have a report soon.

FYI: The runway/ramp light electric vault generator fuel tank has been cleaned and some 200 gal of fresh diesel fuel added (—should be filled later to reduce condensation —approximately 400 gallon total capacity), and new battery installed. Successfully-- manually ran and carried load. Still needs control board unit, coolant sensor system and injector pump problem repaired for automatic operation.

FYI: It appears there is some \$100,000 excess funding after the PAPI lights in the lighting project—I tried to tap these monies for the generator replacement. Even though the generator powers the lights—at first FDOT was receptive however discovered could not be used because is not in the description (scope) as the PAPI’s are. These excess monies are lost.

However, there is funding in the storm water and drainage grant that FDOT agrees to use. AVCON is preparing an application to this effect—if you are agreeable.

FYI: As an update—I spoke with Pam again concerning EOC funding for the generator—word appears to be six months to a year.

FYI: Also to reiterate—I have found no one yet--who has a new suitable generator in stock for immediate delivery. There is a two to six month back order on generator delivery—depending on the vendor. This delay would start after the project is bid and awarded.

FYI: Some other issues currently working on:

Airport Manager Duties, etc report. Update.

Flight Obstruction Clearance.

Fuel Farm, Mogas, etc.

EOC

Prospective list in excess of 12 waiting for T hangars.

Prospective tenant for a box hangar.

Review of leases—(FDOT) including revenue flow and use of facilities.

Equipment inventory (including repair and maintenance)

Shelter for airport equipment.

Building maintenance--Leaking roofs, etc.--Electric service for T hangars

Flight operations counter

NDB

Security Plan

Note on the generator repair quote:

The new battery listed was backed out (not included) in the quote.

The mechanic (Clint) reports that two hour injector troubleshooting is built into the quote. The injector parts (if needed) are not included—and will be extra. I understand that a worse case scenario quote is forthcoming for the injector pump.

Also there is a two week time on receiving the aftermarket control board.

FYI: I was requested to address the monthly meeting of the local EAA chapter on Saturday morning (7/10/21) at the airport. Among the usual issues of concern from the members were mogas availability at the fuel farm, self-serve avgas, electricity for the T hangars, maintenance on T hangars, waiting (availability) on a T hangar,

FYI: Randall Terry called me Tuesday evening (7/13/21) to report that the key pad to the FBO gate was inoperative. I checked it out and posted a sign to use the "T Hangar gate for entrance. After conferring with Michael—I replaced the key pad Wednesday morning.

FYI: Pam informed that there apparently is a water leak near the EOC--serving the 60 x 60 hangar and the EOC. The city was called who reported that the sewage lift station was not working. Randall Terry confirmed that there is electric in the 60 x 60—which supplies electric to the lift station. After conferring with Michael, I have called three different plumbers with neither calling back as of Saturday morning—will try again Monday.

Respectfully,

Ted Mosteller

14. American Rescue Plan Consultant - Traci Buzbee

American Rescue Plan Update

Presentations and Requests

15. Evergreen Solutions

Employee Pay and Classification Plan Presentation

16. Request For Proposals - Disaster Debris Monitoring Services

Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District intend to enter into an agreement with a qualified contracting firm to provide services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District.

This RFP is to solicit competitive sealed proposals from qualified firms, businesses, or individuals for the provision of Disaster Debris Monitoring Services to assist Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District here after referred to as “the Entities”, with Disaster Debris Removal and Disposal Services.

It is the intent and purpose of the Entities that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the Entities if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

17. Request For Proposals - Disaster Debris Removal and Disposal Services

Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District intend to enter into an agreement with a qualified contracting firm to provide services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District.

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18. Request For Sealed Bids - Timber Island Road Resurfacing Project

The Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

TIMBER ISLAND ROAD RESURFACING PROJECT - FPID NO. 446636-1-54-01

Project is located in Franklin County, Florida and consists of approximately 0.90 miles of widening and resurfacing, striping, signs, and grassing along Timber Island Road in Franklin County.

19. Fiscal Manager/Grants Coordinator - Erin Griffith

Action Items:

1. BOARD ACTION: Approval of AVCON Task Order, Airfield Pavement Aprons Rehabilitation Project

Franklin County has been awarded a Transportation Regional Incentive Grant to rehabilitate and repair the general aviation aprons for Runway's 6-24 and 14-32, Taxiways A and B. Airport Engineers AVCON have submitted the attached task order #8 to bring this project to completion.

Board action to approve the attached task order #8 for the Airport Pavement Rehabilitation Project.

2. BOARD ACTION: Approval of Edward Byrne Memorial Justice Assistance Meth Grant Application (Sheriff's Department Grant)

The Sheriff's Department has applied for an Edward Byrne Memorial Justice Assistance Grant to combat Meth distribution and abuse. The attached grant award is \$48,100 and will be used to fund overtime for K-9 and patrol deputies, purchase an infrared low light surveillance camera, ocular technology, and automated license plate readers to assist in meth initiative operations.

Board action to authorize the chairman to sign the Acceptance of Federal Funding Assistance for the Sheriff's Department Meth Initiative JAG Grant.

3. BOARD ACTION: Approval of E911 Rural Grant Agreement (Sheriff's Department Grant)

The Sheriff's Department has received a Rural and State E911 Grant for the annual map and system maintenance of the E911 system. The attached grant agreement is for \$34,366.21.

Board action to authorize the chairman to sign the Rural and State Grant Agreement 20-04-06 for the Sheriff's Department.

4. BOARD ACTION: Approval of proposed public hearing dates in September for the 2021/2022 Annual Budget

The budget workshops have been scheduled for Thursday, July 29th and Friday, July 30th. Upon conclusion of those meetings, the BOCC will authorize a millage rate that will go out on the TRIM (Truth in Millage) notices. The proposed millage rate that appears on the TRIM notice will be the maximum rate for the upcoming fiscal year barring rare circumstances. At this time, the preliminary 2021 county millage rate needed to fund the upcoming budget is 5.4707 which is less than the current millage rate of 5.7761 but greater than the rolled-back rate by 1.33%. To be compliant within the Florida Department of Revenue's TRIM Process Timetable, the public hearing dates for the county budget process could be set for Tuesday, September 7th at 5:15 p.m. and Tuesday, September 21st at 5:15 p.m.

Board action to approve the public hearing dates of Tuesday, September 7th and Tuesday, September 21st for the 2021/2022 County Budget Process.

20. County Coordinator - Michael Morón

Action Items:

1. Airfield Vault Generator - Mr. John Collins (AVCON) has been aware and shares the

Board's concerns regarding issues with what is referred to as the airfield vault generator. This is the same generator the Board requested Mr. Mosteller to provide a quote for servicing and replacement of all necessary parts so the generator would be restored and worked as designed, especially with the automatic starting feature. Last week, Mr. Collins informed Mrs. Griffith and I that he sent a request to FDOT to move \$100k from the upcoming airfield drainage improvement grant to a grant that would replace the airfield vault generator. The good news is, Mr. Collins was successful and received authority from FDOT to make that change to the 5-year work program to fund the purchase of the generator and a new fuel tank. Mr. Collins should have this new generator project under grant within 30 days.

Board action to approve the change to the 5-year plan and allocate \$100k for the purchase of a new airfield vault generator and fuel tank.

2. First Aid Kits - Commissioner Parrish asked that I get pricing for first aid kits that would be placed throughout the Courthouse and Annex Buildings next to the newly installed Automatic External Defibrillator (AED). I contacted Mr. Richard Lewis, the EMS Director, and he proposes the following:

As a continuation of the improvement of health care in Franklin County, Franklin County Emergency Medical Services (FC EMS) is recommending the placement of First Aid Kits alongside the Automated External Defibrillators (AEDs) located in the Franklin County Courthouse and Annex buildings. The First Aid Kits selected will meet OSHA and ANSI Class B requirements for the workplace and address first aid areas such as major injury/trauma, minor injury, burn care, and include personal protective equipment (PPE). Employee comfort, e.g., Tylenol, Motrin, may be added to the First Aid Kits. Fully stocked First Aid Kits will cost \$125 per Kit and FC EMS can provide monthly inventory checks and restock the County First Aid Kits.

Additionally, CPR AED and First Aid Training is recommended and encouraged for Franklin County employees. Franklin County EMS can provide annual, in-house training to Franklin County employees. Currently, the base cost of the course is \$25 per person, which includes the book and certificate. Alternatively, FC EMS can provide a First Aid CPR and AED awareness course at no cost, however no certificate or CPR card will be issued. Total cost 4 First Aid with shipping \$525

(American National Standards Institute (ANSI); ANSI Z308.1)

(Occupational Safety and Health Administration (OSHA); 29 CFR 1910.151(b))

Board action to authorize the purchase of four First Aid kits and allow EMS to provide CPR AED and First Aid Training to designated courthouse employees.

3. Carrabelle Letter of Support - The City of Carrabelle is applying for DEO's Rebuild Florida General Infrastructure Repair Program Round II for Hurricane Michael that will enable the city to replace the sanitary sewer lines in unincorporated Franklin County that serve Lanark Village. The city is asking for a Letter of Support from the County that will be part of the application package. The following is draft wording for the letter:

Please allow this letter to serve as the Franklin County Board of County Commissioners support for the City of Carrabelle's application to the Florida Department of Economic Opportunity's (DEO)'s Rebuild Florida General Infrastructure Repair Program Round II

for Hurricane Michael recovery that will enable the City of Carrabelle to replace the sanitary sewer lines in unincorporated Franklin County that serve Lanark Village. The inflow and infiltration caused by the severe rain and storm surge from Hurricane Michael into the existing lines, threatened the integrity and overtaxed the operation of the City's wastewater treatment system. This project is vital to the citizens of Lanark Village, the County, and the City of Carrabelle.

Thank you in advance for your consideration of this very important project for in Franklin County. We support the City's application and the proposed project.

Board action to authorize the Chairman's signature on the letter of support for the City of Carrabelle.

4. Street Sweeper Trailer - With the anticipation that we will receive the street sweeper within a couple of weeks, the Sheriff Department staff has asked that we proceed with the purchase of a trailer for the storage and the transportation of the street sweeper. Captain Varnes explained that finding and securing a trailer of this size for the sweeper has been difficult, as supply is low at most locations. The total cost of the trailer is \$7626.38 will be paid from the remaining CARES funds.

Board action to authorize the \$7626.38 purchase, from the remaining 2020 CARES Act funds, of a trailer for the street sweeper from Lee Trailer Sales in Tallahassee.

21. County Attorney - Michael Shuler

Report (agenda packet)

Commissioners' Comments & Adjournment

22. Commissioners' Comments

23. Adjournment

In accordance with Section 286.0105, Florida Statutes, any person who wishes to appeal a decision made by the Franklin County Board of County Commissioners, with respect to any matter considered at the meeting, must have a record of the proceedings. He or she may need to ensure that a verbatim record of the proceedings is made.

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 07/15/2021 at 5:50 PM

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
JULY 6, 2021
9:00 AM
MINUTES

Commissioners Present: Ricky Jones-Chairman, Bert Boldt, II-Vice-Chairman, Noah Lockley, Joseph Parrish, Jessica V. Ward

Others Present: Michele Maxwell-Clerk of Court, Michael Shuler-County Attorney, Michael Moron—County Coordinator, Jessica Gay-Deputy Clerk to the Board

- 1. Call to Order – Chairman Jones called the meeting to order at 9:00 a.m.**
- 2. Prayer and Pledge - Chairman Jones led the Board in prayer followed by the pledge of allegiance.**
- 3. Approval of Minutes – The draft minutes were not attached to the agenda. The Board tabled the item.**
- 4. Payment of County Bills – On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to approve the payment of the County Bills. Motion carried 5-0.**

Mr. Moron presented item 1 from his report at this time.

1. Special Check Disbursement: In addition to the Bill List that you approved this morning, I am asking the Board to authorize a June 23rd special check disbursement that covered travel and expenses for the FAC conference and a final payment to a contractor for his work on a HHRP rehab project. Board action to approve the June 23rd special check disbursement.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, it was agreed to approve the June 23rd special check disbursement. Motion carried 5-0.

5. Public Comments

There were no request for public comments. All of the speaker cards completed were for the Leave No Trace Ordinance public hearing.

Constitutional Officers

6. Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell let the Board know that she was waiting on an update from Emergency Management in regards to Tropical Storm Elsa. She stated that she has a call scheduled with Judge Sjostrom to discuss any possible closures and she would update the Board as soon as possible.

Department Directors Reports

7. Superintendent of Roads and Bridges – Howard Nabors Informational Items:

1. Detail of Work Performed and Material Hauled by District (see attached documents)
2. Ribbon cutting at new facility will be held on Thursday, June 17, 2021, at 12:30 pm, location

Commissioner Boldt asked what the plans were for Alligator Point Road if it were to wash out during the storm. Mrs. Griffith said she believed it would fall back on Anderson Columbia but if it was a complete washout it may fall back on the county. Mr. Nabors said he and his crew will continue to monitor the road and do whatever is possible to keep it open.

8. Solid Waste Director – Fonda Davis Action Item:

1. Due to the resignation of Kyle Smith on June 21, 2021, as an equipment operator in the Solid Waste Department a position is now available as an equipment operator. Motion to advertise for a Solid Waste Equipment Operator.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, it was agreed to approve the advertisement for a Solid Waste Equipment Operator. Motion carried 5-0.

2. The Franklin County Dixie Softball & Baseball will be advancing to State. The girl's Darlings team tournament will be held in Belleview, Florida on July 1-4, 2021. The boy's AA team will be held in Marianna, Florida on July 9-11, 2021. A manual check had to be cut before the board meeting for girls' team due to the fact of early travel.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, to retroactively approve the check to Franklin County Dixie Softball & Baseball for advancement to State.

The motion was amended by Commissioner Ward to include approving a check to Franklin County Dixie Softball & Baseball for the advancement to the World Series. Seconded by Commissioner Lockley.

The Board congratulated the teams in their advancement.

Motion carried 5-0.

3. Right-Of-Way Debris Pickup & Recycle Material Hauled (Agenda Packet)

Mr. Moron presented Mr. Lovstrand's report at this time.

10. Extension Office Director – Erik Lovstrand

Informational Items: (Mr. Lovstrand not in attendance Mr. Moron presented his report)

General Extension Activities:

1. During this period, the Extension office assisted citizens on the topics of injured wildlife, soils, acquisition of the SPL, pest identification in a bagworm issue, and more.
2. Extension Director submitted a proposal to District Extension team that would provide funds for an AmeriCorps volunteer to assist with developing a youth naturalist program. Will know by November if District-wide proposal is funded.
3. Extension staff hosted visitors for an Open House/Ribbon Cutting event at the new Franklin County Extension facility in Apalachicola.

Sea Grant Extension:

4. Extension Director assisted Bay County colleagues to provide live scallops and predator exclusion cages for St. Andrews Bay. This was part of a regional effort to enhance natural populations in Franklin Bay and Gulf Counties. Scallops are maintained in cages until the fall spawning season to increase number of new “recruits”.
5. Extension Director is out today to teach a class at Camp Timpooshee on shark anatomy. This is part of a “Florida Sea Grant Day” at the camp.

4-H Youth Development:

6. Extension Director taught a marine-life class with a 4-H club from Wakulla County.
7. Extension Director taught an Animal-Science program on Florida snakes during a 4-H summer camp program in Wakulla County.

Family and Consumer Sciences:

8. Several NW District Extension offices (Franklin included) will be receiving a “telemedicine” station that will allow local UF Health patients to access their doctors in Gainesville without having to make the trip for routine appointments. This is part of a pilot program to assess effectiveness of making this service available in the smaller, rural counties where patients have challenges travelling to Gainesville.
9. Family Nutrition Program assistant continues providing nutrition programming in local schools.

Agriculture/Home Horticulture:

10. Two Master Gardener classes took place at the local Extension office during this period. A cohort of 12 students have finished the 13-week course to become Franklin County Master Gardeners. Students will soon begin hosting weekly plant clinics at the Extension office to answer questions for walk-in visitors on gardening and home horticulture issues.

9. Emergency Management Director -- Pam Brownell Action Items:

Items to be addressed later in meeting.

1. Requests the Board’s approval and signing of the Emergency Preparedness and Assistance Grant (EMPA Grant #A0197) in the amount of \$105,806.00.
2. Requests the Board’s approval and signing of the Emergency Management Performance Grant (EMPG Grant #G0230) in the amount of \$53,504.00.
3. Requests the Boards approval and signing of the Emergency Management Performance Grant – American Rescue Plan Act (EMPG-ARPA Grant # G0248) in the amount of \$13,926.00.
4. Requests the Boards approval and signing the Statewide Mutual Aid Agreement.
5. Retroactively approve the local state of emergency for TS Elsa

Mr. Moron presented the following items from his report at this time.

3. HLMP Change Order: Mrs. Traci Buzbee submitted a change order, for the Chairman signature, that extends the HLMP contract date from June 30, 2021 to December 31, 2021. This extension was approved by the Florida Department of Emergency Management. Due to the pending deadline, the Chairman signed the change order on June 22, 2021. Board action to ratify the Chairman's signature on the HLMP change order.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the ratification of the Chairman's signature on the HLMP change order. Motion carried 5-0.

4. American Rescue Plan Task Order: As the Board is aware Mrs. Traci Buzbee has been working on the County's behalf on the American Rescue Act funds in the same manner that she worked on the CARES Act funds, however she is doing this without an approved task order. Board action to authorize the Chairman's signature on the task order allowing Mrs. Buzbee to continue her role as the County's consultant for the American Recue Plan funds.

American Rescue Plan Task Order: As the Board is aware Mrs. Traci Buzbee has been working on the County's behalf on the American Rescue Act funds in the same manner that she worked on the CARES Act funds, however she is doing this without an approved task order. Board action to authorize the Chairman's signature on the task order allowing Mrs. Buzbee to continue her role as the County's consultant for the American Recue Plan funds.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the task order allowing Mrs. Buzbee to continue her role as the County's consultant for the American Recue Plan funds. Motion carried 5-0.

Commissioner Lockley made a motion for Mrs. Brownell to contact FEMA regarding Alligator Point. Mrs. Brownell said that she has contacted the road department and they are monitoring the roads. Commissioner Boldt said one thing the contractor done to improve the roads was to place the rip rap and build it up. Mr. Moron said he did not believe a motion was needed at this time but that a request for Mrs. Brownell to send a letter should be sufficient at this time. **Commissioner Lockley withdrew the motion.**

Informational Items:

1. HURRICANE SEASON BEGAN June 1st. MAKE SURE YOU HAVE A PLAN!
2. EOC Staff continues to monitor the stages of the HLMP (Hurricane Loss Mitigation Program) Grant. The HLMP grant has allowed us to mitigate numerous homes throughout Franklin County over the past 5 years.
3. 06/24/21 EOC staff completed the IPAWS Monthly Test.
4. 07/01/21 EOC staff began participating in daily conference calls with NHC and FDEM regarding Tropical Storm Elsa.
5. EOC staff are in the process of updating our Logistics Plan, Notification Directory, and Fuel Strategy Plan.

6. EOC Staff continue to update our Kiosk and Message Boards around the county encouraging Hurricane Preparedness & Signing up for programs such as Alert Franklin, Special Needs, Transportation Disadvantaged, CERT, etc.

10. Extension Office Director – Erik Lovestrand Informational Items: (Mr. Lovestrand not in attendance Mr. Moron presented his report)

11. Library Director -- Whitney Roundtree Action Item:

1. Permission to close the libraries on Monday, August 23rd, for Staff Development Day at the Jefferson Library. This is an annual event where staff from all three libraries, Franklin, Jefferson, and Wakulla, will have the opportunity to share common library concerns, issues and resolutions. The speaker of the day is Dr. Josh Goodman from the Florida Memory Project.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved closing the libraries on Monday, August 23rd for Staff Development Day at the Jefferson Library. Motion carried 5-0.

Informational Items:

2. The posting for the Permanent Part- Time Library Assistant position for the Carrabelle Branch closed on June 30th. Friends of the Library President, Pam Tullous, will be assisting me with conducting interviews over the next week.

3. Attended WILD library directors meeting June 30th in Crawfordville.

Eastpoint Branch

July 6th – Diabetes Awareness at 10:00 AM. Have all your questions and concerns regarding diabetes answered from a trained professional. This program meets once a month, no appointment necessary.

July 6th- Kids Sea Turtle Event (ages 4+) at 2:30 PM. Pam Tullous, a St. George Island volunteer “turtle”, will be reading “Do You Know Where Sea Turtles Go?” by Paul Lowery. Story time will be followed by a fun craft.

July 8th- No-Sew Pet Bed Craft Program at 2:30 PM. Have fun while making your favorite furry friend a new comfortable bed. Registration is required as supplies are limited.

July 12th- Movie Matinee at 1:30 PM. FCPL will be hosting a movie matinee in the program room with free popcorn, featuring “Doolittle (2020)”.

July 13th and 27th- Meditative Coloring at 10:30 AM. Come create, relax and let your mind relax and take you away to your own world of imagination. Supplies will be provided as well as light refreshments.

July 13th - Adult Sea Turtle Talk at 2:30 PM. Pam Tullous will be back again to discuss general sea turtle facts, as well as taking attendees on a simulated Turtle Patrol.

July 21st – Writer’s Forum at 1:00 PM. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.

July 21st- Stuffed Animal Sleepover at 3:00 PM. Join us for story time and bring along your favorite stuffed animal. Kids may leave, but the stuffed animals are invited to stay overnight, with fun activities and

mischief planned. Stuffed animals can pick up the next day and everyone will go home with a prize bag and photo of their fuzzy friend's overnight adventure.

July 22nd- DoDad's Lab at 11:00 AM. Professor DoDad is back in the lab ready to share about Fur, Feathers and Fins. The Professor will take his lab assistants to see animals found all over the world and even one you may have never seen before. It's a non-stop active learning time with experiments, songs and even a new friend will tag along... Little Foot!

July 27th- Story Time and Pine Cone Birdfeeders (ages 4+) at 3:00 PM. Join us for a story time all about the wonderful world of birds and make a pinecone birdfeeder to take home.

July 29th – Animal Tales at 11:00 AM. Have you ever wondered what animals use their tails for? Mammals, birds, reptiles, amphibians all have tails, what is the story behind them? During this program you will learn about different exotic animal tails and how they use them.

Carrabelle Branch

July 6th and 20th – Meditative Coloring at 10:30 AM. Come create, relax and let your mind relax and take you away to your own world of imagination. Supplies will be provided as well as light refreshments.

July 9th- Book Chat at 1:30 PM. This group meets monthly to discuss current books and interesting reads. There is no required reading for this group; you choose what you'd like to read and discuss.

July 10th- Herpetology Program at 11:00 AM. Peter Kleinhenz, a herpetologist who now works as the Aucilla Watershed Coalition Coordinator for Fall Timbers, will be bringing some examples of reptiles and amphibians to discuss how these amazing animals are adapted for survival and what these creatures might teach us about our native ecosystems.

July 15th- No- Sew Pet Beds at 2:30 PM. Have fun while making your favorite furry friend a new comfortable bed. Registration is required as supplies are limited.

July 16th- Movie Matinee at 1:30 PM. FCPL will be hosting a movie matinee in the program room with free popcorn, featuring "Doolittle (2020)".

July 21st- Stuffed Animal Sleepover at 11:00 AM. Join us for story time and bring along your favorite stuffed animal. Kids may leave, but the stuffed animals are invited to stay overnight, with fun activities and mischief planned. Stuffed animals can pick up the next day and everyone will go home with a prize bag and photo of their fuzzy friend's overnight adventure.

July 22nd- DoDad's Lab at 1:30 PM. Professor DoDad is back in the lab ready to share about Fur, Feathers and Fins. The Professor will take his lab assistants to see animals found all over the world and even one you may have never seen before. It's a non-stop active learning time with experiments, songs and even a new friend will tag along... Little Foot!

July 28th- Story Time and Pine Cone Birdfeeders (ages 4+) at 3:00 PM. Join us for a story time all about the wonderful world of birds and make a pinecone birdfeeder to take home.

July 29th – Animal Tales at 1:30 PM. Have you ever wondered what animals use their tails for? Mammals, birds, reptiles, amphibians all have tails, what is the story behind them? During this program you will learn about different exotic animal tails and how they use them.

12. TDC Administrator -- John Solomon Informational Items:

1. Mayor Brenda Ash will be filling the TDC Committee seat for the City of Apalachicola.
2. The March collections were \$149,485.24 which is an Increase of \$77,538.40 or a 107.8% increase over March 2020 and a 17% increase over March 2019. This is the highest collections for the month of March by \$21,510.04.
3. The April collections were \$181,177.73 which is an increase of \$161,111.13 over 2020 or an 803% increase and a 120% increase over April 2019. This is the highest Collections for the month of April by \$77,755.29.

Mr. Moron asked how the restaurants were keeping up with the demand due to a lack of employees. Mr. Solomon said the businesses are steadily trying to recruit employees. Chairman Jones noted that some of the restaurants in Eastpoint have moved to closing two days a week in order to give their limited staff time off.

4. The Florida's Forgotten Coast Mobile App now has 3,102 users.

Commissioner Lockley inquired as to what we were doing to improve the infrastructure to accommodate the visitors. Commissioner Boldt asked if we could consider a volunteer economic development advisory board. Chairman Jones noted that the Board is waiting for the Advisory committee to report back on the process. Chairman Jones asked Mr. Moron to follow up.

13. Interim Airport Manager – Ted Mosteller

As reported last meeting, after being out of the loop--I'm continuing to work feverishly to get up to speed on current events, projects and needs at the airport

—contacting and meeting with those concerned.—FDOT, FAA, engineers, FBO etc.

I attended the quarterly meeting of the FDOT CFASPP (CONTINUING FLORIDA AVIATION SYSTEM PLANNING PROCESS) on June 24th—which this quarter was held at the Tallahassee airport.

Funding of grants was a major topic. It was reiterated--most of what I knew from previous experience. Lock down funding agreements early—because you may lose the funding. It was revealed that KAAF (Apalachicola Regional Airport) had lost an entire year of funding for lack of action. In a nutshell—spend it or lose it.

We need to update our 5-year JACIP. (Joint Automated Capital Improvement Program).

Need to update Airport Security Plan.

The Runway 6/24 lighting project is still well underway and I'm glad to report the PAPI change order is a go with John (AVCON) reporting there are sufficient funds remaining in the grant, project.

Note: This past Wednesday; I was at the airport performing an airport equipment inventory when a ferocious thunderstorm erupted. The power went out and was out for what seemed like several hours. With the standby generator out of service, the airport was shut down—ramp lights, beacon, RW lights, maintenance shop, FBO, fuel farm, radio, electric gate and all.

From the previous meeting, I have contacted Ring Power concerning a quote to repair the Runway/ramp lights standby generator—also requested a quote for a replacement. I have just received the repair quote phone call, It's based on the last quote of an aftermarket retrofit control unit cost and availability— approximately \$5,000--installed, which is less than reported last meeting. The injector pump issue is still to be addressed.

They quote two options for replacement—(1)-\$50,000 using the old fuel tank (the generator is mounted on top of the tank) and (2)-\$68,000-complete with new tank. Both quotes include installation.

I'm in the process of cleaning out the fuel tank for fresh fuel. As instructed, I have quotes for materials for the fuel clean-up and battery replacement—from Carquest:

1 ea. BEP 27HM battery \$123.49 1 ea. CFI 84750S FILTER \$023.36

1 ea. CFI 86546 FILTER \$031.10

1 ea. Fuel additive to help dissolve residue from the tank \$014.99 Need P.O. for fuel from the Road Department—or local vender.

The West Ramp storm sewer system sink hole mentioned last meeting has been filled in by the lighting contractor and FBO.

As requested I have made contacts concerning a future Airport Manager—but the committee is not in a position at this time to report on this issue.

In order to resolve the problems revealed in the latest Airport Licensing Inspection-- From research, I am informed; we currently have a substantial grant available July (now) for infrastructure including storm water repair—I spoke with Mr. Quinton Williams—our FDOT Grant Manager concerning funding from this grant for vegetation eradication that we were giggered for in the recent Airport Licensing Inspection and FAA requirements (example—KAAF is an uncontrolled airport—thus two aircraft departing on intersecting runways must be able to see each other). This vegetation is mostly large brush with a few trees—as the area was cut in 1999; but stumps and downed trees were burned and left to rot—with the expectation of later bush hogging—as was done at many

other similar airports. However growth, has sooner than expected; now overtaken and exceeding bush hogging capability.

I have contacted Spanish Trail Lumber Company, LLC of Marianna, FL, for a possible quote. I toured the affected area with Representative Charles Brazington who gave a general estimate—which is open for negotiation for actual acres cleared, etc. Basically the area to be clear cut is North and East of RW 18/36 to the ditch and between RW 18 and 14; and between RW 06 and 14 as required by the FAA. Also; most all of the RPZ's have some degree of clearing to be done. The clear cut would be such that the entire area can be kept cleared with the Bush Hog mower. They would salvage the chipped product which would be hauled to Cottondale to produce fuel pellets to fuel a Power Plant. I suggested a trade-out but was informed that considering mileage and expenses, etc.—a trade out is not economically feasible. Our cost would be \$6/ton—for a minimum of 100 to 150 acres.

Based on Charles's estimate:

500 to 600 acres to be clear cut (my estimate from aerial map) 25 to 50 tons/acre

12,500 to 30,000 tons @ \$6/ton

\$75,000 to \$180,000 cost

I have also met with local Representative Brook Vonier of JBV "Landwork and Construction LLC" and am awaiting an estimate to clear cut the area in question. The vegetation would be mulched and left in place.

The Board discussed the generator repairs. Chairman Jones noted that the generator would only be used in emergency situations before it is completely repaired. The Board discussed the generator repairs at length.

Commissioner Ward made a motion to approve the purchase of the battery, filter, fuel, and to obtain quote for full repair so that there are no bypasses for safety purposes.

Commissioner Lockley asked if Mr. Mosteller was certified to make the repairs to the generator. Chairman Jones said he doesn't feel the maintenance can be done wrong. Commissioner Boldt confirmed the actions to be taken would be general maintenance of the generator, long term stability plan and future replacement with a brand new generator.

Commissioner Boldt seconded the motion. Motion carried 5-0.

In order to resolve the problems revealed in the latest Airport Licensing Inspection-- From research, I am informed; we currently have a substantial grant available July (now) for infrastructure including storm water repair—I spoke with Mr. Quinton Williams—our FDOT Grant Manager concerning funding from this grant for vegetation eradication that we were giggered for in the recent Airport Licensing Inspection and FAA requirements (example—KAAF is an uncontrolled airport—thus two aircraft departing on intersecting runways must be able to see each other). This vegetation is mostly large brush with a few trees—as the area

was cut in 1999; but stumps and downed trees were burned and left to rot—with the expectation of later bush hogging—as was done at many other similar airports. However growth, has sooner than expected; now overtaken and exceeding bush hogging capability.

Action Item:

Request Board approval to pursue an FDOT grant for vegetation eradication.

On a motion by Commissioner Boldt to approve staff to pursue an FDOT grant for vegetation eradication at the airport. Commissioner Ward seconded the motion with questions.

Commissioner Ward questioned if the grant process would be worked on collaboratively with Mrs. Griffith. She would like to make sure the process goes smoothly and nothing falls through the cracks. Mr. Mosteller said he will work with Mrs. Griffith and the engineering staff to apply for the grant.

Chairman Jones inquired as to what services would be performed by the contractor in the event the grant is received. Mr. Mosteller said that Mr. Vonier's machines eat everything in its path then allowing the grass to be mowed. Previously, the stumps were not removed and they eventually made it impossible to mow. Chairman Jones clarified that Mrs. Griffith would be the one the Board is asking to apply for the grant and if approved the process of obtaining a contractor would move forward from there.

Motion carried 5-0.

Mrs. Griffith presented item 7 from her report at this time.

7. BOARD ACTION: Change Order #1 Runway 6-24 and Taxiway B and D Lighting Rehabilitation

Franklin County received an \$800,000 grant from the Florida Department of Transportation for the complete replacement of the Runway 6-24 and associated taxiway lighting systems. The original construction contract did not include the replacement of the PAPI (precision approach path indicator) lights on either end of the runway. The PAPI lights are powered by the same circuit yet have been non-operational and no longer supported by the manufacturer. Airport Engineers AVCON are suggesting the lights be replaced with new LED PAPI lights. The attached change order with TCA Electrical Contractors for \$56,000 will replace the PAPI lights as part of the existing grant. FDOT has agreed to pay for the additional work so long as the project is completed prior to the grant expiration date of October 29, 2021.

Board action to approve change order number one for the Runway 6-24 and Taxiway B and D Lighting Rehabilitation project to include the replacement of the PAPI lights.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the change order number one for the Runway 6-24 and Taxiway B and D Lighting Rehabilitation project to include the replacement of the PAPI lights. Motion carried 5-0.

Mr. Moron presented Item 8 from his report at this time.

8. Opportunity Florida Airport Drone Project: Opportunity Florida is offering to create an overhead drone video of the airport, at no cost to the County that will be used to promote our

Airport for possible economic opportunities. If the Board interested in the creation of this video I will meet with Opportunity Florida to discuss this project further. Board discussion and direction.

The Board discussed and directed staff to proceed with the meeting to find out more information regarding the program.

Mrs. Brownell gave an update to the Board on Tropical Storm Elsa. Dixie County under hurricane watch and they are anticipated landfall somewhere between Perry and Dixie with 1-2 feet storm surge coming in at high tide.

The Board addressed Mrs. Brownell's items at this time.

9. Emergency Management Director -- Pam Brownell Action Items:

1. Requests the Board's approval and signing of the Emergency Preparedness and Assistance Grant (EMPA Grant #A0197) in the amount of \$105,806.00.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Emergency Preparedness and Assistance Grant in the amount of \$105,806.00. Motion carried 5-0.

2. Requests the Board's approval and signing of the Emergency Management Performance Grant (EMPG Grant #G0230) in the amount of \$53,504.00.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the Emergency Management Performance Grant (EMPG Grant #G0230) in the amount of \$53,504.00. Motion carried 5-0.

3. Requests the Boards approval and signing of the Emergency Management Performance Grant – American Rescue Plan Act (EMPG-ARPA Grant # G0248) in the amount of \$13,926.00.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the Emergency Management Performance Grant – American Rescue Plan Act (EMPG-ARPA Grant # G0248) in the amount of \$13,926.00. Motion carried 5-0.

4. Requests the Boards approval and signing the Statewide Mutual Aid Agreement.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Statewide Mutual Aid Agreement. Motion carried 5-0.

5. Retroactively approve the local state of emergency for TS Elsa

On a motion by Commissioner Lockley, seconded by Commissioner Parrish and Commissioner Boldt, to retroactively approve the local state of emergency for Tropical Storm Elsa.

Chairman Jones called for public comment due to the item being added to the agenda. There were no public comments.

Motion carried 5-0.

14. SHIP Administrator -- Lori Switzer-Mills

Action Item:

1. Hurricane Housing Recovery Funds (HHRP)

At the May 4th meeting you approved a mobile home replacement bid for 522 Oyster Road with a total not to exceed \$81,324.05.

Mobile Home \$72,399.05

Possible Engineered Foundation \$ 8,500.00 (not required) Pump out & Inspection (paid) \$ 425.00

Total not to exceed \$81,324.05

Due to a miscommunication with the building department, it turns out that this home is required to be a Wind Zone 3, Exposure D home. Ironwood Mobile homes has cancelled the previous ordered home and the new price for this applicant's home is now

\$85,027.21 plus septic inspection \$425.00 (already paid) for a total of \$85,452.21. I am requesting a motion to accept this change in the price for 522 Oyster Road from \$81,324.05 to \$85,452.21.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley and Commissioner Boldt.

Chairman Jones said the Wind Zone 3, exposure D is a requirement of the federal government and it is no fault of the building department. **Motion carried 5-0.**

Commissioner Lockley asked if the Governor gave money for SHIP. Mrs. Lori reported that we will get \$350,000 and should receive it in October.

The meeting recessed at 10:15 a.m. and resumed at 10:35 a.m.

Public Hearings

15. 10:35 a.m. (ET) or as soon thereafter as is possible - Rezoning 0.129 acres 336 Patton Road

AN ORDINANCE REZONING 0.129 ACRES OF LAND IN SECTION 31, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FROM C-1 COMMERCIAL FISHING DISTRICT TO C-3 COMMERCIAL RECREATION DISTRICT.

Mrs. Bankston attended and applicant Marsha Watson attended by Zoom. Chairman Jones asked the applicant if they are aware that when they do get to a site plan whatever the setbacks are will be for the entirety of the piece of property. Mrs. Bankston said that with the rezoning she will have multiple options. Ms. Watson said her goal with the property is to do something beneficial for herself and for the county. At this point, she is seeking to get the zoning change in order to move forward.

There were no public comments. Commissioner Parrish inquired as to the rezoning and the need to move the structures every six months. I just want to put that out there for the applicant. Just want everyone to understand we have to follow the rules if not all of the insurance premiums for the county and residents will go up. Ms. Watson said she is very aware of the rules and would definitely abide by those. She plans to meet with Mrs. Bankston to create a plan to make sure to utilize the property to benefit the county and

highlight her daddy’s legacy. Chairman Jones noted that he is in favor of the zoning change because at the current zoning Mrs. Watson would not be able to utilize this property without being associated with the seafood industry. Commissioner Lockley asked how much usable space would available on property. Mrs. Bankston said it would be according to what she chooses to do with the property. Mr. Moron said until she comes back with a site plan it is hard to determine the exact usable amount.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved an ordinance rezoning 0.129 acres of land in Section 31, Township 8 South, Range 6 West, from C-1 Commercial Fishing District to C-3 Commercial Recreation District. Motion carried 5-0.

Mrs. Griffith presented the following item from her report at this time.

18. C30A Washout Repair - Sealed Bids

Pursuant to the regulations found at 2 Code of Federal Regulations (CFR), Part 200 at seq., in addition to the statutory authority requirements and programmatic guidance governing the Federal Emergency Management Agency (FEMA) Disaster Recovery Programs the Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

C30A WASHOUT REPAIR

Project is located at two different sections of C30A in Franklin County, Florida and consists of regrading embankment, patching asphalt roadway due to storm damage, installing articulating concrete block, remove and replace rip-rap rubble.

Mrs. Griffith and Mr. Moron opened the submitted sealed bids at this time. They were received from and in the amount of the following:

PIGOTT ASPHALT AND SITEWORK LLC	\$816,218.34
NORTH FLORIDA CONSTRUCTION INC	\$927,515.50
ANDERSON COLUMBIA CO, INC	\$1,248,749.29
CWR CONTRACTING, INC.	\$1,426,821.83
DUGGAR EXCAVATING, INC.	\$843,188.41

Mrs. Griffith reported that the bids will now go back to Mr. Clay Kennedy (engineer) and he will report back to the Board with a recommendation. Commissioner Parrish said this is a mitigation project and that should be reiterated to FEMA. The project is going to require more funds than what has been awarded.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board agreed to send the bid packages to Mr. Clay Kennedy for his review and recommendation. The Board noted the significant difference in the amount allotted and the bids amounts. **Motion carried 5-0.**

16. 11:00 a.m. (ET) or as soon thereafter as is possible - Leave No Trace Notice is given that on the 6th day of July, 2021 at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the

Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled: An Ordinance of Franklin County, Florida, Amending Ordinance 2014-1, the Leave No Trace Ordinance, for the purpose of amending the definition of "Public Beach" to include all public beaches at Carrabelle Beach, Alligator Point and Bald Point, Franklin County, Florida; To Include the City of Carrabelle, Florida; Substituting the County Coordinator for the Director of Administrative Services; Providing for a Penalty for unattended holes on the Public Beach and a Penalty for holes on the Public Beach which are not filled prior to leaving the Public Beach; Providing for Severability and Providing for an Effective Date.

Commissioner Ward asked if the change to the ordinance included the request to add the no fires on the beach. Attorney Shuler said he received the email as did the board this morning and he has been thinking if it would be a substantive change and in such requiring the board to advertise and schedule a different public hearing. Attorney Shuler doesn't believe the Board could add this to the ordinance as advertised.

Commissioner Lockley said the Board would need to be careful in adding the fire provision to the ordinance due to some instances may be necessary to build a fire on the beach. Such as someone who is working on the water and needed to warm up. Commissioner Parrish said maybe we should rewrite the entire ordinance, there seems to be additional items they are requesting that we amend.

Commissioner Ward said the City of Carrabelle feels like the City of Carrabelle verbiage should be removed from the ordinance. She feels like we should table this item and address the entire ordinance to make the necessary changes.

Commissioner Parrish said he sees why Attorney Shuler added the city of Carrabelle verbiage was added. How do you include Carrabelle Beach if you don't include them in the LNK ordinance?

Chairman Jones suggested taking the public comments. Commissioner Lockley said he was not in favor of protecting the turtles or the trees. Turtles are more protected than people. Attorney Shuler addressed the issue of having to remove items from the beach saying that was the reasoning for the provision in the ordinance allowing visitors to move their items to the toe of the dunes. Commissioner Parrish said some of the things are regulated by the federal government. Chairman Jones said he feels that there needs to be a way that it is enforced. Chairman Jones said he doesn't feel that is too much to ask for visitors to leave the beach as they have found it. Commissioner Lockley said he believes that we may need a code enforcer. Attorney Shuler said the enforcement in the ordinance is that the county staff/parks & recs will pick up the equipment off of the beach and dispose of them. Mr. Moron said we have the enforcement mechanism in place we just don't have a specific code enforcer.

Ms. Georgia Ackerman with Apalachicola Riverkeepers sent an email of support for the ordinance saying they would be happy to participate in the exploring the revisions to the ordinance. If not, they are in support of the draft ordinance as written.

Ms. Belinda Worten addressed the Board as a volunteer in Carrabelle with FWC and turtle. She said that FWC can provide information that shows ordinance should be applied to all of Franklin County.

Ms. Shannon Backwell from Sea Turtle Patrol spoke in support of including the entire county. She said that she feels like the ordinance should be amended to include the issue of fires and removing items from the beach. Sea turtle nesting season from May 1 through and including October 31.

Commissioner Parrish asked about the turtles nesting in the dunes saying he had never seen any turtle nest in dunes. Ms. Backwell said a significant amount of the turtles prefer to nest in the vegetation. Commissioner Boldt spoke regarding the residual leftovers of fires. Ms. Backwell said the turtles can walk through soot and be burnt. Baby turtles hatching in the debris makes it physically difficult for turtles to return to the beach.

Ms. Kimberly Crossan said she had a lot of photos nesting within the dunes. Commissioner Parrish requested that she send the photos to all of the commissioners via email. She believes we can live in harmony with the turtles. It is a hazard to the turtles and to the first responders. FWC and DEP asked that all of the coastal counties remove all obstacles on the beach at night. Highest nesting density beaches in Florida.

Commissioner Lockley said the reason he doesn't go along with the turtles is they hit the water and they gone. No monitoring. Ms. Crossan said the turtles are actually tagged and monitored.

Commissioner Boldt asked what should be done if turtles appear to be disoriented. Ms. Crossan said please call and they will go out anytime day or night. Commissioner Boldt concerned about sticks and logs that are left over from beach fires. He would consider something maybe putting fires in specific areas of the beach. Ms. Crossan said some are using construction debris, pressure treated lumber with nails. Maybe a designated area for beaches.

Ms. Janice Begner said she is in favor of addressing holes being left and extending the ordinance to cover all of Franklin County. She would like to have fires prohibited on beach from May to September, continues to see evidence of fires and sometimes they are still smoldering. All equipment should be removed from the beach and language to store at the toe of the dunes should be removed.

Attorney Shuler would like to clarify that the ordinance is being expanded to include three geographical areas that include the beaches of Alligator Point, Carrabelle Beach and Bald Point. Other than SGI the ordinance does not include barrier islands as it has no way of patrolling those.

Chairman Jones inquired as to the direction the Board would like to take.

Attorney Shuler said he would at least ask the board to approve the portion of the ordinance that fines for leaving holes dug at the beach.

Chairman Jones inquired as to how they would determine who has dug the holes. Ms. Crossan said Sheriff Smith will come out if there are really large holes, he will go the homes if they are located directly in from of the large holes.

Commissioner Boldt made a motion to approve adding a fine for leaving holes dug on the beach with authorization for the Sheriff to enforce and tabling the additional amendments until a later date. Motion seconded by Commissioner Ward. Motion carried 5-0.

17. 11:05 a.m. (ET) or as soon thereafter as is possible - Flood

Notice is given that on the 6th day of July, 2021 at 11:05 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled: ORDINANCE NO 2021 AN ORDINANCE BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, AMENDING THE FRANKLIN COUNTY CODE OF ORDINANCE

TO AMEND CHAPTER 5.5 BUILDINGS AND BUILDING REGULATIONS; TO AMEND CHAPTER 6.5 FLOOD DAMAGE PREVENTION; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE

Attorney Shuler opened the public hearing by announcing that the Board was considering adopting a county ordinance entitled ORDINANCE NO 2021 AN ORDINANCE BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, AMENDING THE FRANKLIN COUNTY CODE OF ORDINANCE TO AMEND CHAPTER 5.5 BUILDINGS AND BUILDING REGULATIONS; TO AMEND CHAPTER 6.5 FLOOD DAMAGE PREVENTION; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY. Attorney Shuler introduced Ms. Rebecca Quinn a consultant with the Florida Division of Emergency Management to explain to the Board the recommended changes to the ordinance. Ms. Quinn explained to the Board that they currently have a 10-year lookback on repairs to existing buildings and they are proposing to change to a one-year lookback. Another change to the ordinance is the size of enclosures under elevated buildings that exceeds the flood insurance minimums and Florida building codes, and agriculture and accessory structures and revisions.

Chairman Jones said one of the main issues the Board wanted to address was to move from a ten-year schedule to a much smaller schedule, maybe a one-year schedule for improvements. Ms. Quinn confirmed that this is addressed on page 3 (amendment to modify the building code and existing code) and page 28 (change to the definition). When the costs of the repairs exceed 50% of the value that is when the building must be brought into compliance. Changing it to the one year the basic 50% is still there and people can make the changes they want. However, the county is not going to keep a running total past one year. Commissioner Parrish said so basically if a hurricane destroys your building you can repair and the repairs only count for one year. Chairman Jones asked if the changes would affect those inside of the flood plain in regards to their flood changes. Attorney Shuler said for the Board edification they had discussed where some communities instead of having a ten year threshold some had a threshold per storm.

Attorney Shuler pointed out the blank to be filled by designating someone to approve the variances. Ms. Quinn said that it should be someone outside of the building department. The recommendation by Mrs. Lolley was for Mrs. Cortni Bankston, Zoning Administrator to take on that role. Mr. Moron agreed and said he would recommend the Planning Administrator as the backup.

Commissioner Ward asked if Mrs. Bankston had been made aware of these new duties she would be tasked with. Mr. Moron said he was not sure that she had. Commissioner Ward said she was not comfortable with assigning duties that the employee had not been made aware of. Attorney Shuler said procedurally the Board had to move forward with approving the ordinance.

Chairman Jones called for public comments. There were no public comments. Chairman Jones asked the Board what their thoughts were on the lookback provision.

Commissioner Boldt said he prefers the no-lookback provision but reiterated that he would like to see the building codes remain at high standards.

Commissioner Boldt made a motion to revise the ordinance as proposed with a no-lookback provision and appointing Mrs. Cortni Bankston to the variance position. Seconded by Commissioner Lockley.

Commissioner Boldt asked if we could re-emphasize building code standards.

Commissioner Parrish asked to confirm we are moving from a ten-year lookback to a no-lookback. He prefers one year. If the motion moves forward he will oppose. Chairman Jones asked if anyone wanted to amend their motion to one year.

Commissioner Boldt amended his motion to include a one-year lookback. Commissioner Lockley seconded the amended motion. Motion carried 5-0.

The Board recessed for lunch from 12:30 to 1:30 p.m.

RFP/RFQ/Bid Opening

18. C30A Washout Repair - Sealed Bids –

Pursuant to the regulations found at 2 Code of Federal Regulations (CFR), Part 200 at seq., in addition to the statutory authority requirements and programmatic guidance governing the Federal Emergency Management Agency (FEMA) Disaster Recovery Programs the Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

C30A WASHOUT REPAIR

Project is located at two different sections of C30A in Franklin County, Florida and consists of regrading embankment, patching asphalt roadway due to storm damage, installing articulating concrete block, remove and replace rip-rap rubble.

Item addressed earlier in meeting.

County Staff & County Attorney Reports

19. **Fiscal Manager/Grants Coordinator – Erin Griffith Action Items:**

1. BOARD ACTION: Approval to advertise for construction bids Alligator Drive Multi-Use Path

The planning department is requesting board approval to advertise for construction for the Alligator Drive Multi-Use Path Project. The project is federally-funded through the Local Agency Program with the Florida Department of Transportation. The path will be approximately 2.2 miles long beginning at the east end of Harbor Circle to the Alligator Point Marina.

Board action to authorize the Planning Department to advertise for construction bids for the Alligator Drive Multi-Use Path Project.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board agreed to authorize the Planning Department to advertise for construction bids for the Alligator Drive Multi-Use Path Project. Motion carried 4-0, Commissioner Lockley absent.

2. BOARD ACTION: Award RESTORE County-Wide Dune Restoration Project

At the May 18th meeting, the Board authorized staff to begin negotiations with the highest ranked firm for the County-Wide Dune Restoration Study. MRD & Associates was the highest ranked firm and they have submitted a formal proposal and scope of work within the grant budget of \$100,000. Langton and Associates has also reviewed and approved the attached proposal.

Board action to award the project to MRD and Associates and authorization for the Chairman to sign the attached proposal.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to award the project to MRD and Associates and authorized the Chairman to sign the attached proposal. Motion carried 4-0, Commissioner Lockley absent.

3. BOARD ACTION: Award RESTORE St. George Island Storm Water Improvements Project

Also at the May 18th meeting, staff were authorized to begin negotiations with the highest ranked firm for the St. George Island Storm Water Improvements Project. Dewberry and Associates was the highest ranked firm and they have submitted a formal proposal and scope of work within the grant budget of \$100,000. Langton and Associates has also reviewed and approved the attached proposal. The county would like to reassure the public with this project that every effort will be made to minimize disruptions to the flow of traffic and to schedule construction during the off season. This award is for the design and permitting phase of the project which is anticipated to take between six to eight months. Once design is complete and the grant funds are approved for construction, it will take approximately three months for advertising, review, and final award before construction could begin. Construction is likely still over one year away at this time.

Board action to award the project to Dewberry and Associates and authorization for the Chairman to sign the attached proposal.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to award the project to Dewberry and Associates and authorized the Chairman to sign the attached proposal. Motion carried 4-0, Commissioner Lockley absent.

4. BOARD ACTION: Award Construction Contract Eastpoint Fishing Pier FEMA Repairs at the June 1st meeting, construction bids were opened for the FEMA funded repairs to the Eastpoint Fishing Pier. Dewberry has confirmed that North Florida Construction is the lowest responsive bidder for the Project with their bid of \$313,549.14 and alternate bid of \$5,165.00. To do the necessary repairs as authorized in the PW – the lowest construction bid was \$102,173.48 over the amount previously authorized by FEMA. FEMA historically will fund the actual costs of repairs even when the amount exceeds the estimates so long as all expenditures are documented, the project was not categorized as ‘fixed cost’ and the bid policy was followed. The base bid that was specified by the engineer is for the additional lime rock base, striping, parking stops, and handicapped striping work that will be needed for the parking area. These items were missed by FEMA during the damage assessment and were at the park previously. A project amendment will be sent to FEMA to include the overlooked materials and scope. Should FEMA disallow the project amendment, the Fishing Pier Maintenance Fund would provide the funding needed to make the repairs.

Board action to award the project including the alternate bid scope to North Florida Construction and authorize the Chairman to sign the attached notice to proceed.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board agreed to award the project including the alternate bid scope to North Florida Construction and authorized the Chairman to sign the attached notice to proceed. Motion carried 4-0, Commissioner Lockley absent.

5. BOARD ACTION: Proposal to Update County EEOP Plan

An Equal Employment Opportunity Plan (EEOP) is a required workforce report that is provided to the U.S. Department of Justice, Office of Justice Programs and Office of Civil Rights when an employer receives federal funding. Franklin County last updated the Plan in 2019 and is due for the 2021 update. I contacted Deborah Belcher of Roumelis Planning and Development who assisted the county in the 2019 update and requested a proposal for the 2021 report. Roumelis Planning submitted the attached cost proposal not to exceed \$1,000 to update the EEOP Pay Plan and Report.

Board action to approve the proposal from Roumelis Planning and Development to update the County's EEOP Plan Report.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board agreed to approve the proposal from Roumelis Planning and Development to update the County's EEOP Plan Report. Motion carried 4-0, Commissioner Lockley absent.

6. BOARD ACTION: Proposal to Update the County Grants Implementation Manual In 2019, the Board adopted a County Grants Implementation Manual which was developed by Roumelis Planning and Development. Since the original adoption of the manual, there have been changes made to CFR200 compliance requirements, changes in procedures and staffing, and compliance changes regarding several large Federal grant programs. To remain current with the new requirements from granting agencies, I reached out to Deborah Belcher for a cost proposal to update this manual. Roumelis Planning submitted the attached cost proposal not to exceed \$2,000 to complete the necessary policy updates to comply with Federal awards.

Board action to approve the proposal from Roumelis Planning and Development to update the County's Grants Implementation Manual.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to approve the proposal from Roumelis Planning and Development to update the County's Grants Implementation Manual. Motion carried 4-0, Commissioner Lockley absent.

7. BOARD ACTION: Change Order #1 Runway 6-24 and Taxiway B and D Lighting Rehabilitation

Franklin County received an \$800,000 grant from the Florida Department of Transportation for the complete replacement of the Runway 6-24 and associated taxiway lighting systems. The original construction contract did not include the replacement of the PAPI (precision approach path indicator) lights on either end of the runway. The PAPI lights are powered by the same circuit yet have been non-operational and no longer supported by the manufacturer. Airport Engineers AVCON are suggesting the lights be replaced with new LED PAPI lights. The attached change order with TCA Electrical Contractors for \$56,000 will replace the PAPI lights as part of the existing grant. FDOT has agreed to pay for the additional work so long as the project is completed prior to the grant expiration date of October 29, 2021.

Board action to approve change order number one for the Runway 6-24 and Taxiway B and D Lighting Rehabilitation project to include the replacement of the PAPI lights.

Item addressed earlier in meeting.

8. BOARD ACTION: Budget Workshop Dates

Budget preparations are under way and two days have been set aside for the budget workshops – Thursday, July 29th and Friday, July 30th. All constitucionals, departments and governmental agencies will be required to attend. Does the Board want to keep the funding for non-governmental, non-profit agencies tentatively set at the same level as last year as requested and not require the non-profits to attend? The budget workshop schedule will be posted online, and the public is welcome to attend.

Board action to approve the budget workshop dates and notification of agencies who are to attend.

Commissioner Parrish expressed concerns of increasing the budget. Chairman Jones and Mr. Moron recommended inviting the non-governmental, non-profit agencies.

Informational Item:

9. Board Information: Evergreen Pay and Compensation Plan Update

Evergreen solutions is performing the final data checks and review on the pay and compensation plan for Franklin County. The DRAFT report will be released on July 9th and Evergreen is scheduled to present the plan to the Board at your next meeting on July 20th.

Item below added at the meeting

BOARD ACTION ITEM: Armory Sprinkler System Project

Franklin County received \$250,000 in a legislative line item appropriation for the Armory Sprinkler System Project. Three years ago, Warren EMO provided a cost estimate with an increase of 3% construction cost per year of \$441,110 which included the design of which \$70,000 has already been completed. Once the County was notified that the grant had been approved, architect Warren EMO was asked for an updated cost of construction estimate for use in determining the county's unfunded match. It was at that time that Warren EMO informed Franklin County that he had retired.

Board action to authorize the planning department to advertise for architectural services for the Fort Coombs Armory Project and look for funding sources for the estimated grant match for the project. Two potential sources of match could include making a request to the Tourist Development Council as the historic Fort Combs Armory serves as the county's convention center and is a host site for many events that attract tourists and travelers to the county or from the Capital Outlay Fund.

Commissioner Parrish asked if there were other ways of obtaining funds to rehabilitate the armory such as Triumph, Restore Act, or American Rescue Act Funds. Mrs. Griffith said there are other funds that we can explore. She said we can talk to Traci about the American Rescue Act Funds. Mrs. Griffith said it would take so long to get approved she wouldn't recommend Triumph. Chairman Jones asked how much was left from the first Cares Act funding. Mrs. Griffith said there was around \$27,000 and the plan was to allow Mrs. Brownell to use those to place a roof on the storage building.

Commissioner Parrish made a motion to authorize the planning department to advertise for architectural services for the Fort Coombs Armory Project and look for funding sources for the estimated grant match for the project. Commissioner Ward seconded the motion.

Commissioner Parrish asked if the new architect would be able to use the design already completed as he was not in favor of starting completely over. Mrs. Griffith said the new architect will be able to pick up

where the previous architect left off. Commissioner Parrish suggested creating a plan for a RESTORE Project to finish the renovation of the armory. Commissioner Parrish noted there are several things that need to be done to see the project complete such as painting the outside and inside of building, replacing windows, sanding/refinishing floors, and landscaping. Commissioner Parrish said he would like to see this project completely finished.

Chairman Jones called for public comment and there were none. **Motion carried 5-0.**

20. County Coordinator – Michael Morón Action Items:

1. Special Check Disbursement: In addition to the Bill List that you approved this morning, I am asking the Board to authorize a June 23rd special check disbursement that covered travel and expenses for the FAC conference and a final payment to a contractor for his work on a HHRP rehab project. Board action to approve the June 23rd special check disbursement.

Item addressed earlier in meeting.

2. Road Paving Update & Change Order: Staff received the Ryan Drive engineer's report from the City of Carrabelle, which has been sent to Roberts and Roberts, and Attorney Shuler has the Interlocal agreement, signed by the City, ready for the Chairman's signature. With that said, we are ready to proceed with the repairs to Ryan Drive. In addition, staff received the change orders to stripe the Chapman Building and Buddy Ward Heritage Museum and Boat Ramp parking lots. Staff is waiting for additional change orders to pave roads in District 2 (Commissioner Boldt). Board action to approve change orders to stripe the Chapman Building and Buddy Ward Heritage Museum and Boat Ramp parking lots.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to approve the change orders to stripe the Chapman Building and Buddy Ward Heritage Museum and Boat Ramp parking lots. Motion carried 5-0.

3. HLMP Change Order: Mrs. Traci Buzbee submitted a change order, for the Chairman signature, that extends the HLMP contract date from June 30, 2021 to December 31, 2021. This extension was approved by the Florida Department of Emergency Management. Due to the pending deadline, the Chairman signed the change order on June 22, 2021. Board action to ratify the Chairman's signature on the HLMP change order.

Item addressed earlier in meeting.

4. American Rescue Plan Task Order: As the Board is aware Mrs. Traci Buzbee has been working on the County's behalf on the American Rescue Act funds in the same manner that she worked on the CARES Act funds, however she is doing this without an approved task order. Board action to authorize the Chairman's signature on the task order allowing Mrs. Buzbee to continue her role as the County's consultant for the American Recue Plan funds.

Item addressed earlier in meeting.

5. Fort Coombs Armory Architect: Last week Mr. Warren Emo informed Mr. Mark Curenton that he has retired and is no longer available to be the architect of record for the Fort Coombs Armory rehabilitation project, including the installation of the fire sprinkler system therefore, staff needs to advertise for architectural services as a Request for Qualifications. Board action to authorize staff to advertise for architect services for the Armory's fire sprinkler system.

Item addressed earlier in meeting.

6. No Wake Zones: Staff has received requests to repost No Wake Zone Signs at 2-mile and Ochlocknee areas and are working with the appropriate State agencies on this request. Chairman Jones would like a new authorized Wake Zone designation in the area referred to as The Cut. Mr. Curenton explained that an ordinance was required at one time, but is unsure of the current procedure. Would the Board consider authorizing Attorney Shuler to assist with this matter and schedule a public hearing if an ordinance is required? Board discussion and direction.

Commissioner Parrish asked for clarity on what area was in discussion at the 2-mile channel. Mr. Moron will pull the permit for the 2-mile channel and report back as to where exactly the area is. He will double check and send that information to the Commissioners. Attorney Shuler said the normal practice is for the Board to vote on setting a public hearing. The Board directed Attorney Shuler to research the issue and see if a public hearing is required and report back to the board.

7. Temporary Part-Time Position: As the court system has ended its COVID-19 restrictions and the court system begins working through the backlog of court proceedings, staff is in need of some temporary maintenance and custodial assistance for both buildings. I asked Mrs. Griffith and she verified that there is enough funding in the courthouse maintenance budget to fund a temporary part-time position at \$12 per hour for 29 hours per week. As the position is temporary and part-time, there are not any requirements to advertise for this position. If approved, I will ask Mr. Fonda Davis if there are any candidates from the Hurricane Michael program he would recommend for this temporary position. Board action to authorize the temporary part-time maintenance/custodial position.

Commissioner Parrish asked how long the position would last, Mr. Moron said less than six months. Commissioner Ward expressed her concerns with hiring and the upcoming budget increases. Commissioner Lockley said it is best to get the small issues fixed than to let it sit up and turn into a major problem. We have to do maintenance on the buildings.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board to authorize the temporary part-time maintenance/custodial position. Motion carried 5-0.

8. Opportunity Florida Airport Drone Project: Opportunity Florida is offering to create an overhead drone video of the airport, at no cost to the County that will be used to promote our Airport for possible economic opportunities. If the Board interested in the creation of this video I will meet with Opportunity Florida to discuss this project further. Board discussion and direction.

Item addressed previously in the meeting.

Commissioner Boldt brought up the bay restoration project and said they may want to share some of the knowledge of FSU and ANERR. Commissioner Lockley would like an update and find out if they still plan to complete the project within the next five years. Chairman Jones said he had discussions with FWC about the granite rock in June with the oysters starting spawning and doesn't recall seeing any barges. Commissioner Parrish said individuals have been working with FSU to put out limestone. Commissioner Lockley said he don't see why it is taking so long. Chairman Jones asked Mr. Moron to confirm they were supposed to be putting some material in the bay, and if they haven't done it find out why.

Chairman Jones said at the last meeting the Board voted to put up signs at Regatta Park with hours of operations from 7-7. It doesn't get dark until closer to 9. Chairman Jones would like to have the Board amend their vote in order for the hours to be 7-9 March 1st – September 30th and then 7-7 from October 1st –February 28th.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to amend the posted hours for Regatta Park to reflect hours of operation of 7 a.m. to 9 p.m. beginning March 1st through September 30th and 7 a.m. to 7 p.m. beginning October 1st through February 28th. Motion carried 5-0.

Commissioner Ward said she has been contacted by several constituents about alcoholic beverages being consumed at the ball parks.

Commissioner Ward made a motion to place signs prohibiting alcoholic beverages at all of the ball parks.

Chairman Jones asked if the county had any ordinances prohibiting alcohol and tobacco at public parks. Attorney Shuler said he will research the matter and report back to the Board. **Commissioner Ward withdrew her motion.**

Commissioner Ward asked for an update on the speed limit changes. She also reported that there are some dead trees on the side of the road near Barber Seafood, believes it will become a safety issue. It is the state road and question as to whether the property is state owned or private property owners. Commissioner Parrish would like to direct Attorney Shuler to look into the issue to see whose property it is on. Attorney Shuler said most of the trees are within 50 feet of the DOT right of way. Mr. Moron said he could set up a call with himself, Attorney Shuler and Vinnie to discuss the issue. Chairman Jones said some areas in Eastpoint the DOT right of way changes, some are 50 and some are 66 feet. Attorney Shuler said he will have the meeting and report back to the Board.

Chairman Jones asked if Mr. Moron had spoken with DOT about the section of road between 8th Street to Hwy 65. Chairman Jones said he would like to see it be double lined all the way to Hwy 65. Commissioner Ward said she had also brought up having the speed limit reduced up Hwy 65 past the prison.

Commissioner Ward reported she had been contacted by several contractors who do a lot of work on the island and would like the building department moved to Eastpoint. It is very difficult to navigate in our parking lot and then they have to come from SGI. It would be easier for them if there was an office in Eastpoint. The rental for the building would come out of the building department's budget. Commissioner Boldt said he has received the same input. Commissioner Ward asked the Commissioners to do their own research and maybe the Board could discuss at a later date.

21. County Attorney – Michael Shuler

Jingolo Power signed the leased agreement on Friday and sent by FedEx. He will forward over to Mr. Moron for signatures upon receipt. The first two months of the lease Jingoli will not pay rent because they are going to fence, improve and harden the surface of the property. All of the improvements will remain after they leave. Attorney Shuler said the process was slowed down a bit due to the environmental assessment. Until the report came back, Jingoli wanted the Board to give them an unlimited indemnification in the event there were any environmental issues that may cause harm to them. Once the assessment was received, an agreement was reached shortly thereafter.

Commissioners' Comments & Adjournment

22. Commissioners' Comments

Commissioner Ward congratulated Chairman Jones on the recent birth of his granddaughter. Commissioner Boldt spoke of John Bone and his worldwide plane ride. Commissioner Boldt shared pictures of the staging area of the Alligator Point.

Chairman Jones congratulated the girls' softball team on their state championship announcing they were headed to the World Series. Chairman Jones asked Mr. Moron to reach out to Mr. Sheridan and invite them to attend the next commissioners' meeting for recognition.

23. Adjournment

Chairman Jones adjourned the meeting at 2:35 p.m.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
JUNE 15, 2021
9:00 AM
MINUTES

Commissioners Present: Ricky Jones-Chairman, Bert Boldt, II-Vice-Chairman, Noah Lockley, Joseph Parrish, Jessica V. Ward

Others Present: Michele Maxwell-Clerk of Court, Michael Shuler-County Attorney, Michael Moron—County Coordinator, Jessica Gay-Deputy Clerk to the Board

Call to Order

Chairman Jones called the meeting to order at 9:00 a.m.

Prayer and Pledge

Chairman Jones led the Board in prayer followed by the Pledge of Allegiance.

Approval of Minutes

A. June 1, 2021, Regular Meeting

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by unanimous vote of the Board present, it was agreed to approve the minutes from the meeting held on June 1, 2021. Motion carried 5-0.

Payment of County Bills

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by unanimous vote of the Board present, it was agreed to approve the payment of the County Bills. Motion carried 5-0.

Awards and Recognitions

B. Mr. Danny Collins of DUKE Energy will be presented with a Resolution of Appreciation

Mr. Collins introduced his team, Mr. Mark (Runt) Moses, the supervisor for our area, and Mr. Jim Ginley, the director for the entire region.

Chairman Jones read the resolution as follows:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, OF FRANKLIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA EXPRESSING APPRECIATION FOR THE CONTINUED PARTNERSHIP BETWEEN DUKE ENERGY AND FRANKLIN COUNTY

WHEREAS, Duke Energy provides safe and reliable electric service to over ten-thousand customers in Franklin County; and

WHEREAS, Duke Energy has been an exceptional corporate and community partner having contributed over \$66,000 to Franklin County nonprofit organizations in 2020; and

WHEREAS, On October 10, 2018 Hurricane Michael made landfall as a category five hurricane and was the strongest hurricane to impact Franklin County in nearly a century; and

WHEREAS, Duke Energy and its employees worked tirelessly to restore electric service to Franklin County's residents following Hurricane Michael allowing the county to quickly begin the recovery and rebuilding process.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, of Franklin County, a political subdivision of the State of Florida, in regular session this 15th day of June, 2021, as follows:

1. The Franklin County Board of Commissioners expresses its appreciation to Duke Energy for the continued partnership between Duke Energy and Franklin County.
2. The Franklin County Board of Commissioners recognizes the tremendous work performed by Duke Energy and its employees to quickly and safely restore electric service to Franklin County's residents following Hurricane Michael in 2018.
3. This Resolution shall become effective immediately upon adoption hereof.

Each commissioner thanked Duke Energy for their efforts during Hurricane Michael and their ongoing service to our community.

Public Comments

No public comments.

Mr. Moron presented the following from his report at this time:

8. SHIP Disbursement Check: The Clerk's Finance office received a pay request from the SHIP Administrator for a contractor's final payment. However, the homeowner hasn't signed the Certification of Final Inspection as yet but is expected to do so before your next meeting on July 6th which is three weeks from today. With that in mind, would the Board consider authorizing the Clerk's Finance Office to do a special check run contingent upon the receipt of the completed Certification of Final Inspection?

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by unanimous vote of the Board present, it was agreed to authorize a special check run contingent upon the receipt of the completed Certification of Final Inspection. Motion carried 5-0.

Clerk of Courts – Michele Maxwell – Report

Nothing to report at this time.

Department Directors Report

Superintendent of Roads and Bridges – Howard Nabors

C. Report

Informational Items

1. Detail of Work Performed and Material Hauled by District

No action items.

Commissioner Parrish said that he is constantly receiving complaints about the yield sign coming off of C-30 onto Highway 98. He said it is a hazard and he believes we need to make this a stop instead of a yield. Commissioner Parrish would like to direct Mr. Clay to get in touch with the engineers to see if the stop can be included in the

SCOP project. Mr. Kennedy has already spoken to Mr. Curenton and he is willing to speak with DOT and the engineering firm and see what is needed to make the change.

Commissioner Parrish made a motion to direct Mr. Kennedy with Dewberry to work with Mr. Curenton, Mr. Nabors and DOT to possibly change the design to place a stop sign on C-30 unto Highway 98. Commissioner Boldt seconded.

Commissioner Lockley said he believes it is necessary due to the increased traffic.

Chairman Jones called for public comment since the item was not listed as an action item. There were no public comments.

Motion carried 5-0.

Commissioner Lockley said with all of the visiting traffic he felt like a stop was needed.

He asked Mr. Nabors to be prepared to report to the Board what equipment his department will need to purchase soon. Mr. Nabors said he knows they will have to purchase a few four-wheeled drive trucks. Mr. Nabors announced the ribbon cutting for the new office on Thursday,

Chairman Jones said he will get with Mr. Nabors to get a count for the no-motorized signs needed on the bike path.

Solid Waste Director – Fonda Davis

D. Report

FOR BOARD ACTION

Equal Shot request for funding (Proposal attached) \$2,500 donation

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, it was agreed to approve the Equal Shot program funding request for \$2,500.00. Motion carried 5-0.

Commissioner Lockley asked Mr. Davis to be prepared to report to the Board what equipment his department will need to purchase soon.

Chairman Jones asked if there is something that can be done to provide relief to the homeowners near Regatta Park. Attorney Shuler suggested that the Board establish hours of operation for the park. Chairman Jones said he would suggest 7 am to 7 pm. Attorney Shuler said the sheriff's department would prefer actual hours instead of sunrise to sunset. He does not recommend putting up any trespassing signs at this time.

Commissioner Ward made a motion to set operation hours for Regatta Park to 7 am -7 pm EST. Seconded by Commissioner Lockley.

Commissioner Boldt asked if the Board could consider setting hours of operation for Alligator Point beaches. Chairman Jones recommended the Board discuss Commissioner Boldt's suggestion at the workshop and come up with a clearer plan before taking a vote on the issue. Attorney Shuler said he believes the two issues should be addressed with separate motions.

Motion carried 5-0.

FOR BOARD INFORMATION

Right-of-Way Debris Pickup/Recycle Material Hauled

May 26, 2021-June 8, 2021

~RIGHT-OF-WAY DEBRIS PICKUP~

Apalachicola 17.76 TONS

Eastpoint 28.89 TONS

St George Island 112.78 TONS

Carrabelle 40.81 TONS

Lanark 12.38TONS

Alligator Point 0- TONS

~CARDBOARD RECYCLE MATERIAL HAULED~

Apalachicola 12.24 TONS

Eastpoint 18.38 TONS

St George Island 8.57 TONS

Carrabelle -0- TONS

Lanark -0-TONS

Alligator Point 0- TONS

~PLASTIC, PAPER, & ALUMINUM RECEIVED~

.82 TONS

Emergency Management Director – Pam Brownell

E. Report

Jennifer Daniels attended via Zoom in place of Ms. Brownell who was attending another meeting.

Action Items:

NONE

Informational Items:

1. EOC Staff hosted the Fuel Strategy Meeting with the County Departments, City of Apalachicola, City of Carrabelle, Franklin County Schools, and DOH on 6/9/21.
2. EOC assisted DOH with COVID Signs for immunization clinics held in Carrabelle and Eastpoint 6/12/21 and 6/13/21.
3. Members of Certs hosted a booth at the River Front Festival in Carrabelle on 6/12/21.
4. EOC Staff will be hosting a CERT Basic Training class on 6/19/21 9:00AM-1:00PM, 6/20/21 1:00 PM-5:00PM, 6/26/21 9:00AM-1:00PM,6/27/21 1:00 PM-5:00PM.
5. EOC Staff continues to monitor the stages of the HLMP (Hurricane Loss Mitigation Program) Grant. The HLMP grant has allowed us to mitigate numerous homes throughout Franklin County over the past 5 years.
6. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff’s Department & Weems, EMS, Conference Calls, pushing out messaging from DOH on Facebook and our EOC Website.

Extension Office Director – Erik Lovstrand

F. Report

Action Items

None

Informational Items

General Extension Activities:

- During this period, Extension staff assisted citizens on topics related to ID and control of garden pests, interpretation of soil sample reports, coastal dune native plants, pond vegetation ID, and more.
- Extension Director participated in the bi-weekly RCSC/ACF Caucus conference call and two Extension webinars on control of invasive woody vines and invasive skunk vine.

Sea Grant Extension Activities:

- Extension Director participated in the National Aquaculture Extension conference via Zoom.
- Franklin County Scallop Sitter volunteers picked up their 50 scallops, predator-exclusion cages, and other gear, to deploy bay scallops in St. George Sound up through the spawning season this fall. This is a cooperative project with FWC to improve scallop spawning potential and supplement wild populations.

4-H Youth Development:

- Local Making Strides 4-H club participated in the Carrabelle Riverfront Festival as an outreach event.

Family and Consumer Sciences:

- FNP staff continues to provide nutrition and healthy eating programming in local schools. The current program is titled “Soccer for Success”. All participants receive a free soccer ball at the end of the classes.

Home Horticulture Activities:

- Two Master Gardener classes were provided at the Extension office during this period.
- Franklin County Master Gardeners also participated in the Carrabelle Riverfront Festival.

Interim Airport Manager – Ted Mosteller – Report

G. Report 32:08

Good Morning Commissioners,

Reporting from the airport:

After being out of the loop--I’m working feverishly to get up to speed on current events, projects, and needs at the airport—contacting and meeting with those concerned.—engineers, FBO, etc. In the meantime----

The Runway 6/24 lighting project is well underway and I’m expecting information from engineering if sufficient funds are remaining for a change order to add PAPA lights to the project. **This is my recommendation—if there are indeed excess funds available from the grant—request permission to proceed.** The materials will need to be ordered in time to keep the crew on the job.

Chairman Jones asked when the time limit was for the grant and make sure that they are going to be able to proceed and complete the project by the deadline date for the grant. Mr. Moron said procedurally they would need to get a change order from the engineer and then bring it back to the Board for approval.

Since we are into Hurricane season already, the emergency generator for the runway and ramp lights is somewhat a priority. It has been out of service and has not been serviced since Hurricane Michael—when it ran for almost a week before commercial power was restored. Since Ring Power quoted some \$7,000 to retrofit/repair the control system—after the hurricane, I have been able to manually manipulate cranking it, until the battery completely died at the first of the year. Problems include the electronic control board and control sensors (which I was able to patch or bypass) and the injector pump (some \$2,000) (Ring Power estimates total repairs up to \$10,000).

Until a final decision is made on replacement—I **request permission to replace the battery.** (NAPA--soon to be Carquest; quotes \$144.49). Also, the generator appears to be out/low of fuel—or a fuel filter restriction—because of lack of servicing and the old fuel. **I have requested Howard deliver fuel at his convenience.**

Chairman Jones said he would like to see the quote for the generator repair so that the Board could take action on it. In his opinion, it would be better for the repairs to be done than to replace the entire generator. Mr. Moron asked if Mr. Mosteller could request a repair quote so that the generator can be used until it can be replaced. Mr. Mosteller will contact them and request a quote to repair. A new generator would be around \$38K. Mr. Moron asked Mr. Mosteller to get a quote for the repairs and a quote to purchase a new one. Mr. Moron said let's wait for the quote before purchasing the battery.

Chairman Jones asked Attorney Shuler if they could address Mr. Moron's about "staff" being authorized to approve expenditures of the airport up to a certain limit. The Board briefly discussed and decided to wait until after Mr. Mosteller's report to address the issue.

Another priority concern is the West Ramp storm sewer system—which was re-built in 2008. In particular, a sinkhole has opened up on the edge of the ramp—caused by leakage of the system. There is a drainage project coming up in July, which will address this and other drainage issues, however in the meantime. I would like to address this as an emergency safety issue before someone falls into or drives a vehicle or airplane into the sinkhole, and **request Howard send a dump truck of fill dirt.**

Chairman Jones would like to amend the request for lime rock to be used instead of fill dirt.

Motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved for Mr. Howard to place limerock in the sinkhole.

Commissioner Lockley requested a list of items in need of repair at the airport. Commissioner Ward confirmed that the generator was covered and out of the elements.

Motion carried 5-0.

Mr. Moron and Mr. Mosteller discussed additional details of the repairs needed on the generator. Commissioner Boldt requested a list of items in need of repair at the airport.

Reporting from the FBO:

Ms. Tara Maugham reported on the maintenance and operations of the airport. Ms. Maugham reported the grounds and airport runways are looking good. The new zero turn mower has helped out. She thanked Rusty for helping out with the larger mower. She reported there were minor issues to the buildings and they are working to repair those.

Ms. Maugham reported the following data for YTD: 1985 visitors deplaned, 1100 revenue producing flights. In May, there was 221 revenue-producing flights and 410 passengers deplaned. YTD the airport has brought in \$30,865 in revenue, \$5,514 brought in for May. There are currently (4) four job openings at the airport. The openings are being advertised on Indeed and through local outlets. Mr. Moron will add the advertisement to the County's website.

Commissioner Boldt asked that Ms. Maugham provide her future reports in written format so that the Commissioners could read along.

Mr. Moron presented the following item from his report:

5. Interim Airport Manager: At your last meeting, the Board appointed Mr. Ted Mosteller as the Interim Airport Manager until September 30th when a permanent candidate, to replace the vacancy left by Mr. Jason Puckett's resignation, should be in place. The Board directed Attorney Shuler to prepare a contract to include compensation for Mr. Mosteller during his tenure. Mr. Shuler and I discussed this matter and since Mr. Mosteller's role as the Interim Airport Manager is short, we recommend the Board authorize these few directives for Mr. Mosteller instead of a contract. The first would be, as Mr. Mosteller did this morning, all actions in his role must be approved by the

Board, including but not limited to amending the airport layout plan, entering into contracts or leases, or applying for any grants. Next, Mr. Mosteller is not authorized to charge on any County accounts or encumber any charges for the County without Board or staff approval. As suggested by Commissioner Lockley, Mr. Mosteller will be paid \$1500 per month until September 30th. As it relates to creating a scope of work and a monthly fee for a permanent airport manager, I recommend a committee made up of Mr. Mosteller, Mr. Andrew Hartman of Centric Aviation, and Mrs. Erin Griffith. I believe with Mr. Mosteller's past knowledge of the County's Airport, Mr. Hartman's experience of dealing with multiple airports of different sizes and those airport managers, and Mrs. Griffith financial insight relating to the airport's budget and grants, a draft comprehensive scope of work and monthly fee would be available to the Board for review and discussion before the start of budget workshops in July.

Commissioner Lockley believes we should be looking for someone who can bring in jobs to the airport. Commissioner Boldt said we should be looking for someone who has an understanding of the Triumph grants and projects and how they relate to projects at the airport. He would also like to find someone who has credentials with FDOT Aviation Division and FAA. Chairman Jones noted that with adding additional qualifications the Board should anticipate paying a higher salary.

Chairman Jones asked what staff would be authorized to approve purchases at the airport. Mr. Moron said Mrs. Griffith or himself. They discussed setting a limit of \$1,500 and any purchase over that amount would require Board approval.

Commissioner Boldt said he would like to make sure the \$1,500 monthly salary would be paid to Mr. Mosteller retroactive to June.

Motion by Commissioner Lockley to approve the directives stated above for Mr. Mosteller as Interim Airport Manager, the \$1500 monthly fee that will terminate along with Mr. Mosteller's role as Interim Manager on September 30, 2021, allowing 'County staff' (Mr. Moron and Mrs. Griffith) to approve purchases up to \$1,500 and the creation of the committee with the stated members to create a scope of work and a monthly fee for a permanent Airport Manager. Commissioner Boldt seconded the motion. Motion carried 5-0.

Board of Adjustment – Cortni Bankston – Report

- H. Consideration of a request for a variance to construct a single-family dwelling and stairs/covered porch 4.4 feet into the 25-foot front setback, an open deck 10 feet into the rear 50-foot wetlands setback. Property described as 689 Longwood Court, Lot 43 Whispering Pines Sub Phases 3 & 4, Eastpoint, Franklin County, Florida. Request submitted by Southeastern Consulting Engineers, Inc., agent for Tiffany Boone, applicant. **Advisory Board Recommended Approval.**

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve a variance to construct a single-family dwelling and stairs/covered porch 4.4 feet into the 25-foot front setback, an open deck 10 feet into the rear 50-foot wetlands setback. Property described as 689 Longwood Court, Lot 43 Whispering Pines Sub Phases 3 & 4, Eastpoint, Franklin County, Florida.

Motion carried 5-0.

- I. Consideration of a request for a variance to construct an HVAC Platform deck and stairs 48 inches into the 10 foot side setback. Property described as 114 Connecticut Street, Unit 1 Block J Lot 13, Lanark Village, Franklin County, Florida (House permit # 30078). Request submitted by Dale Crowson, agent for Martha K. Swaggerty, applicant. **Advisory Board Recommended Approval.**

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, to approve a variance to construct an HVAC Platform deck and stairs 48 inches into the 10 foot side setback.

Property described as 114 Connecticut Street, Unit 1 Block J Lot 13, Lanark Village, Franklin County, Florida (House permit # 30078). Motion carried 5-0.

Planning and Zoning – Cortni Bankston – Report

Critical Shoreline Applications

- J. Consideration of a request to modify an existing dock by adding a 4' x 18' finger pier and a 12' x 20' covered boatlift on property described as Lot 4, Block 76, Unit 5, 363 Cook Street, St. George Island, Franklin County, Florida. State and Federal Permits have been received. Request submitted by Better Built Docks, agent for James Slack, applicant. (Application originally approved 12/10/2019) **P&Z Board Recommended Approval.**

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve a request to modify an existing dock by adding a 4' x 18' finger pier and a 12' x 20' covered boat lift on the property described as Lot 4, Block 76, Unit 5, 363 Cook Street, St. George Island, Franklin County, Florida. Motion carried 5-0.

- K. Consideration of a request to construct a 6'x20' Floating Dock with a 3'x16' Wood Ramp, a 4'x30' Catwalk, a 16'x32' Boat lift, and Cover, a repair of an existing 6'x10' Dock, and replacement of an existing 8'x24' Terminus on property located at 546 River Road, Carrabelle, Franklin County, Florida. Applicant would be contingent upon State and Federal permits. Request submitted by Larry Joe Colson, Agent for William & Anita Shuey, Applicants. **P&Z Board Recommended Approval Contingent upon State & Federal Permits.**

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve a request to construct a 6'x20' Floating Dock with a 3'x16' Wood Ramp, a 4'x30' Catwalk, a 16'x32' Boatlift and Cover, a repair of an existing 6'x10' Dock, and replacement of an existing 8'x24' Terminus on property located at 546 River Road, Carrabelle, Franklin County, Florida, contingent upon State and Federal permits. Motion carried 5-0.

- L. Consideration of a request to modify an existing dock by adding a 12' x 33' Covered Boat Lift on property located at 2218 Highway 98 East, Lanark Beach, Franklin County, Florida. Applicant has an exemption from State and Federal Permits. Request submitted by Todd Barlow, Applicant. **P&Z Board Recommended Approval.**

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, to approve a request to modify an existing dock by adding a 12' x 33' Covered Boat Lift on property located at 2218 Highway 98 East, Lanark Beach, Franklin County, Florida, contingent upon State and Federal permits. Motion carried 5-0.

Commercial Site Plan Applications

- M. Consideration of a request for Commercial Site Plan Review of an RV & Boat Storage Facility on a 4.02 Acre parcel at 50 North Bayshore Drive, Eastpoint, Franklin County Florida. Request submitted by Abel Raouf Arafa, agent for Render & Pam Ward, applicants. **P&Z Board Recommended Approval.**

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to approve a request for Commercial Site Plan Review of an RV & Boat Storage Facility on a 4.02 Acre parcel at 50 North Bayshore Drive, Eastpoint, Franklin County Florida. Motion carried 5-0.

- N. Consideration of a request for Commercial Site Plan Review of a 49.11 5/8 x 51.11 5/8 Firetruck Garage on a 0.344 acre parcel located at 37 Tom Roberts Road, Alligator Point, Franklin County, Page 41

Florida. Request submitted by Paul Parker, Agent for The Alligator Point Volunteer Fire Department, applicant. **P&Z Board Recommended Approval.**

On a motion by Commissioner Boldt, seconded by Commissioner Ward, to approve a request for Commercial Site Plan Review of a 49.11 5/8 x 51.11 5/8 Firetruck Garage on a 0.344 acre parcel located at 37 Tom Roberts Road, Alligator Point, Franklin County, Florida. Motion carried 5-0.

Re-Zoning & Land Use Change Applications

- O. Consideration of a request for a Public Hearing to re-zone a 2.01 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2332 Highway 98 East, Lanark, Franklin County, Florida, from C-4 Mixed-use Residential to R-1A Single Family Residential Subdivision District. Request submitted by Melinda Carroll & Vicki Williams, applicants. **P&Z Board Recommended Approval for Public Hearing.**

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, to approve a request for a Public Hearing to re-zone a 2.01 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2332 Highway 98 East, Lanark, Franklin County, Florida, from C-4 Mixed-use Residential to R-1A Single Family Residential Subdivision District. Motion carried 5-0.

- P. *****The applicant has asked the Board of County Commissioners to withdraw this request at this time.**

Consideration of a request for a Public Hearing to re-zone a 5.2 acre parcel lying in Section 36, Township 8 South, Range 7 West, located at 11 South Bay Shore Drive, Eastpoint, Franklin County, Florida from R-1 Single Family Residential District to C-3 Commercial Recreation District. Request submitted by Jana Poirier, Agent for Thoe Sereebutra, applicant. **P&Z Board Recommended Denial for Public Hearing.**

The applicant has withdrawn their request for a public hearing at this time.

- Q. Consideration of a request for a Public Hearing to re-zone a 1.23 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2390 Oak Street. Lanark Village, Franklin County, Florida, from C-2 Commercial Business District to C-4 Mixed Use Residential. Request submitted by Charles and Elizabeth Shultz, applicants. **P&Z Board Recommended Approval for Public Hearing.**

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, to approve a request for Public Hearing to re-zone a 1.23 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2390 Oak Street. Lanark Village, Franklin County, Florida, from C-2 Commercial Business District to C-4 Mixed Use Residential. Motion carried 5-0.

Mr. Moron presented the following items from his report at this time:

1. P&Z/BOA: At your May 18th meeting I was directed to create an advertisement to encourage volunteers to serve on the County's Planning & Zoning Commission, Advisory Board of Adjustment, and Weems Board of Directors. Mrs. Cortni Bankston, the Zoning Administrator, created the advertisement, uploaded to the County's website, and sent it to WOYS and The Times to run as public service announcements. For better exposure, I directed Mrs. Bankston to purchase an advertisement package from WOYS for the Planning and Zoning Commission and Board of Adjustment vacant seats.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board ratified the purchase of the advertisement package from WOYS. Motion carried 5-0.

2. District 1 P&Z: Prior to the start of the advertisements for the vacant Planning & Zoning vacant seats, Commissioner Jones informed me that he has a candidate, Mr. James Morris, for District 1's Planning & Zoning vacant seat. Mr. Morris is the current St. George Island Civic Club president and is eager to serve on the Planning & Zoning Commission. If approved, the advertisement will be updated to reflect the current vacant seats.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board appointed Mr. Jim Morris to the Planning & Zoning District 1 seat. Motion carried 5-0.

3. Weems BOD: I informed Mr. David Walker, Weems CEO, of the Boards plan to recruit volunteers to serve on vacant P&Z and BOA seats. Mr. Walker stated that he would do the same to fill vacant Weems Board of Directors seats. Before advertising, I suggested that there is a discussion on moving Mr. Duffie Harrison, the current Board Chairman, from the At- Large seat that he currently occupies to District 5 seat on the Board. That would allow Mr. Walker to advertise for an At-Large seat in addition to any other vacant seat.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved moving Mr. Duffie Harrison, the current Board Chairman, from the At- Large seat that he currently occupies to District 5 seat on the Board.

Commissioner Ward said she has reached out to Mr. Harrison and he concurs with this change.

Motion carried 5-0.

The meeting recessed at 10:20 a.m. and resumed at 10:35 a.m. Commissioner Lockley had to leave the meeting at this time.

Public Hearings 10:35 a.m. (ET)

- R. 10:35 a.m. (ET) or thereafter: AN ORDINANCE REZONING 0.129 ACRES OF LAND IN SECTION 31, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FROM C-1 COMMERCIAL FISHING DISTRICT TO C-4 COMMERCIAL RECREATION DISTRICT.

Mrs. Bankston notified the Board of a discrepancy in the request. The rezoning request is for C-3 Commercial Recreation District and not a C-4. Chairman Jones asked if they plan to add public restrooms. After the rezoning is approved, the applicants will bring a site plan to the Board for approval. Attorney Shuler said if the Board approves the rezoning, all this allows is for the applicant to apply for uses authorized within the C-3 Commercial District. The applicants will be required to apply for a site plan. The Board is not in a procedural situation to make a decision on the site plan at this time. Commissioner Parrish said they would be required to remove the trailers every six months or when a hurricane is eminent as to the standards required of the adjacent neighbors.

There were no public comments. The applicants did not attend in person nor via Zoom.

The Board discussed the request and did not feel they had enough information to make a decision.

Commissioner Ward made a motion to table the item until the Board could receive further information from the applicant.

Attorney Shuler said the Board could table the item and reschedule for a specific date, or direct staff to re-advertise for a future public hearing.

Commissioner Ward amended the motion to table the item and request staff to re-advertise for a future public hearing, seconded by Commissioner Boldt. Motion carried 4-0.

- S. 10:40 a.m. (ET) or soon thereafter: AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 1.37- ACRE PARCEL OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM RESIDENTIAL TO COMMERCIAL.

Mr. Lorne Whaley, the applicant, gave the Board a brief overview of the total sales and donations made from the food truck since the alternative site opened on May 12th. Ms. Mary Lawhon, the property owner, was in person and said she was in full agreement with Mr. Whaley's requested use.

Commissioner Ward made a motion to approve an ordinance amending the Franklin County Comprehensive Plan to change the permitted use of a 1.37-acre parcel of land in Section 25, Township 7 South, Range 5 West, from Residential to Commercial. Commissioner Boldt seconded the motion.

Commissioner Ward said that she would like to make note that Mr. Lorne has served a lot of people in the community. She said that she had reached out to the RV Park located nearby the property in discussion and the owners are in full support of the request.

Motion carried 4-0.

- T. 10:45 a.m. (ET) or soon thereafter: AN ORDINANCE REZONING 1.37 ACRES OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM R-4 SINGLE FAMILY HOME INDUSTRY DISTRICT TO C-4 MIXED USE RESIDENTIAL DISTRICT.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved an ordinance rezoning 1.37 acres of land in Section 25, Township 7 South, Range 5 West, from R-4 Single Family Home Industry District to C-4 Mixed Use Residential District. Motion carried 4-0.

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

- U. Report

Action Items

1. BOARD ACTION: Approval to advertise for construction Timber Island Road Project

The bid solicitation for the construction portion of the Timber Island Road Resurfacing Project was ready to go in between commission meetings and to expedite the project, the Planning Department proceeded with the placement of the ad in the local and regional newspapers. Construction will consist of approximately 0.90 miles of widening and resurfacing, striping, signs, and grassing along Timber Island Road. The bids are due to the Clerk's Office by 4:00 p.m. on July 19th and will be read aloud at the commission meeting on July 20th.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board granted retroactive approval for the Planning Department to advertise for construction bids for the Timber Island Road Resurfacing Project. Motion carried 4-0.

2. BOARD ACTION: Accept ranking of firms for CEI Timber Island Road Project

At your last meeting, the proposals were opened and released to the ranking committee for the CEI for the Timber Island Road Project. The committee has ranked Southeastern Consulting Engineers as the top firm.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Planning Department to proceed with negotiations with Southeastern Consulting Engineers. Motion carried 4-0.

3. BOARD ACTION: Acceptance of FAA Airport Coronavirus Response Grant

As reported at your regular meeting on May 18th, the county applied for a second installment of Coronavirus Relief Funding for the Apalachicola Regional Airport. The FAA is providing the funds to help offset declines in aviation revenues arising from diminished airport operations and activities as a result of the COVID-19 public health emergency. The funds provided can only be used for purposes directly related to the airport and can include the reimbursement of an airport's operational and maintenance expenses. The county was notified yesterday of the grant award for \$9,000.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the grant acceptance form contingent upon review by County Attorney Michael Shuler. Motion carried 4-0.

4. BOARD ACTION: Notice of Program Closeout – 1st CARES Act Program Allocation

Franklin County received \$2,115,719 in CARES funding based upon the documented cost of public safety personnel during the pandemic. These funds provided aid to other governmental agencies (transfers to the Cities of Apalachicola and Carrabelle), grants to local businesses, assistance to local food pantries, provided for operational expenditures relative to Coronavirus response including disinfectants, barriers, large scale software and computer upgrades, kiosks, message boards and digital scanners, funded the new computer animated dispatch system for the Sheriff's Department and funded the fortification and protection of the landfill transfer station pad. There is still one pending COVID remediation request for an estimated \$62,558 in antibacterial and antimicrobial surfacing of the county jail of which will be advertised for bid sometime this month. The CARES cost tracking workbook is attached. The Notice of Program Closeout simply attests that Franklin County acknowledges that the 1st round of CARES funding is complete and fully-documented.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Chairman's signature on the Notice of Program Closeout. Motion carried 4-0.

5. BOARD ACTION: Sheriff's E911 Grants

E911 Coordinator Renee Brannan will be available by phone to answer any questions in regards to the following two grants.

a. Regional NG-9-1-1 Grant Agreement and Vendor Contract

At the April 20th meeting, the Board approved the Region 1 GIS Mapping Grant (NG-911) application and regional MOU. This five-year grant will interface mapping data within the region and will leverage technology to enhance response time, provide additional mapping detail and services to process incoming 911 calls. The time-sensitive grant agreement for this project was

sent to the E911 Coordinator Renee Brannan and signed by the Chairman on June 3rd. Approval is also requested for the attached sole-source provider Datamark's contract for the regional project.

Commissioner Ward asked if Attorney Shuler had reviewed the agreement and contract. Attorney Shuler said he had not reviewed this particular one. However, this is a multi-county agreement and we are basically locked into the terms.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Chairman's signature on the grant agreement for the Regional NG-911 Grant Program and the Datamark contract. Motion carried 3-0. (Commissioner Parrish stepped out momentarily)

b. RapidDeploy E911 Software-as-a-Service (SAAS) Agreement

Also at the April 20th meeting, the Board signed the grant agreement for the E911 RapidDeploy grant. This \$63,960 grant is part of the tri-county rural grant for five years of software licensing that will interface the newly updated mapping data with the E911 system at the Sheriff's Department. The RapidDeploy system will combine mapping and data analytics with cloud-based software. This grant will fund the replacement of the existing GEOCOMM software. RapidDeploy is the sole-source provider and the Board's approval of the attached SAAS agreement is requested.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Chairman's signature on the attached RapidDeploy Software-as-a-Service Agreement. Motion carried 3-0. (Commissioner Parrish stepped out momentarily)

5. BOARD ACTION: Acceptance of Annual Edward Byrne Memorial Justice Assistance Grant (JAG)

Each year, the Sheriff's Department applies for funding through the Edward Byrne Memorial Justice Assistance Grant Program. The 2021 value of the grant is \$34,832 and provides funding for certain law enforcement activities and personnel.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to authorize the Chairman to sign the Acceptance of Federal Funding Assistance for the Sheriff's JAG grant.

Chairman Jones asked if the JAG grants were included in the Sheriff's budget. Mrs. Griffith said they would be included.

Motion carried 3-0. (Commissioner Parrish stepped out momentarily)

7. Board Information: CORRECTION Preliminary Estimate of Taxable Value Percentage Increase

At your last meeting, I incorrectly reported the percentage increase in the 2020 to 2021 taxable value. The values were reported correctly, however the percentage increase as reported at 13.81% was the two-year increase in taxable value (from 2019 values), not the one year rate of increase from 2020 to 2021 taxable value which is 7.92%. It is still the highest rate of appreciation as seen by Franklin County since the crash of the housing market almost fifteen years ago but not a double digit one-year increase in taxable value that was previously reported. I would also like to make the public aware that this reported number is an increase in the overall taxable value of property for Franklin County – not an increase in the tax rate.

County Coordinator – Michael Morón – Report

V. Report

Action Items:

1. P&Z/BOA: At your May 18th meeting I was directed to create an advertisement to encourage volunteers to serve on the County's Planning & Zoning Commission, Advisory Board of Adjustment, and Weems Board of Directors. Mrs. Cortni Bankston, Zoning Administrator, created the advertisement, uploaded to the County's website and sent it to WOYS and The Times to run as public service announcements. For better exposure, I directed Mrs. Bankston to purchase an advertisement package from WOYS for the Planning and Zoning Commission and Board of Adjustment vacant seats.

Item addressed earlier in the meeting.

2. District 1 P&Z: Prior to the start of the advertisements for the vacant Planning & Zoning vacant seats, Commissioner Jones informed me that he has a candidate, Mr. James Morris, for District 1's Planning & Zoning vacant seat. Mr. Morris is the current St. George Island Civic Club president and is eager to serve on the Planning & Zoning Commission. If approved, the advertisement will be updated to reflect the currently vacant seats.

Item addressed earlier in the meeting.

3. Weems BOD: I informed Mr. David Walker, Weems CEO, of the Boards plan to recruit volunteers to serve on vacant P&Z and BOA seats. Mr. Walker stated that he would do the same to fill vacant Weems Board of Directors seats. Before advertising, I suggested that there is a discussion on moving Mr. Duffie Harrison, the current Board Chairman, from the At- Large seat that he currently occupies to District 5 seat on the Board. That would allow Mr. Walker to advertise for an At-Large seat in addition to any other vacant seat.

Item addressed earlier in the meeting.

4. Road Paving Change Orders: The following are updates and change orders to the paving project.

District 1: The Board, at the May 4th meeting, approved a \$63,180 change order for asphalt and striping on sections of 5th, 6th, and 7th streets on St. George Island. Chairman Jones would like to void that change order and replace it with a \$192,050 change order to pave Power Drive and Smith Street in Eastpoint.

District 2: Commissioner Boldt submitted Jeff Sanders Road and Enabob Street for work, however more specific information is required before Roberts and Roberts can provide a quote.

District 3: Roberts and Roberts should be finalizing paving the Chapman parking lot and the eastern end of MLK Jr. Street (road to the fish cleaning table). Parking striping was not included in the original quote for the Chapman parking lot, should staff request a quote for striping?

District 4: During the May 4th meeting a portion of Bluff Road was approved for asphalt overlay and striping. After the overlay was completed, a soft spot was found at that location. Upon further investigation, it has been determined that a washout of the soil around the box culvert and has caused undermining of that road section. Roberts and Roberts have submitted a \$20,000 quote to replace the fill and repair that section. There is a possibility that once the work starts, there might be more damage that what has been estimated and additional repairs will be required.

Commissioner Parrish added that he would like to get striping and wheel stops for the Buddy Ward Park.

District 5: The County is waiting for engineering and survey information before proceeding with repairs to Ryan Drive. Commissioner Ward requested quotes to stripe (paint) a portion of Frank McKamey, a portion Lighthouse Road, and Beacon Street. That total quote is \$4,510. The

Commissioner also requested a quote to stripe (paint) C.C. Land Road, 10th Street, 7th Street, 6th Street, and Brian Street. The total cost to stripe these streets are \$13,755.00.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the \$192,050 change order for District 1, request a quote for parking striping and wheel stops for the Chapman Building parking lot in District 3, the \$20,000 change order for the repairs on Bluff Road in District 4, along with Commissioner Parrish would like to get striping and wheel stops for the Buddy Ward Park and the \$4,510 and \$13,755 striping change orders for District 5. All change orders will be paid from that district's paving funds. Motion carried 4-0.

5. Interim Airport Manager: At your last meeting, the Board appointed Mr. Ted Mosteller as the Interim Airport Manager until September 30th when a permanent candidate, to replace the vacancy left by Mr. Jason Puckett's resignation, should be in place. The Board directed Attorney Shuler to prepare a contract to include compensation for Mr. Mosteller during his tenure. Mr. Shuler and I discussed this matter and since Mr. Mosteller's role as the Interim Airport Manager is short, we recommend the Board authorize these few directives for Mr. Mosteller instead of a contract. The first would be, as Mr. Mosteller did this morning, all actions in his role must be approved by the Board, including but not limited to amending the airport layout plan, entering into contracts or leases, or applying for any grants. Next, Mr. Mosteller is not authorized to charge on any County accounts or encumber any charges for the County without Board or staff approval. As suggested by Commissioner Lockley, Mr. Mosteller will be paid \$1500 per month until September 30th. As it relates to creating a scope of work and a monthly fee for a permanent airport manager, I recommend a committee made up of Mr. Mosteller, Mr. Andrew Hartman of Centric Aviation, and Mrs. Erin Griffith. I believe with Mr. Mosteller's past knowledge of the County's Airport, Mr. Hartman's experience of dealing with multiple airports of different sizes and those airport managers, and Mrs. Griffith financial insight relating to the airport's budget and grants, a draft comprehensive scope of work and monthly fee would be available to the Board for review and discussion before the start of budget workshops in July.

Item addressed earlier in the meeting.

6. Board Committee Assignment Change: Commissioner Jones asked if any other Commissioner would be interested in serving on the Apalachicola Bay System Initiative (ABSI) to reduce some of his meeting load. Since Commissioner Boldt serves on Small County Coalition that only meets during conferences, I asked both Commissioners if they would consider switching committees, and they agreed.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized assigning Commissioner Boldt to ABSI and Chairman Jones to the Small County Coalition. Motion carried 4-0.

7. Community Action Request: The rehabilitation project at 579 Ridge Road is almost complete but there were a few issues with the project. Those issues have been resolved, but there is a small change order that requires Board action. There is a damaged joist that was not included in the initial estimate that will cost \$750 to repair. Community Action is managing this project; therefore, the repair will be paid from the donated funds.

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the \$750 change order for the repairs to 579 Ridge Road. Motion carried 4-0.

Chairman Jones requested that the Board receive an updated report of the funding to provide the information to the public.

8. SHIP Disbursement Check: The Clerk's Finance office received a pay request from the SHIP Administrator for a contractor's final payment. However, the homeowner hasn't signed the Certification of Final Inspection as yet, but is expected to do so before your next meeting on July 6th which is three weeks from today. With that in mind, would the Board consider authorizing the Clerk's Finance Office to do a special check run contingent upon the receipt of the completed Certification of Final Inspection.

Item addressed earlier in the meeting.

9. Timber Island Road Ad: In order to expedite the timeline for the Timber Island Road widening and resurfacing project, Mr. Curenton sent the advertisement for construction bids to the newspaper over a week ago. It ran last Thursday and is also on the County's website and Demand Star. By doing this, the Board can open bids at the next meeting instead of in August.

Item addressed earlier in the meeting.

10. Ethics Training 2020 Letter: I was informed by the Florida Association of Counties that the ethics class held on Saturday, May 15th will be credited for 2021 not 2020. Would the Board consider authorizing the Chairman to sign a letter stating that the Board tried on numerous occasions, during 2020, to schedule an ethics class but because of COVID was not able to. This letter would accompany any reports you are asked if your 2020 ethics training was completed.

Attorney Shuler said that he will reach out to the Ethics Commission and let them know that a letter will be forthcoming.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the letter and the Chairman's signature. Motion carried 4-0.

11. CDBG Close Out Letter: Last week Mrs. Deborah Belcher, CDBG Administrator, submitted the CDBG close out documents. The document reports included the original \$700,000 grant amount plus the Eastpoint Wildfire additional funds. The document package was due yesterday so I asked the Chairman to sign the necessary forms last week to get them to Mrs. Belcher in time to meet yesterday's deadline.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board ratified the Chairman's signature on the CDBG grant close out documents. Motion carried 4-0.

Informational Items

12. Building Official Date Correction: At your May 18th meeting I informed the Board that Mr. Steve Paterson received his Provisional Building Official license. I stated that Mr. Paterson would assume the role and receive a pay raise as the County Building Official effective May 15th, but in my report, I mistakenly typed March 15th. For the record, Mr. Paterson assumed the responsibility as the County's Building Official along with the new salary effective May 15th.

13. CareerSource Training: Mrs. Kim Bodine, CareerSource Executive Director, informed me that at least one board member and staff from each county is required to participate in training that provides an orientation to local workforce boards and the various roles and responsibilities of each partner. This training can be done online. Let me know if you are interested in registering for this training.

14. Health Department HIV Testing Event: The Florida Department of Health will be hosting a HIV testing day event on Monday, June 28th on St. George Island. This event will be on the empty lot next to the main beach parking lot from 10:00 am to 2:00 pm. A flyer is attached to my report.

Mr. Moron announced that the workshop would not be live-streamed and anyone who wanted to attend could do so in person or by Zoom. Mr. Moron explained the latest executive order regarding social distancing requirements.

Commissioner Parrish asked for an update on the cameras at the Abercrombie Boat Ramp.

County Attorney – Michael Shuler – Report

W. Report

Action Item: Leave No Trace Ordinance – include any other beaches to be included?

Commissioner Boldt said he would like to include Alligator Point.

Commissioner Boldt made a motion to include the beaches at Alligator Point in the Leave No Trace Ordinance, seconded by Commissioner Ward. Motion carried 4-0.

Commissioners' Comments

Commissioner Boldt announced a social event in Alligator Point on July 3rd and invited Commissioners to attend. The event will be held on Mariner Drive off of Alligator Drive.

Mr. Moron said the applicant whose item was tabled earlier in the meeting was now online and asking to speak to the Board. Since the item has already been voted on, the Chairman could not allow her to speak on the issue at this time. Mr. Moron said that he will get with Mrs. Bankston and have her collect more information from the applicant before the next meeting.

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 11:28 am.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
WORKSHOP
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
JUNE 15, 2021
1:30 P.M.
MINUTES**

Commissioners Present: Ricky Jones-Chairman, Bert Boldt, II-Vice-Chairman, Joseph Parrish, Jessica V. Ward

Others Present: Michele Maxwell-Clerk of Court, Michael Shuler-County Attorney, Michael Moron—County Coordinator, Jessica Gay-Deputy Clerk to the Board

Call to Order

Chairman Jones called the workshop to order at 1:30 p.m.

Chairman Jones opened the workshop announcing the topic to be discussed. Mr. Moron called for public comments. There were four callers on the phone.

John Berry had phone issues on his end. Ken Nelson had phone issues on his end. Chairman Jones said the Board would come back to them after the other public comments.

Rudy Mang spoke in favor of the booting on Alligator Point. Mr. Mang expressed his feelings about the advertisement for our local area. He feels it is a negative factor for the area. Mr. Mang expressed his thoughts on the influx of traffic and issues with parking. He doesn't feel the sheriff should have to spend as much time on Alligator Point and doesn't believe the tow trucks resolve the issue. Mr. Mang expressed his support of booting.

Chairman Jones said the purpose of the workshop was to discuss the options to address the issue in a public format. He said if we start booting under the current terms, it would be more work for the sheriff's office.

Chairman Jones said there is another issue that needs to be addressed and that is people putting up signs on their own and this is illegal.

Mike Booters said parking is an issue along with a combination of many other things. He said Alligator Point was designed as a residential community and they only have one business. The original beach accesses were to allow people who own houses or rent houses to access the beach. Often those people do not have parking to access the beach. Seems like booting is a viable solution. He recommended some type of volunteer parking enforcement on Alligator Point and believes several residents would go through all of the training. He said he knows other communities in Florida have done something similar but he has not investigated. He believes the resolution would be to have someone on site. Mr. Booters would like the Board to consider a volunteer board.

Another option would be to install parking meters or pay for parking lots. He said they would be willing to purchase boots and donate to the county and he knows other residents would do so also. Mr. Booters praised Sheriff Smith for his Facebook videos. He suggested closing the beaches during the construction of the road and bike path.

Jim McCoy said he would be willing to put together a group from Alligator Point to address concerns the Board may have. He said he could also put a group together to purchase the boots.

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Ken Nelson said he was not in favor of public access times. He asked the Board to consider all of the residents on Alligator Point. If permits are issued they should be issued to all property owners not just the ones in select areas.

John Berry said he would like to reiterate that Alligator Point is residential. He said it was his understanding this was workshop was being held to discuss ticketing and the ordinance. The booting would allow for zero movements and then they would have to call the sheriff's department. He said the payments could be mailed in and the funds could be used for the maintenance and upkeep of these areas. He believes there should be access hours for the beaches. He said he would like the Board to think about putting a parking plan in place after the bike path is added as parking spots will be fewer. He feels this could be a safety issue with cars driving over the bike path.

Commissioner Boldt said the safety and welfare of the people are important. He would like to create a plan in an organized fashion that accommodates everyone's needs. He believes for the time being there should be limited access hours for the beach. He said he thinks enforcement with consequences is very important. He would take the idea of the sheriff and start the booting, requiring the payments to be mailed in. He said he was impressed that the citation can be reported to DMV if not paid overtime. We need to address the large influx of visitors.

Captain Dewayne Coulter said the citation for violation of the County ordinance for illegal parking would go to the Clerk's office, and he is not sure if the Clerk could forward that to the DHMSV. There is a way to write a citation for illegal parking. The problem is you have to find the driver of the car to issue the citation, you can't just leave a ticket on a vehicle. The booting would allow for the officer to be called and then the citation is written. Captain Coulter said we may have to work through the process but hopefully, it would eventually deter the illegal parking. He said he believes what they have been doing has helped.

Commissioner Boldt asked if they could discuss the option of a volunteer committee. Captain Coulter said he is not prepared to discuss this matter. This would need to be discussed directly with Sheriff Smith as he believes they would have to be sworn in by the sheriff.

Attorney Shuler concurred that a discussion with the sheriff would need to be held first to see how he feels about a volunteer committee. If the sheriff is inclined to consider this, Attorney Shuler could then research whether it could be done and how it could be done.

Chairman Jones said he is not opposed to the idea of volunteers. However, he does have questions as to how the volunteers would be able to handle the issues.

Chairman Jones believes that we need to mark the parking on the island. The Board would need to designate the parking areas. He believes we need to mark the parking before we start booting cars. He feels that we may have an issue with booting cars if vendors are allowed to use any right of way.

Commissioner Ward said the volunteer board is a good idea as long as the sheriff is on board. She said the big thing that we need is proper signage to let people know where they can park. Commissioner Ward said the Board would need to make sure that the volunteers can handle the booting. Commissioner Ward doesn't want the sheriff's office or the clerk's office to have an additional work load.

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Commissioner Ward suggested in the future putting parking on the property where the old KOA is.

Chairman Jones thinks we do need designated signs for parking and again brought up the issue of homeowners putting up their speed limit and parking signs restating that it is a criminal issue.

Commissioner Boldt said he would like to see a pay to park area possibly on the old KOA property. Chairman Jones said it could help offset the cost to maintain the facilities.

Commissioner Parrish said the road at Alligator Point is public and there is no way to restrict people from using it. If the people of Alligator Point want to turn the road into a private road they could control the traffic but they don't want to do that because the County provides money for repairs to the road. All the public roads are available to the public. The multi-use path is going to be a liability for the county because it is the largest parking area. If you restrict public access you are also restricting the access to owners. Commissioner Parrish is not a fan of the boots because of all of the implications. Not a fan of the volunteer system could be discriminatory in your actions. Alligator Point is a lot different than St. George Island, however it is a public highway. We could build facilities at the old KOA however that is not going to deter people from coming, if anything it will encourage them. Going to need two separate sets of rules for both. Our economy is tourism now. Whatever you do is going to have a trickle-down effect. He said he didn't want to have a workshop without having solutions to the issue but it does allow the public an opportunity to provide their ideas. The liability of the volunteer idea is great and would fall upon the sheriff if he chooses to go that route. The parking issue isn't a twelve-month problem. However, we can all work together to come up with a solution.

Chairman Jones said now homes that were previously used for single-family residents but are now multi-family rentals. This brings in a larger influx of people. Homes converted to have more bedrooms exacerbates the issue. Chairman Jones said we need to come up with a solution that has no unintended consequences.

- We will need to have two plans – SGI and Alligator Point
- We need designated parking spaces
- Appropriate signage for parking
- Once we have it all in place, the sheriff can enforce

Commissioner Boldt would like to poll similar communities to see what others are doing for parking issues. Mr. Moron said the ARPC should have access to this information and he will request it from them. Commissioner Ward echoed that each would need their plan. Commissioner Parrish inquired as to if the homeowners on Alligator Point own the beach. Attorney Shuler said he believes there are both. Commissioner Parrish suggested finding out how Walton County is addressing its parking issues/access.

Mr. Moron asked Chairman Jones to explain to the individuals in the audience what the ARPC does for the county. The ARPC Region is comprised of Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla counties and their municipalities. The Apalachee Regional Planning Council (ARPC) is a multi-purpose agency of the state that was created on August 23, 1977. The ARPC is one of ten Regional Planning Councils in the State of Florida. The ARPC provides technical assistance in the areas of economic

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
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development, emergency planning, transportation, and quality of life to meet the needs of our member local governments within the nine-county region.

Commissioner Boldt said he would like Mr. Moron to ask the ARPC how surrounding areas are handling the following issues: Parking fees, boating issues, limiting hours of beach, citizen enforcement of parking, public restrooms.

Chairman Jones said one suggestion for St. George Island would be to add some parking for the several blocks down from the lighthouse. There may be possible areas in the right of way for creative parking. Commissioner Parrish said we would need an entrance and an exit off of the side road and not pull across the bike path.

Commissioner Ward said that she didn't want to speak out of context but she believes we may be able to use some of the TDC funds for infrastructure. However, if not, we will have to find a way to fund it. Chairman Jones said that the Board will not be spending TDC dollars unless they are allowed citing past misuse of funds by Florida counties who had to repay the funds.

Attorney Shuler noted that the right of way Chairman Jones was referring to on St. George Island is like 100-200 foot right of way and on Alligator Point it is 60-100 foot right of way. Mr. Morón said he could sit down with Chris and explain what information that we need and then go from there. Chairman Jones asked Captain Coulter to relay to the sheriff the ideas discussed at the workshop and see what his thoughts are on them.

There being no further business for the Board to discuss, the meeting was adjourned.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

MICHELE MAXWELL

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FLORIDA 32320



(850) 653-8861
FAX (850) 653-2261

Clerk's Report to the Board **July 20, 2021**

1. Board Action is requested relative to the Value Adjustment Board (VAB):
 - a. Two county commissioners must be appointed;
 - b. A citizen member who owns homestead property within the county must be appointed. The citizen member cannot be a member or employee of any taxing authority. Mr. Donnie Gay has agreed to continue serving should it be the desire of the Board.

Board action is requested to appoint two commissioners and to appoint Mr. Donnie Gay as the citizen member to the VAB.

2. For information, a copy of the county's audit reports for the year 2019-2020 has been provided to the Board and has been posted on the county's website.

July 20, 2021
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 7/1/2021 - 7/14/2021

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill)	7/1/2021	South Franklin Street
Pot hole Repair (Fill)	7/1/2021	Hickory Dip Road
Pot hole Repair (Fill)	7/1/2021	Millender Street
Pot hole Repair (Fill)	7/1/2021	Dunlap Road
Pot hole Repair (Fill)	7/1/2021	Barber Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/1/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/1/2021	US HWY 98 (Eastpoint, Jones)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/1/2021	Avenue A (District 1)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/1/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Jones)
Litter Pickup	7/6/2021	South Bay Shore Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Jones)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Jones)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/6/2021	South Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/6/2021	South Bay Shore Drive
Cut grass in ditches, Cleaned ditches	7/7/2021	Avenue D
Cut grass in ditches, Cleaned ditches	7/7/2021	Washington Street
Checked county roads for safety of traveling for public	7/7/2021	County Roads Eastpoint, Ricky Jones
Flagged	7/7/2021	Washington Street
Cut grass in ditches, Cleaned ditches	7/7/2021	Creamer Street
Cut grass in ditches, Cleaned ditches	7/7/2021	Moore Street
Flagged	7/7/2021	Creamer Street
Flagged	7/7/2021	Moore Street
Flagged	7/7/2021	Avenue D
Flagged	7/7/2021	Creamer Street
Flagged	7/7/2021	Washington Street
Flagged	7/7/2021	Begonia Street
Flagged	7/7/2021	Avenue D
Checked county roads for safety of traveling for public	7/7/2021	County Roads Eastpoint, Ricky Jones
Cut grass in ditches, Cleaned ditches	7/7/2021	Varnes Street
Flagged	7/7/2021	Moore Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2021	School Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2021	Tip Tucker Road

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2021	Washington Street
Pot hole Repair (Fill)	7/8/2021	Hickory Dip Road
Pot hole Repair (Fill)	7/8/2021	Hickory Dip Road
Cut grass along shoulders of road on county right of way	7/8/2021	Creamer Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2021	Tip Tucker Road
Flagged	7/8/2021	N Franklin Street
Flagged	7/8/2021	South Franklin Street
Flagged	7/8/2021	Jefferson Street
Flagged	7/8/2021	Washington Street
Flagged	7/8/2021	1st Street
Cut grass along shoulders of road on county right of way	7/8/2021	Washington Street
Cut grass along shoulders of road on county right of way	7/8/2021	Jefferson Street
Cut grass along shoulders of road on county right of way	7/8/2021	N Franklin Street
Weed Eat & Cut Grass around signs & Culverts	7/8/2021	Tip Tucker Road
Weed Eat & Cut Grass around signs & Culverts	7/8/2021	School Road
Mill Asphalted Road, Road Repair	7/8/2021	W Pine Avenue
Cut grass along shoulders of road on county right of way	7/8/2021	South Franklin Street
Cut grass in ditches, Cut bushes back	7/8/2021	Odom Road
Cut grass in ditches, Cut bushes back	7/8/2021	1st Street
Cut grass in ditches, Cut bushes back	7/8/2021	Jefferson Street
Cut grass in ditches, Cut bushes back	7/8/2021	South Franklin Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/8/2021	School Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/12/2021	Tallahassee Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/12/2021	Tallahassee Street
Trim Trees, Cut bushes back	7/12/2021	Avenue A (District 1)
Trim Trees, Cut bushes back	7/12/2021	School Road
Graded Road(s)	7/13/2021	W 4th Street
Graded Road(s)	7/13/2021	W Pine Avenue
Graded Road(s)	7/13/2021	Buck Street, St. George Island
Graded Road(s)	7/13/2021	Land Street
Graded Road(s)	7/13/2021	Pruett Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	7/13/2021	South Bay Shore Drive
Pot hole Repair (Fill)	7/13/2021	W 12th Street
Pot hole Repair (Fill)	7/13/2021	W 12th Street
Graded Road(s)	7/13/2021	W 5th Street
Graded Road(s)	7/14/2021	W 8th Street
Graded Road(s)	7/14/2021	E Sawyer Street
Graded Road(s)	7/14/2021	W Sawyer Street
Graded Road(s)	7/14/2021	Nedley Street
Graded Road(s)	7/14/2021	Brown Street
Graded Road(s)	7/14/2021	Bradford Street
Graded Road(s)	7/14/2021	W Bay Shore Drive
Sign Maintenance	7/14/2021	Hickory Dip Road
Graded Road(s)	7/14/2021	Gilbert Street
Graded Road(s)	7/14/2021	Patton Drive Parking Lot (Eastpoint)

District 1**Work Performed:**

	<u>Date</u>	<u>Road</u>
Graded Road(s)	7/14/2021	Bruce Street
Graded Road(s)	7/14/2021	Porter Street
Graded Road(s)	7/14/2021	McCloud Street
Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/14/2021	South Bay Shore Drive
Shoulder Work, Graded Road(s)	7/14/2021	E 7th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	7/14/2021	Old Ferry Dock Road
Graded Road(s)	7/14/2021	Wing Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	7/14/2021	South Bay Shore Drive

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	7/1/2021	Old Ferry Dock Road	1	0
Litter	7/1/2021	South Bay Shore Drive	1	0
Litter	7/1/2021	US HWY 98 (Eastpoint, Jones)	3	0
Litter	7/6/2021	US HWY 98 (Eastpoint, Jones)	1	0
Litter	7/6/2021	South Bay Shore Drive	4	0
Litter	7/6/2021	South Bay Shore Drive	1	0
Litter	7/6/2021	US HWY 98 (Eastpoint, Jones)	0.5	0
Litter	7/12/2021	Avenue A (District 1)	0.25	0
Litter	7/12/2021	Tallahassee Street	1	0

Litter**TOTAL****12.75****0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	7/1/2021	Barber Drive	0.5	0
Cold Mix, Asphalt	7/1/2021	Millender Street	0.5	0
Cold Mix, Asphalt	7/1/2021	South Franklin Street	0.5	0
Cold Mix, Asphalt	7/1/2021	Hickory Dip Road	0.5	0
Cold Mix, Asphalt	7/1/2021	Dunlap Road	0.5	0
Cold Mix, Asphalt	7/8/2021	Hickory Dip Road	4	0
Cold Mix, Asphalt	7/13/2021	W 12th Street	1	0

Cold Mix, Asphalt**TOTAL****7.5****0****Dirty 89 Lime Rock**

Dirty 89 Lime Rock	7/13/2021	W 4th Street	18	0
Dirty 89 Lime Rock	7/13/2021	W Pine Avenue	18	0
Dirty 89 Lime Rock	7/13/2021	Land Street	18	0
Dirty 89 Lime Rock	7/14/2021	Porter Street	18	0
Dirty 89 Lime Rock	7/14/2021	W Sawyer Street	18	0

Dirty 89 Lime Rock**TOTAL****90****0****Milled Asphalt**

Milled Asphalt	7/8/2021	W Pine Avenue	18	0
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Milled Asphalt**TOTAL****18****0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
Box drag	7/1/2021	Duvall Road
Rocked ends of culvert pipes	7/1/2021	Jeff Sanders Road
Box drag	7/1/2021	McIntyre Road
Graded Road(s)	7/1/2021	Jeff Sanders Road

District 2**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill)	7/6/2021	Baywood Drive (City of Carrabelle)
Pot hole Repair (Fill)	7/6/2021	West Drive
Pot hole Repair (Fill)	7/6/2021	Maxine Road
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Alligator Point
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Carrabelle, Bert B. Boldt II
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Lanark
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Lanark
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Alligator Point
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Carrabelle, Bert B. Boldt II
Cut grass in ditches, Cut bushes back	7/8/2021	Franklin Street
Box drag	7/8/2021	I Avenue NE (City of Carrabelle)
Box drag	7/8/2021	Jeff Sanders Road
Box drag	7/12/2021	McIntyre Road
Box drag	7/13/2021	Bay Front Drive
Trim Trees	7/13/2021	East Pine Street (Lanark)
Pot hole Repair (Fill)	7/13/2021	Carlton Avenue
Pot hole Repair (Fill)	7/13/2021	Rio Vista Boat Ramp
Pot hole Repair (Fill)	7/13/2021	Rio Vista Drive
Trim Trees, Cut bushes back	7/13/2021	East Pine Street (Lanark)
Box drag	7/13/2021	Donax Place
Box drag	7/13/2021	Harbor Circle
Box drag	7/13/2021	Chip Morrison Road
Washout Repair, Road Repair	7/13/2021	Bass Street
Sign Maintenance	7/13/2021	Trout Street
Box drag	7/13/2021	Harry Morrison Island Road
Pot hole Repair (Fill)	7/13/2021	Rio Vista Drive
Box drag	7/13/2021	Cypress Street
Sign Maintenance	7/13/2021	Mariner Circle
Sign Maintenance	7/13/2021	Maple Street
Pot hole Repair (Fill)	7/13/2021	Carlton Avenue
Sign Maintenance	7/13/2021	Cobia Street
Sign Maintenance	7/13/2021	Sailfish Street
Sign Maintenance	7/13/2021	Surf Drive
Sign Maintenance	7/13/2021	Sun N Sands Blvd
Sign Maintenance	7/13/2021	Oak Street
Sign Maintenance	7/13/2021	Marlin Street
Sign Maintenance	7/13/2021	Pine Street
Sign Maintenance	7/13/2021	Maple Street
Sign Maintenance	7/13/2021	Tarpon Street
Sign Maintenance	7/13/2021	Grouper Street
Sign Maintenance	7/13/2021	Magnolia Street
Sign Maintenance	7/13/2021	Kingfish Street
Box drag	7/14/2021	Angus Morrison
Shoulder Work	7/14/2021	Pine Street
Box drag	7/14/2021	Lakeview Drive
Box drag	7/14/2021	Fernway Road
Box drag	7/14/2021	Mariner Circle
Box drag	7/14/2021	Surf Drive
Box drag	7/14/2021	St Teresa Ave

District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Box drag	7/14/2021	George Vause Road
Box drag	7/14/2021	Sun N Sands Blvd

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	7/13/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0
Dirty 89 Lime Rock	7/13/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0
Dirty 89 Lime Rock	7/13/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	7/14/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	7/14/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	7/14/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0

Dirty 89 Lime Rock**TOTAL****90 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	7/13/2021	Bass Street	0	18.0499992371

#57 rock**TOTAL****0 18.0499992371**

Cold Mix, Asphalt	7/13/2021	Rio Vista Drive	2	0
Cold Mix, Asphalt	7/13/2021	Carlton Avenue	2	0

Cold Mix, Asphalt**TOTAL****4 0**

Dirty 89 Lime Rock	7/1/2021	Jeff Sanders Road	36	0
Dirty 89 Lime Rock	7/1/2021	Jeff Sanders Road	36	0
Dirty 89 Lime Rock	7/13/2021	Harry Morrison Island Road	9	0
Dirty 89 Lime Rock	7/13/2021	Chip Morrison Road	9	0
Dirty 89 Lime Rock	7/13/2021	Harbor Circle	18	0
Dirty 89 Lime Rock	7/14/2021	George Vause Road	18	0
Dirty 89 Lime Rock	7/14/2021	Fernway Road	18	0
Dirty 89 Lime Rock	7/14/2021	St Teresa Ave	18	0

Dirty 89 Lime Rock**TOTAL****162 0**

Milled Asphalt	7/6/2021	Baywood Drive (City of Carrabelle)	3	0
Milled Asphalt	7/6/2021	Maxine Road	1	0
Milled Asphalt	7/6/2021	West Drive	3	0
Milled Asphalt	7/13/2021	Rio Vista Boat Ramp	2	0

Milled Asphalt**TOTAL****9 0**

Rip Rap	7/1/2021	Jeff Sanders Road	9	0
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Rip Rap**TOTAL****9 0****District 3****Work Performed:**

	<u>Date</u>	<u>Road</u>
Checked county roads for safety of traveling for public	7/7/2021	County Roads Apalachicola, Noah Lockley
Checked county roads for safety of traveling for public	7/7/2021	County Roads Apalachicola, Noah Lockley
Checked county roads for safety of traveling for public	7/7/2021	County Roads Apalachicola, Noah Lockley
Shoulder Work	7/12/2021	10th Street (City of Apalachicola)
Shoulder Work	7/12/2021	10th Street (City of Apalachicola)

0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Milled Asphalt	7/12/2021	10th Street (City of Apalachicola)	3	0

Milled Asphalt**TOTAL****3 0****District 4**

District 4**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Bike Path (Edged, cut grass off of concrete)	7/1/2021	Bike Path (Apalachicola)
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	7/1/2021	Bluff Road
Cut grass along shoulders of road on county right of way	7/1/2021	Brownsville Road
Cut grass along shoulders of road on county right of way	7/1/2021	Field on 13 Mile and CR30
Remove Trees	7/6/2021	Bluff Road
Culvert installation	7/6/2021	Peachtree Road
Flagged	7/6/2021	Peachtree Road
Culvert installation	7/6/2021	Peachtree Road
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Apalachicola Smokey Parrish
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Apalachicola Smokey Parrish
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Apalachicola Smokey Parrish
Pot hole Repair (Fill)	7/8/2021	CR30A
Cleaned ditches, Cut grass in ditches, Cut bushes back	7/8/2021	Gibson Road
Cleaned ditches, Cut grass in ditches, Cut bushes back	7/8/2021	Bayshore Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/8/2021	Pal Rivers Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/8/2021	Brownsville Road
Flagged	7/8/2021	Bayshore Drive
Cut grass along shoulders of road on county right of way	7/8/2021	Thomas Drive
Cut grass along shoulders of road on county right of way	7/8/2021	Bayshore Drive
Cut grass along shoulders of road on county right of way	7/8/2021	Apalachee Street
Cut grass along shoulders of road on county right of way	7/8/2021	Alan Drive
Flagged	7/8/2021	Gibson Road
Cut grass along shoulders of road on county right of way	7/8/2021	Chapman Road
Cut grass along shoulders of road on county right of way	7/8/2021	Marks Street
Cleaned out culverts	7/12/2021	Bayview Drive
Driveway repair	7/12/2021	Kevin Road
Cut grass along shoulders of road on county right of way	7/12/2021	Pine Log Road
Culvert installation	7/12/2021	Long Road
Cut grass along shoulders of road on county right of way	7/12/2021	Magnolia Lane
Cut grass along shoulders of road on county right of way	7/12/2021	Bluff Road
Shoulder Work	7/12/2021	Sacagawea Trail
Cut grass along shoulders of road on county right of way	7/12/2021	Melanie Lane
Cut grass along shoulders of road on county right of way	7/12/2021	Waddell Road
Cut grass along shoulders of road on county right of way	7/12/2021	Field on Pal Rivers Road
Cut grass along shoulders of road on county right of way	7/12/2021	Pal Rivers Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/12/2021	Kevin Road
Cleaned out culverts	7/12/2021	Brownsville Road
Shoulder Work	7/12/2021	Sacagawea Trail
Culvert installation	7/12/2021	Long Road
Culvert installation	7/12/2021	Long Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/12/2021	Kevin Road
Cut grass along shoulders of road on county right of way	7/13/2021	Sas Road
Cut grass in ditches, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/13/2021	Timberwood Court
Weed Eat & Cut Grass around signs & Culverts	7/13/2021	Pal Rivers Road
Weed Eat & Cut Grass around signs & Culverts	7/13/2021	Kevin Road
Weed Eat & Cut Grass around signs & Culverts	7/13/2021	Pal Rivers Road
Cut grass along shoulders of road on county right of way	7/13/2021	Brownsville Road

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass in ditches	7/13/2021	Kevin Road
Cut grass along shoulders of road on county right of way	7/13/2021	Squire Road
Weed Eat & Cut Grass around signs & Culverts	7/13/2021	Timberwood Court
Cut grass along shoulders of road on county right of way	7/13/2021	Peachtree Road
Cut grass along shoulders of road on county right of way	7/13/2021	Linden Road
Cut grass along shoulders of road on county right of way	7/13/2021	Abercrombie Lane
Cut grass along shoulders of road on county right of way	7/13/2021	Hathcock Road
Cut grass along shoulders of road on county right of way	7/13/2021	Johnson Lane
Cut grass along shoulders of road on county right of way	7/13/2021	Long Road
Cut grass along shoulders of road on county right of way	7/13/2021	26th Avenue
Weed Eat & Cut Grass around signs & Culverts	7/14/2021	Linden Road
Weed Eat & Cut Grass around signs & Culverts	7/14/2021	Abercrombie Lane
Weed Eat & Cut Grass around signs & Culverts	7/14/2021	Linden Road
Weed Eat & Cut Grass around signs & Culverts	7/14/2021	Abercrombie Lane

0**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	7/6/2021	Peachtree Road	18	0
Ditch Dirt	7/8/2021	Gibson Road	18	0
Ditch Dirt	7/8/2021	Bayshore Drive	36	0
Ditch Dirt	7/12/2021	Long Road	18	0
Ditch Dirt	7/12/2021	Bayview Drive	18	0

Ditch Dirt	TOTAL	108	0
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Litter	7/8/2021	Pal Rivers Road	1	0
Litter	7/8/2021	Brownsville Road	1	0

Litter	TOTAL	2	0
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Sand	7/1/2021	Pine Log Road	3	0
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Sand	TOTAL	3	0
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Trees	7/6/2021	Bluff Road	3	0
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Trees	TOTAL	3	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
15" X 20' Culvert BP	7/12/2021	Long Road	1	0

15" X 20' Culvert BP	TOTAL	1	0
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Black Dirt	7/8/2021	Bluff Road	54	0
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Black Dirt	TOTAL	54	0
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Cold Mix, Asphalt	7/8/2021	CR30A	4	0
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Cold Mix, Asphalt	TOTAL	4	0
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Dirty 89 Lime Rock	7/12/2021	Long Road	18	0
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Dirty 89 Lime Rock	7/12/2021	Sacagawea Trail	3	0
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Dirty 89 Lime Rock	TOTAL	21	0
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Milled Asphalt	7/6/2021	Peachtree Road	18	0
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Milled Asphalt	TOTAL	18	0
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Sand	7/6/2021	Peachtree Road	18	0
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Sand	7/12/2021	Long Road	18	0
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Sand	TOTAL	36	0
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District 5**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/1/2021	US HWY 98 (Eastpoint, Ward)
Pot hole Repair (Fill)	7/1/2021	Bear Creek Rd
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/1/2021	US HWY 98 (Eastpoint, Ward)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/1/2021	5th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/1/2021	Avenue A (District 5)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/1/2021	US HWY 98 (Eastpoint, Ward)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Ward)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Ward)
Weed Eat & Cut Grass around signs & Culverts	7/6/2021	Lighthouse Road (Paved Portion)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Ward)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Ward)
Weed Eat & Cut Grass around signs & Culverts	7/6/2021	Lighthouse Road (Paved Portion)
Pot hole Repair (Fill)	7/6/2021	Carlton Millender Road
Remove Trees	7/6/2021	Pine Log Road
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	7/6/2021	US HWY 98 (Eastpoint, Ward)
Checked county roads for safety of traveling for public, Cut Trees down and removed	7/7/2021	County Roads, Eastpoint Jessica Ward
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Eastpoint Jessica Ward
Sign Maintenance	7/7/2021	Hickory Landing Road (Forestry Road #101-B)
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Eastpoint Jessica Ward
Sign Maintenance	7/7/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Carrabelle, Jessica Ward
Checked county roads for safety of traveling for public, Cut Trees down and removed	7/7/2021	Brick Yard Road (Forestry Road #129)
Sign Maintenance	7/7/2021	Sand Beach Road
Sign Maintenance	7/7/2021	Hickory Landing Road (Forestry Road #101-B)
Checked county roads for safety of traveling for public	7/7/2021	County Roads, Carrabelle, Jessica Ward
Checked county roads for safety of traveling for public, Cut Trees down and removed	7/7/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public, Cut Trees down and removed	7/7/2021	Bloody Bluff Road
Checked county roads for safety of traveling for public, Cut Trees down and removed	7/7/2021	County Roads, Eastpoint Jessica Ward
Sign Maintenance	7/7/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public, Cut Trees down and removed	7/7/2021	Bloody Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	7/12/2021	CC Land
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	7/12/2021	CC Land
Cut grass along shoulders of road on county right of way	7/12/2021	CC Land
Graded Road(s)	7/13/2021	5th Street
Graded Road(s)	7/14/2021	Cook Street

0

Material HAUL From:**Date****Road****Cubic Yards** **Tons**

District 5**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	7/1/2021	US HWY 98 (Eastpoint, Ward)	3	0
Litter	7/6/2021	US HWY 98 (Eastpoint, Ward)	0.5	0
Litter	7/6/2021	US HWY 98 (Eastpoint, Ward)	1	0
Litter	7/12/2021	CC Land	4	0
Litter	7/12/2021	5th Street	0.5	0
Litter	7/12/2021	Avenue A (District 5)	0.25	0

Litter		TOTAL	9.25	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	7/1/2021	Bear Creek Rd	0.5	0

Cold Mix, Asphalt		TOTAL	0.5	0
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Dirty 89 Lime Rock	7/13/2021	5th Street	18	0
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Dirty 89 Lime Rock		TOTAL	18	0
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Milled Asphalt	7/6/2021	Carlton Millender Road	1	0
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Milled Asphalt		TOTAL	1	0
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Sand	7/1/2021	Vroomin Park	18	0
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Sand		TOTAL	18	0
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FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation
 210 State Road 65
 Eastpoint, Florida 32328
 Tel.: 850-670-8167
 Fax: 850-670-5716
 Email: fcswd@fairpoint.net

DIRECTOR’S REPORT

FOR: The Franklin County Board of County Commissioners

DATE July 20, 2021

TIME: 9:00 A.M.

SUBJECT(S):

FOR BOARD INFORMATION:

June 29th – July 14th

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
149.54 TONS	16.67 TONS	6.28 TONS	22.86 TONS	21.57 TONS	28.69 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	10.2 TONS	7.84 TONS	8.66 TONS	3.98 TONS	-0- TONS	-0- TONS	.63 TONS
Plastic, Paper, Glass, Aluminum	-0-TONS	1.89 TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

REQUESTED ACTION: None



Power Systems Division

Tallahassee • 32000 Blue Star Hwy • Midway, FL 32343 • 850.536.2343

SALES	SERVICE	PARTS	LEASING	RENTALS
Company: Franklin Co Airport Address: 8 Airport Road Apalachicola, Florida		Date: 07/08/2021		
Contact: Ted Mosteller Email: tedmosteller@yahoo.com		Model: J60UCM Serial Number: J60UCM0602174 Account Number: TBD		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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REPAIR TO EMERGENCY GENERATOR

Ring Power to provide certified technician to install new Panel Source generator Control panel including new engine battery. At completion of repair technician To perform an annual service and (2) hour load bank on generator engine.

PO Number _____ (if required)

Taxes are not included in this estimate

\$5,903

Parts and Service invoices are due net 30 days from the date of the invoice

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Service Manager

Classification and Compensation Study Project Summary Presentation Franklin County, FL



**Presented by:
Mark Holcombe**



July 20th, 2021

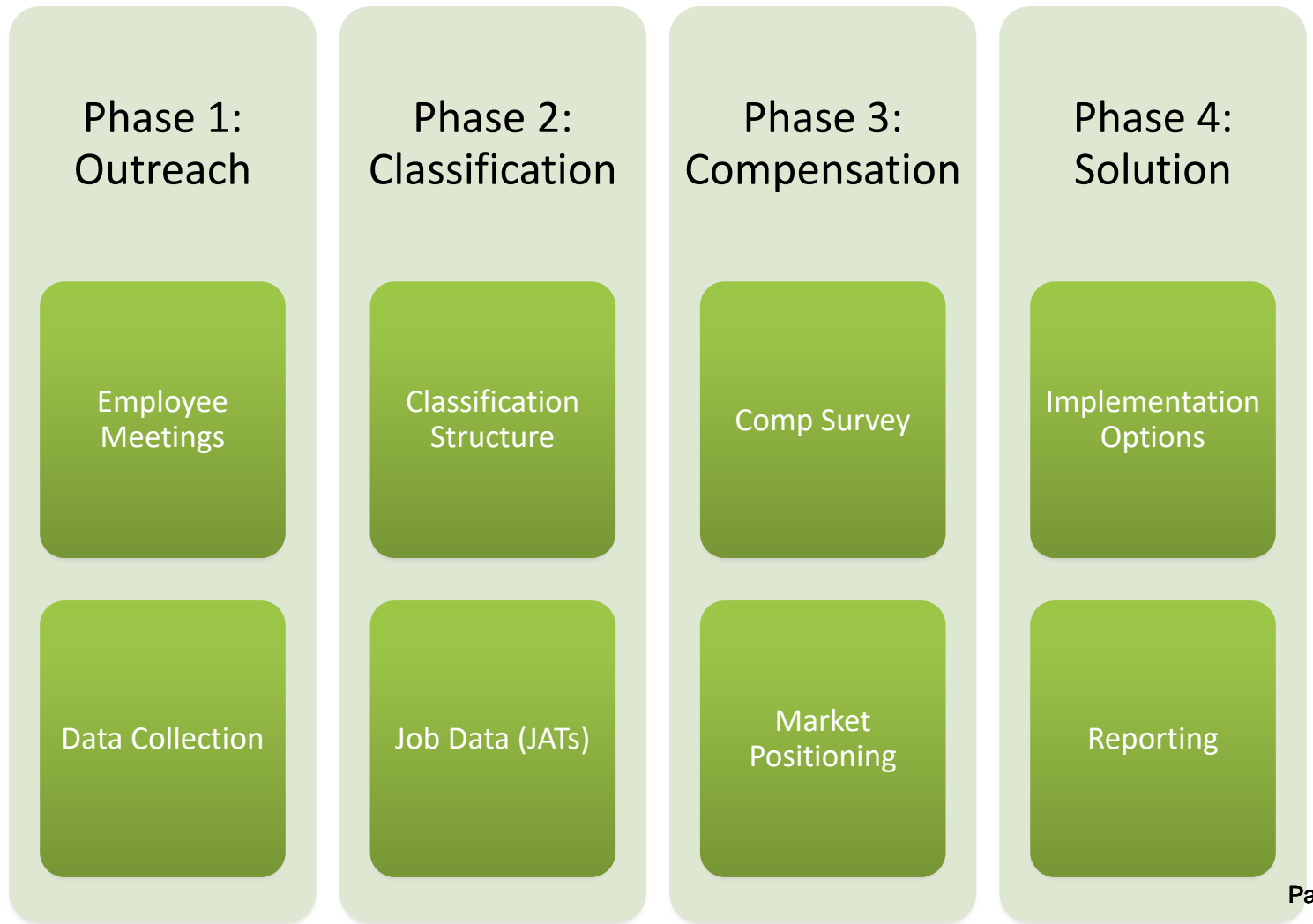
Overview

- **Study Goals**
- **Project Phases**
- **Employee Meetings**
- **Current System Review**
- **JAT Responses**
- **Compensation Survey**
- **Next Steps**

Study Goals

- **Review current classification and compensation system to ensure internal equity**
- **Survey peer organizations to ensure external equity**
- **Produce recommendations to provide the organization with a classification and compensation system that is equitable, both internally and externally**

Project Phases



Employee Meetings Comments - Positive

- **Benefits** – The County’s employees expressed that the benefits package played a positive role in affecting morale. Employees stressed again and again that having a job with full benefits was very attractive and not easy to attain in the County.
- **Culture** – Several employees described the quality of people they work with as the number one reason they’ve stayed with the organization. Many also cited having a wonderful relationship with their direct supervisor as a key reason for staying.
- **Environment** – Many County employees expressed that the opportunity to live in a small-town beach environment like the one in Franklin County is a big selling point for staying at their current job.
- **Schedule** – With a few exceptions, employees expressed their satisfaction with the hours worked leading to a greater work life balance.

Employee Meetings

Comments - Concerns

- **External Equity** – Feedback on the competitiveness of pay in Franklin County was mixed. Some departments stressed that the salaries were not enough to live on, and increases were needed to compete with the market.
- **Internal Equity** – Some longer tenured employees were concerned that they weren't receiving enough salary to compensate them for their vast experience in the job. Some employees also thought that promotions weren't recognized enough and that the extra responsibility might not be worth it for the slightly increased pay.
- **Work Schedule** – Some employees questioned why some departments at the County worked different schedules than others. While not the number one issue raised, some employees felt that this was an inequity with some departments working 35 hours vs. others at 40 hours.

Current System Review

- Currently, the County has no formal pay structure in place.
- The minimum starting salary for any County employee is \$25,000 per year. This is consistent across departments and positions.
- There is currently no structure in place to reward employees over time for their performance aside from cost-of-living increases.
- Some employees work 35-hour weeks and some work 40-hours weeks; employees are paid an hourly salary based on this amount of hours per week.

Comp Survey

- Salary Survey data was solicited from 16 different organizations.
- All responses are adjusted for cost of living differentials.
- Salary ranges and average actuals were collected from the respondents.
- A total of 66 jobs were benchmarked representing all participating parties.

Target Respondents
Bay County, FL
Calhoun County, FL
Chattahoochee County, GA
City of Apalachicola, FL
City of Carrabelle, FL
City of Fort Walton Beach, FL
Conecuh County, AL
Glades County, FL
Gulf County, FL
Lafayette County, FL
Liberty County, FL
McIntosh County, GA
Sumter County, AL
Taylor County, FL
Union County, FL
Wakulla County, FL



Compensation Recommendations

- Create a new pay structure based on internal equity and the market data from the market survey.
- Slot positions into the new structure equitably respecting both the internal and external relationships identified.
- Adjust employee salaries to account for pay compression and lack of advancement.
- Adopt pay policies to help maintain the system over time.

Solution Options

- Recommended Solution Option from Evergreen Solutions:
 - 30-Year Hybrid Parity – this option adjusts employee salaries into the recommended pay range based on time spent with the County – both overall and in the current position.
 - Time in the current classification is accounted for at 100% credit. Time in a previous classification is accounted for with 50% credit – all time is accounted for at the County.
 - Example – If an employee worked for 10 years as an Sheriff Deputy, then was promoted to Sergeant 5 years ago, they would have 10 years of Hybrid Time (5 years in current class) + (10 years in previous class)/2 = 10 Hybrid Years.



Option Costs

Type	Cost	Employees	Average
Bring to Min	\$ 234,098.50	68	\$ 3,442.62
30-Year Hybrid Parity	\$ 970,098.54	146	\$ 6,644.51

- Bring to Minimum is the cost to slot employees into the new pay ranges only. This is a first step, but additional steps are strongly recommended. Bring to Minimum causes compression.
- Total Cost to implement the new system is \$970,099. This cost is based on current employees – subject to change as implementation approaches and updated database is utilized.
- These are total, salary-only costs – benefits and not included in this analysis. Evergreen has worked with the County on total cost including benefits cost.
- This cost can be absorbed over multiple years. Evergreen created 3- and 4-year implementations for the County's consideration.

3-Year Implementation

3-Year Implementation	Cost	Employees	Average
Year 1 Hybrid Cost	\$503,723.40	174	\$ 2,894.96
Year 2 Hybrid Cost	\$389,823.08	174	\$ 2,240.36
Year 3 Hybrid Cost	\$391,218.83	174	\$ 2,248.38

- Year one cost is higher because the Bring to Minimum is completely absorbed in year one.
- Every employee is recommended to receive at least a 1% increase in each of the three years.
- This approach focuses on employees in the lower pay grades first.
- This approach bring the County to a market competitive position in year three of the implementation. The County would implement a new pay structure in year one, then spend the next two years moving to market.
- This pay plan is FL minimum wage compliant.



4-Year Implementation

4-Year Implementation	Cost	Employees	Average
Year 1 Hybrid Cost	\$320,833.44	174	\$1,843.87
Year 2 Hybrid Cost	\$309,035.28	174	\$1,776.06
Year 3 Hybrid Cost	\$310,170.50	174	\$1,782.59
Year 4 Hybrid Cost	\$317,291.34	174	\$1,823.51

- Year one cost is higher because the Bring to Minimum is completely absorbed in year one.
- Every employee is recommended to receive at least a 1% increase in each of the four years.
- This approach focuses on employees in the lower pay grades first.
- This approach bring the County to a market competitive position in year four of the implementation. The County would implement a new pay structure in year one, then spend the next three years moving to market.
- This pay plan is FL minimum wage compliant.



Next Steps

- Finalize implementation plan – August 2021
 - Select alternative
 - Communicate alternative
 - Address concerns
 - Submit written report
- Revised class descriptions – September 2021
 - Create new class descriptions
 - Revise current class descriptions
- Work with County to finalize and implement – ongoing
 - Evergreen provides one year of included “maintenance” to the County at no charge.



Thank You!

**Mark Holcombe, Consultant
Evergreen Solutions, LLC**

mark@consultevergreen.com

2878 Remington Green Circle

Tallahassee, Florida 32308

850.383.0111 ph

850.383.1511 fax

www.ConsultEvergreen.com





REQUEST FOR PROPOSALS
for
DISASTER DEBRIS MONITORING SERVICES

This RFP covers Franklin County along with the Municipalities and Special District. However, separate bid submittals are required. Each entity will conduct their own review and scoring and will enter into their own contract agreement with the selected company.

Franklin County Clerk of Courts

Attn: Jessica Gay, 33 Market Street, Suite 203, Apalachicola, FL 32320, phone: (850) 653-8861

City of Apalachicola

Attn: Leo Bebeau, 192 Coach Wagoner Blvd, Apalachicola, FL 32320, phone: (850) 653-9319

City of Carrabelle

Attn: Courtney Dempsey, 206 Hwy 98 E, Carrabelle, FL 32322, phone: (850) 697-3618

Dog Island Conservation District

Attn: Ray Appen, PO Box 14288, Tallahassee, FL 32317-4288, phone: (770) 527-4042

SUBMITTALS DUE: [07/16/2021 no later than 3:00pm EST]

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Section 1 – Purpose and Overview

Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District intend to enter into an agreement with a qualified contracting firm to provide services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District.

This RFP is to solicit competitive sealed proposals from qualified firms, businesses, or individuals for the provision of Disaster Debris Monitoring Services to assist Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District here after referred to as “the Entities”, with Disaster Debris Removal and Disposal Services.

It is the intent and purpose of the Entities that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the Entities if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

Section 2 – Instructions to Proposers

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, three (3) identical paper copies, and one (1) electronic copy in pdf format on CD or jump drive, in conformance with the detailed submittal instructions.

Proposals must be returned in a sealed envelope and delivered to the Following Entities no later than [07/16/2021] at [3:00pm] (EST).

Franklin County Clerk of Courts

Attn: Jessica Gay, 33 Market Street, Suite 203, Apalachicola, FL 32320, phone: (850) 653-8861

City of Apalachicola

Attn: Leo Bebeau, 192 Coach Wagoner Blvd., FL 32320, phone: (850) 653-9319

City of Carrabelle

Attn: Courtney Dempsey, 206 Hwy 98 E, Carrabelle, FL 32322, phone: (850) 697-3618

Dog Island Conservation District

Attn: Ray Appen, PO Box 14288, Tallahassee, FL 32317-4288, phone: (770) 527-4042

Proposals shall be sealed, and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

Offers by telephone, email shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Offers by telephone or email shall not be accepted. Also, proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the above stated entities address by the deadline. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located at each entity's facility shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Entity's Purchasing Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the Entity's/Municipality staff and/or Evaluation Committee during the selection process, from the

time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the Franklin County Emergency Management Office Questions may be faxed to (850) 653-3643, emailed to [em3frank@fairpoint.net] no later than [07/09/2021] at [3:00pm] (EST) to the attention of [Pamela Brownell, Director], referencing the RFP title in the subject line.

The Entity's utilizes the Tallahassee Democrat to distribute information/specifications/addenda/results in addition to providing bid opportunities at SAM.gov. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the Entity's website to determine if addenda were issued, acknowledging, and incorporating them into their proposal. All results concerning this RFP will be posted via SAM.gov.

When appropriate, the Entity's Finance Department will issue an addendum to the RFP. The addendum will be available on the Entity's website for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The Entity's shall be bound by information and statements only when such statements are written and executed under the authority of the Entity's.

It will be the responsibility of the proposer to contact the Entity's prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of The Entity's. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer's must contact the EM Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

AMENDMENT OF THE REQUEST FOR PROPOSALS – It is the proposer's responsibility to contact the Emergency Management Department prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The the Entity's Emergency Management Department reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer's Certification Form.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal or modification after the Proposal has been opened at the appointed time and place by the Entity’s. Any such withdrawn Proposal shall not be resubmitted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Emergency Management Department for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.

REJECTION OF PROPOSALS – The Entity’s reserves the right to reject any and/or all proposals when such rejection is in the best interest of the Entity’s.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file including address, product, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board’s purchasing activity.
- (f) Other reasons deemed appropriate by the Board of Entity’s Commissioners

NO LOBBYING – All Proposers are hereby placed on notice that the Entity’s Board of Entity’s Commissioners, Entity’s Employees/Staff, Members of the Evaluation Committee and all other listed government entities Council and Employees/Staff included in this RFP (with the exception of the the Entity’s personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposer and their subcontractors, sub-Contractors, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the Purchasing Department, a written notice of intent to file a protest in accordance with the Entity’s Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by the Entity’s shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the Entity’s. The proposer must meet all requirements for retaining public records and transfer, at no cost, to the Entity’s all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Entity’s in a format that is compatible with the information technology systems of the Entity’s.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the proposer. The Entity's assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the Entity's bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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Section 3 – Terms and Conditions

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and Entity’s licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and Entity’s.

RESERVATION OF RIGHTS – The Entity’s reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Entity’s, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Board of Entity’s Commissioners or other competent authority.

the Entity’s reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of Entity’s Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Entity’s Purchasing Policy. The Entity’s reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of Franklin Entity’s.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Franklin Entity’s.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and the Entity reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Entity’s.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the Entity’s, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the Entity’s may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PATENT / COPYRIGHT HOLD HARMLESS – The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Entity’s BCC against any claim, suit, or proceeding brought against the Entity’s, which is based on a claim, whether rightful or

otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the Entity's.

PUBLIC RECORDS – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Entity's in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the Entity's would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Entity's all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Entity's in a format that is compatible with the information technology systems of the Entity's.

In performing the requirements herein, the Proposer shall promptly provide the Entity's with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the Entity's to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the Entity's with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the Entity's shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of the Entity's.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

AUDITABLE RECORDS – The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The Entity's or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the Entity's. Awarded Proposer shall ensure the Entity's has these same rights with subcontractor(s) and suppliers.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend the Entity’s and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Entity’s.

INDEMNIFICATION: (PATENT OR COPYRIGHT) – The selected Proposer shall indemnify and hold harmless, and defend the Entity’s and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

The Entity’s is obligated only to the extent that funds are included in the Entity’s fiscal year budget. Should the Entity’s not include funds for this expense the Contract is null and void.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

PUBLIC ENTITY CRIMES – A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Proposer list.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Entity’s Board of Entity’s Commissioners. Further, all proposers must disclose the name of any Entity’s Board of Entity’s Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer’s firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city or Entity’s occupational license and any licenses required pursuant to the laws of the Entity’s or the State of Florida. In furnishing the service or product to the Entity’s, the vendor shall comply with all federal, state and Entity’s rules, **Page 91**

regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

CANCELLATION – The contract with the successful proposer may be terminated by the Entity’s without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Entity’s may terminate the contract at any time as a result of the Contractor’s failure to perform in accordance with these specifications and applicable contract. The Entity’s may retain/withhold payment for nonperformance if deemed appropriate to do so by the Entity’s.

INSURANCE REQUIRED – Before execution of the contract by the Entity’s and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the Entity’s current certificates of all required insurance on forms acceptable to the Entity’s, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Entity’s.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Entity’s.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Entity’s.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000
Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to the Entity's and shall include the Entity's its officers and employees, as additional insureds, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the Entity's shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the Entity's, Contractor shall furnish the Entity's with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: the Entity's BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Entity's, except that in the event of cancellation for nonpayment of premium the Entity's shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The Entity's will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Entity's.

Notices, in original and one copy of cancellation, termination and alteration of such policies shall also be provided to the agent of the Entity's.

COMPLIANCE WITH 44 CFR and 2 CFR PART -200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the Entity's and any federal, state, or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes, and ordinances:

Code of Federal Regulations, 44 CFR

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR is available online at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.

The Contractor must provide compliance with Super Circular “2 CFR Chapter II, Part 200 et. -al” and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

2 CFR is available online at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

1. Suspension and debarment (§200.213)

Contractors with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321

(a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- 6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3. Procurement of recovered materials (§200.322)

The Solicitor and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Equal Employment Opportunity Clause (§60-1.4)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Compliance with the Copeland "Anti-Kickback" Act

- (a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Additional Administrative, Contractual, or Legal Provisions

10. Cancellation

The solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

11. Failure to Deliver

In the event of failure of the Contractor to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from

submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

12. Litigation/Waiver of Jury Trial

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

13. Termination

(a) Termination for Default:

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

(c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:

- 1) Stop work on the date and to the extent specified.
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
- 2) Continue and complete all parts of that work that have not been terminated.

- (d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- (e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

14. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel.

Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

- **Access to Records.**

The following access to records requirements applies to this contract:

- a) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

- **DHS Seal, Logo, and Flags**
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives
- **No Obligation by Federal Government.**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract

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Section 4 – Special Conditions

This is an RFP issued by the Board of Entity's Commissioners on behalf of the governmental entities: Board of Entity's Commissioners, and the unincorporated areas.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the Entity's to enter into contract(s) for the approximate duration of two (2) years. This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

AWARDS – Results from the evaluation committee will be considered by the Entity's Board of Entity's Commissioners at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the Entity's Purchasing Policy.

The Entity's Board of Entity's Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the Entity's.

The Entity's does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by the Entity's.

QUALIFICATIONS – The Entity's reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience, and financial stability to complete the scope of work of this proposal. If you have other contracts similar to this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

VENDOR'S PRODUCT OR SERVICES – The vendor's product (if applicable) delivered to the Entity's shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the Entity's as determined by the Entity's.

The vendor shall provide the Entity's with any data, reports or other information as required and requested by the Entity's to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the Entity's, the vendor shall comply with all federal, state, and Entity's laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

SUBCONTRACTORS – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade, or commodity) and proposed percentage of work.

CODE OF CONDUCT – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Board of Entity’s Commissioners upon request.

SOCIOECONOMIC CONTRACTING – In compliance with 44 C.F.R. § 13.36 (e) the Entity’s Board of Entity’s Commissioners encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PERFORMANCE AND PAYMENT BOND – The Contractor shall furnish to the Entity’s, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials, and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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Section 5 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

TABLE OF CONTENTS

TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-Contractors are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-Contractors are proposed, each sub-Contractor may elect to provide a similar letter, not exceeding one (1) page from each sub-Contractor.

TAB B – EXPERIENCE

List in detail previous five (5) years' experience of direct or relevant projects completed that are the same or similar to the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

TAB C – FINANCIAL INFORMATION

All proposers shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

TAB D – REFERENCES

Provide three (3) references (DO NOT include the Entity's) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type, and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel (Form TAB F: Hourly Rate Schedule) with your proposal under Tab F. Please specifically identify any added value benefits (pro bono publico) related to debris monitoring, removal or planning that your firm will provide to the Entity's.

TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB H – REQUIRED DOCUMENTS

Include all required Entity's forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposal Submittal Checklist
- Proposer's Certification form
- Addendum Acknowledgement
- Drug Free Workplace
- Sworn Statement on Public Entity Crimes
- Affidavit of Non-Collusion and of Non-Interest of the Entity's Employee
- Professional References
- MWBE Participation Statement
- Vendor Information and W-9 Form
- Hourly Rate Schedule

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

CRITERIA	WEIGHT
Project Approach (Methodology)	(25 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principle Qualifications and Capabilities	(15 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(10 points)
Quality of Submittal Package	(5 points)
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The Entity’s reserves the right to alter dates as needed.

Deadline for Proposal Questions [07/09/2021 no later than 3:00pm EST]

Proposal Due Date [07/16/2021 no later than 3:00pm EST]

SELECTION PROCEDURE – The proposals received will be evaluated by qualified personnel of the Entity. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Entity’s Office shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Board of Entity's Commissioners.

PROPOSAL EVALUATION – The Entity's shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to the Entity's.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

The Entity reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The Entity reserves the right to conduct investigations as deemed necessary by the Entity's to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. The Entity is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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Section 7 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued by the Board of Entity’s Commissioners on behalf of the governmental entities: Board of Entity’s Commissioners, and the following unincorporated areas: Lanark Village, Bald Point, Alligator Point, and St. Theresa, and census designated areas of Eastpoint and St. George Island.

The Entity is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the Entity’s with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public rights-of-way, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the Entity’s immediately after a hurricane or other disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 days. The selected Contractor will be expected to meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act, whenever possible. Contractor’s personnel must be familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide.

The successful Contractor must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines, and operating policies. The successful Contractor will support the Entity’s during a disaster recovery effort and will be responsible for all aspects of the debris monitoring process. The selected Contractor shall coordinate with the disaster debris removal Contractor(s) and the Entity’s to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The selected Contractor will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)

ACTIVATION – When a major disaster occurs or is imminent, the Entity’s will contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites.

In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring Contractor should be prepared to respond immediately after tropical sustained winds are below 40 mph in Franklin County.

SELECTION AND MOBILIZATION – The Contractor will be selected based on experience, methodology, availability, and price. The Contractor will also begin coordination with the Debris Removal Contractor and Emergency Management personnel.

Written notification will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall have a maximum of 48 hours from delivery of notification by the Entity’s to mobilize and begin their response. Notification will be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection of another Contractor.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the entity’s or the Contractor’s approved temporary debris management sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

PRE-EVENT ASSISTANCE – The Contractor will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Contractor will, at no cost to the Entity’s:

- Provide Entity’s full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshop or planning meetings with Entity’s representative and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the ENTITY’S’S Project Manager, and other related services as outlined in this Scope of Services, and as directed by the Entity’s.

DEBRIS MONITORING AND ADMINISTRATION

- A. The Contractor will provide debris monitors and debris monitoring services to assist the Entity’s with monitoring the operations of the disaster debris removal and disposal Contractor(s). The debris monitoring services to be provided are debris Contractor compliance monitoring and oversight, not professional engineering services. The Entity’s will provide a Project Manager to work directly with the Debris Collection Contractor and the Contractor. The Entity’s will provide debris management site(s) (DMS) for disposal of the storm debris.
- B. The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the Entity’s. The Project Manager shall remain on the job and available to the Entity’s at all times during the operational phases of the debris collection and disposal project. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the Entity’s Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, Entity's staff, and debris management Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Contractor(s) and the debris management operation.
- Provide a daily report of debris Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the Entity's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
- Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the Entity's.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
- Make all reasonable efforts to ensure that DMS have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS at the specified time established by the Entity's.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
- Schedule work for all team members and sub-Contractors on a daily basis.
- Conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- Monitor the debris removal Contractor(s) and DMS(s) for compliance with their contract with the Entity's.
- Provide training to Entity's staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Contractor(s), Entity's, state, and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Contractor personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices.
- Compile records and assist the Entity's with the preparation of required forms for reimbursement.
- If requested by the Entity's, provide call center operators to receive and process calls from customers with disaster debris collection concerns within the Entity.

D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Contractor shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the Entity's. This team will monitor the debris Contractors for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the Entity's through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

E. The Contractor will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:

- Verifying that all debris picked up is a direct result of the disaster.
- Accurately recording the addresses, streets, and locations where debris was collected.
- Verifying that the debris collection Contractor(s) are working in their assigned collection areas and roads.
- Contractor shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the Entity's Project Manager to review matter and provide final resolution.
- Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
- Assuring compliance with Entity's contracts by all debris Contractors and debris subcontractors.
- Identifying eligible stumps, hangers, and leaners. Coordinating with the Entity's and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA.
- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the ENTITIES to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Contractor shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.
- Neither the services performed by the Contractor under this Agreement nor the presence of Contractor nor shall its employees nor subcontractors at any site in performance of its services relieve debris removal Contractor or their subcontractors, the ENTITY'S or any other entity of their obligations, duties, and responsibilities with respect to job site safety. Contractor has no authority to exercise any control over the debris Contractor or their subcontractors, the Entity's, or any other entity in connection with any health or safety precautions. Contractor shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Contractor or their subcontractors or any other entity except to the extent relating to Contractor's employees.

F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for handwritten and scanned tickets. The system features shall include the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, ENTITY'S, state, and other public entities on a need-to-know basis.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location thru use of GPS technologies.
- Evaluation of daily event status using web-based reporting and GIS tools.
- Coordination of Contractor invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.

G. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the ENTITY'S and provided to the Entity's upon their request or project completion. Additional copies shall be provided to the debris removal Contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Contractor shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Contractor shall complete the Entity's Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the Entity's Project Manager or designee. The Entity's Vehicle Certification Form will have the following information:

- Vehicles make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicles
- Vehicle type
- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Contractor's Project Manager or designee shall review all truck certification forms with the debris Contractor to assure completeness and accuracy of each form before forwarding to the Entity's Project Manager or designee.

H. The Contractor shall provide the Entity's Project Manager and the debris Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- DMS status
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the Entity's.

- I. The Contractor will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the Entity's with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Contractor will provide qualified people who can perform the following roles:

1. FIXED SITE DEBRIS MONITORS – Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated Entity's personnel
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.

2. FIELD DEBRIS MONITORS – Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load

- Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated Entity's debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Contractor shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with Entity's personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.

4. SUPERVISING MONITORS – Contractor shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of two DMS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Management Contractors
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).

- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
 - Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
 - Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by ENTITY'S.
 - Coordinating with local, state, and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
 - Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
 - Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
 - Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
 - Review damage reports
 - Resolve complaints
 - Compile all necessary reports.
5. DATA MANAGER – Contractor shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state, and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the Entity's. The electronic Ticket Manager would oversee such data functions.
6. COST RECOVERY SPECIALIST – Contractor shall provide a cost recovery specialist to work hand-in-hand with Entity's personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.
7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:

(a) Pre-event

The pre-event services performed by the Contractor may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review TDMS
- Debris management Contractor bid preparation and review.

(b) Post-event

The listed services performed by the Contractor must include:

- Contract administration

- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Contractors
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Contractors and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- TDMS monitoring accommodating multiple municipalities/agencies
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the Entity's in responding to public inquiries
- Provide technical advice to the Entity's
- Be available to address questions from FEMA and FHWA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Contractor(s) invoices prior to submission to the Entity's for processing.

J. PAYMENT MONITORING AND RECONCILIATION PROCESS - The Contractor shall review, validate, and reconcile debris management Contractor(s) invoices prior to submission to the Entity's for processing. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the Entity's and debris Contractor(s) representatives. All invoices from the debris Contractor(s) shall be directed to the Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Contractor to be accepted or rejected. The Contractor shall issue in writing to the Entity's and the debris Contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris Contractor to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.

K. The Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Contractor(s). A weekly log of such complaints and their resolution shall be provided to the Entity's Project Manager. Upon request of the Entity's, the Contractor may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns, and complaints regarding debris removal operations.

L. OTHER RELATED SERVICES

1. Event Closure - The Contractor shall assist the Entity's in preparing final reports necessary for reimbursement by FEMA, FHWA and other applicable agencies for disaster recovery efforts by Entity's staff and designated debris management Contractors. The Contractor shall assist in reviewing and processing requests for payment by the debris management Contractor(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Contractor:
 - Review/reconciliation of debris Contractor invoices and payment recommendation letter
 - Monitoring and Collection information (reports, logs, etc.)
 - Project Status Reports
 - Completed Load tickets
 - Photographs of Debris Collections
 - Tipping Fee Receipts
 - Contractor invoices
 - Review of debris Contractor equipment hours of operation
 - Vehicle certifications
 - Start and end dates of the first debris removal pass and all subsequent passes
 - Timesheets of all subcontractors to support debris monitoring invoices
3. Compliance - The Contractor shall provide professional oversight to monitor compliance with local, state, and federal regulations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the Entity's Project Manager immediately as changes occur.

DELIVERABLES – At a minimum, the following deliverables must be provided to the Entity's at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the Entity's may add and/or delete deliverables to meet the needs of the Entity's, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections and releases for work by either the property owner of the Entity's
- (b) Original load tickets, boxed, bound by date, and sorted by ticket number
- (c) Electronic ticket logs including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binder(s) with damage reports, completed repairs, and releases (if applicable)
- (g) Binders with issues and final resolution
- (h) Map books boxed bypass with daily logs
- (i) List of tickets issued by monitors, and list of lost/voided tickets
- (j) Each Ineligible debris pile will be tagged, in a format approved by the Entity's, and a list compiled and submitted to the Entity's
- (k) Operational Reports shall be prepared by the Contractor and submitted to the Entity's throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed, and hauled.

- (I) A Final Report prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

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Section 8 – Required Forms

PROPOSAL SUBMITTAL CHECKLIST

- _____ Proposer’s Certification
- _____ Addendum Acknowledgement
- _____ Drug-Free Workplace Certificate
- _____ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Affidavit of Non-Collusion
- _____ Professional References
- _____ MWBE Participation Statement
- _____ Vendor Information
- _____ W-9 Form
- _____ Hourly Rate Schedule

Submission of one (1) original marked “ORIGINAL”, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD.

BY:

Bidder

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the Entity's adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer / Contractor as its act and deed and that the Proposer / Contractor is ready, willing, and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Entity's Board of Commissioners or of any other proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: I take NO exceptions. Exceptions:

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this__day of__, 20__by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(Print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein”.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned Entity's, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or Contractor, nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Offeror or Contractor, nor any affiliate of the Offeror or Contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or Contractor who is active in the management of the Offeror or Contractor or an affiliate of the Offeror or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF ENTITY’S EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Entity’s Board of Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me _____ or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

MWBE PARTICIPATION STATEMENT

Note: The Contractor is required to complete the following information and submit this form with the proposal.

Project Description: _____

Contractor Name: _____

This Contractor (is____) (is not__) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s): _____%

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Contractors are as follows:

DBE Sub-Contractor	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) =	
	<input type="checkbox"/> Other (see instructions) =	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person =	Date =
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

HOURLY RATE SCHEDULE

NAME OF BUSINESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ -		\$ -
2.	Data Manager	\$ -		\$ -
3.	Cost Recovery Specialist	\$ -		\$ -
4.	Field Supervisors	\$ -		\$ -
5.	Fixed Site Monitors	\$ -		\$ -
6.	Environmental Specialist	\$ -		\$ -
7.	GIS Specialist	\$ -		\$ -
8.	Supervising Monitors	\$ -		\$ -
9.	Billing/Invoice Analysts	\$ -		\$ -
10	Administrative Assistants	\$ -		\$ -
11.	Field Monitors	\$ -		\$ -
TOTAL (Items 1-11)				\$ -

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

**These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

This document must be completed and returned with your Submittal

Section 9- Sample Contract

This is a non-exclusive contract **Agreement** effective as of June 7,2016 between **Entity's, FL** [ENTITY'S], having its principal office at 33 Market Street room 203, Apalachicola, FL, 32320 and [Vendor Name], LLC, a corporation chartered under the laws of the State of Florida, having its principal place of business at 22 South Links Avenue, Suite 200, Sarasota, FL 34236.

The ENTITIES requires the services of a qualified firm to perform certain professional services for the ENTITY'S's projects at various locations within the ENTITY'S limits.

The ENTITIES intends to engage [Vendor Name] to perform certain professional services related to Disaster Debris Monitoring and Technical Assistance services related to the implementation and administration of FEMA Public Assistance Category A and Category B programs [**Assignment**] and [Vendor Name] has the expertise and has a thorough knowledge of such services.

The Assignment will have the following characteristics: On an as-needed basis, the ENTITY'S will issue Task Orders to [Vendor Name] describing the work required under this Agreement. In response, [Vendor Name] will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties. Entity has multiple debris monitoring contracts for the performance of the services set forth in this Agreement. Entity reserves the right to determine which one, or more, Agreement(s) it will issue Task Orders to in the event of storm damage in Franklin Entity's which qualifies for the services set forth herein. [Vendor Name] acknowledges and understands that in the event of a FEMA Public Assistance Category A and Category B programs in Franklin County, Florida, that the Entity reserves the exclusive right to select which one or more debris monitoring Contractors it has under contract. The execution of this Agreement does not guarantee [Vendor Name] will be selected to perform the services set forth herein.

In consideration of the mutual promises herein, [Vendor Name] and the ENTITIES agree that the terms and conditions of this Agreement are the following:

1. BASIC SERVICES

Scope. [Vendor Name] shall provide the Basic Services as described in [Vendor Name] Debris Monitoring Proposal, the Scope of Work and the individual Task Orders authorized in writing by the ENTITY'S. A sample Task Order form is provided in Schedule A. The Scope of Work is provided in Schedule B and the [Vendor Name] Proposal is provided in Schedule C. The Task Order format may be modified from time to time. [Vendor Name] will utilize local residents to the greatest extent practicable depending upon project specific conditions. [Vendor Name] obligations under this Agreement are solely for the benefit of the ENTITY'S and no other party is intended to benefit or have rights hereunder.

- 1.1. **Standard of Care.** [Vendor Name] shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided [**Standard of Care**]. These services will be provided by debris management Contractors and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.2. **Instruments of Service.** [Vendor Name] is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.
- 1.3. **End-Users Software License.** RESERVED
- 1.4. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.5. **Subcontractors.** Any subcontractors and outside associates or Contractors to be engaged by [Vendor Name] under this Agreement are limited to those identified in executed Task Orders or as the ENTITY'S specifically approves during the performance of a Task Order.

- 1.6. **Title to Hazardous Materials.** The ENTITY'S and [Vendor Name] agree that title to all types of hazardous or toxic wastes, materials, or substances originating at or removed from the Site will remain in and with the ENTITY'S.
- 1.7. **Transportation or Disposal of Hazardous Materials.** The ENTITIES further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials, or substances, [Vendor Name] is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around ENTITY'S's premises. In this regard, the ENTITY'S and [Vendor Name] agree as follows:
 - 1.7.1. [Vendor Name] may assist the ENTITY'S in obtaining the services of licensed hazardous materials Contractors for the transportation and disposal of all hazardous or toxic wastes, materials, or substances. [Vendor Name] shall not contract directly for these services.
 - 1.7.2. It is understood by both the ENTITY'S and [Vendor Name] that the ENTITY'S will provide all required hazardous or toxic wastes, materials, or substance generator numbers, signed manifests, storage and treatment permits, and any permits or licenses required by local, state, or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials, or substances.

2. ADDITIONAL SERVICES

- 2.1. **Scope.** [Vendor Name] will provide the **Additional Services** when authorized by the ENTITIES in writing in a Task Order or amendment to a Task Order.

3. ENTITY'S's RESPONSIBILITIES

Unless stated otherwise in Section 8 or in individual Task Orders, the ENTITIES shall do the following in a timely manner:

- 3.1. **The ENTITY'S's Representative.** Designate a representative having authority to give instructions, receive information, define the ENTITY'S's policies, and make decisions with respect to individual Task Orders.
- 3.2. **Project Criteria.** Provide criteria and information as to the ENTITY'S's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the ENTITY'S.
- 3.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the ENTITY'S relevant to a Task order.
- 3.4. **Access.** Arrange for [Vendor Name] to enter upon public property, as necessary.
- 3.5. **Review.** Respond to [Vendor Name] 's request for decisions or determinations.
- 3.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 3.7. **Project Developments.** Give prompt written notice to [Vendor Name] whenever the ENTITIES observes or otherwise becomes aware of any development that affects the scope or timing of [Vendor Name] 's services.

4. PERIODS OF SERVICE

- 4.1. **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.
- 4.2. **Start of Performance.** [Vendor Name] will start the Services described in each Task Order upon authorization by the ENTITY'S. If the ENTITY'S gives authorization before signing a Task Order, [Vendor Name] shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the ENTITY'S's authorized representative.
- 4.3. **Force Majeure.** If a force, event, or circumstance beyond [Vendor Name] 's control interrupts or delays [Vendor Name] 's performance, the time of performance shall be equitably adjusted.
- 4.4. **Term.** This Agreement shall be in effect for two (2) years from date of execution, with an option for a one (1) year renewal.

5. COMPENSATION

5.1. **[Vendor Name] 's Services.** Based upon the Scope of Services provided for in Schedule B and for each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule D), the ENTITIES shall pay [Vendor Name] the Amount stated in invoices issued for and in accordance with Schedule B: Scope of Work and each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice. Invoices are payable by the ENTITIES within 90 days after receipt of invoice.

6. OPINIONS OF CONSTRUCTION COST

6.1. **Construction Cost.** If required by this Subcontract, opinions related to cost given by [Vendor Name] are subject to the following. [Vendor Name] has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's or disposal site methods of determining prices, or over competitive bidding or market conditions. [Vendor Name] opinion of probable cost is made on the basis of [Vendor Name] 's experience and qualifications and represents [Vendor Name] judgment as an experienced and qualified professional firm, familiar with the debris cleanup and recovery industry. [Vendor Name] does not guarantee that proposals, bids, or actual Project cost will not vary from [Vendor Name] opinions of probable cost.

7. GENERAL CONSIDERATIONS

7.1. **Changes.** By written and/or electronic notice at any time, the ENTITY'S may change Services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to [Vendor Name] performing the changed services. Such changes can only be required by the ENTITY'S's authorized representative.

7.2. **Confidentiality and Proprietary Information.** [Vendor Name] will hold secret and confidential all information designated by the ENTITY'S as confidential [**Confidential Information**]. [Vendor Name] will not reveal Confidential Information to a third party unless:

- 7.2.1. the ENTITY'S consents in writing;
- the information is or becomes part of the public domain;
 - applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
 - failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.2 All drawings, specifications, technical information, and other information furnished to ENTITY'S by [Vendor Name] or developed by [Vendor Name] in connection with the Work are, and will remain, the property the ENTITY'S. In addition, regarding the Automated Debris Management System, [Vendor Name] shall retain sole rights of and ENTITIES shall have no rights with respect to the Automated Debris Management System. All rights are reserved by [Vendor Name] with respect to the Automated System under the patent, copyright, trade secret and other applicable laws of the United States.

7.3 **CADD.** The ENTITY'S may provide information related to computer-assisted design and drafting format [**CADD**] to [Vendor Name]. CADD is derived in part from computer software for which the ENTITY'S is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor. Any reuse without written verification or adaptation by the ENTITIES for the specific purpose intended is at [Vendor Name] 's sole risk, without liability to the ENTITY'S.

7.4 **Disputes.** If a dispute or complaint [**Dispute**] arises concerning this Agreement, the ENTITY'S and [Vendor Name] will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

7.4.1 **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.

7.4.2 **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be

shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement.

7.4.3 Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point, the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.

7.5 **Insurance.** [Vendor Name] will maintain **insurance** against the following risks during the term of the Agreement:

7.5.1 workers compensation in statutory amounts and employer's liability for [Vendor Name] 's employees' Project-related injuries or disease;

7.5.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from [Vendor Name] 's performance under this Agreement; and

7.5.3 Professional liability in the amount of \$1,000,000 for legal obligations arising out of [Vendor Name] 's failure to meet the Standard of Care.

7.6 **Indemnification.**

7.6.1 [Vendor Name] hereby agrees to indemnify and hold the ENTITY'S harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of [Vendor Name] or others for whose acts [Vendor Name] is responsible under this Agreement.

7.7 **Reserved.**

7.8 **Interpretation.** This Agreement shall be interpreted in accordance with the laws of Florida and the exclusive venue for any disputes between the parties shall be within Franklin County, Florida.

7.9 **Successors.** This Agreement is binding on the successors and assigns of the ENTITY'S and [Vendor Name]. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the ENTITY'S.

7.10 **Independent Contractor.** [Vendor Name] represents that it is an independent Contractor and is not an employee of the ENTITY'S.

7.11 **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.

7.12 **Applicable Law.** If applicable to this Agreement, [Vendor Name] will comply with the requirements of:

7.12.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,

7.12.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

7.12.3 all other federal, state, and local laws and regulations or orders issued under such laws.

7.13 **Entire Agreement.** This Agreement, including [Vendor Name] Proposal, Schedules, Attachments, Task Orders executed pursuant to this Agreement, and referenced documents, is the entire agreement between the ENTITY'S and the [Vendor Name]. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the ENTITY'S and [Vendor Name].

7.14 **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7.15 **Termination.** This Agreement may be terminated by either Party at will and without cause, at any time upon three

(3) days prior written notice to the other Party and shall remain in force until so terminated. All information, data, materials, software, and any other materials provided to the Party must be returned to the other Party upon termination of the Agreement.

7.16 **Effective Date.** This Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 **Special Provisions.** This Agreement is subject to the following special provisions:

Duties and Responsibilities of Contractor. [Vendor Name] or its representative will be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by [Vendor Name] will not relieve Debris Contractors of its obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

Limitations of Contractor's Responsibilities. [Vendor Name] will not be responsible for the Debris Contractor's or other Contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the program's incident thereto. [Vendor Name] will not be responsible for Debris Contractor's or their subcontractor's failure to perform the work in accordance with their contract with the ENTITY'S or any other agreement. [Vendor Name] will not be responsible for the acts or omissions of Debris Contractor, their subcontractors, or any other Contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the Work.

8.2 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

8.2.1 **Schedule A** *Sample Task Order Form*

8.2.2 **Schedule B** *Scope of Work*

8.2.3 **Schedule C** *[Vendor Name] Proposal*

8.2.4 **Schedule D** *Fee Schedule*

8.2.5 [Vendor Name] shall comply with the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR part 5), as applicable.

8.2.6 [Vendor Name] shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR part 5), as applicable.

8.2.7 Entity shall exclusively retain the patent right to any discovery or invention which arises or is developed in the course of or under this contract.

8.2.8 Entity shall exclusively retain the copy rights and rights in data to materials which arises or is developed in the course of or under this contract.

8.2.9 [Vendor Name] shall grant access to Entity, the Federal government and the State of Florida, the Comptroller General of the United States, or their authorized representatives to any books, documents, papers, and records of [Vendor Name] which are directly pertinent to this contract for the purpose of making an audit, examination, excerpts, and transcriptions.

8.2.10 [Vendor Name] shall retain all required records of this contract for three years after Entity makes final payment and all other pending matters are closed.

Execution Authority. This Agreement is a valid and authorized undertaking of the ENTITY'S and [Vendor Name]. The representatives of the ENTITY'S and [Vendor Name] who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

FRANKLIN County, FL

By _____ By _____

Title: Chairman _____ Title _____

Witness _____ Witness _____

Schedule A

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

SAMPLE

Project Number--Task Order Number: _____--_____

Task Order Date: _____

Subject to the Agreement between *the ENTITY'S* [the ENTITY'S] and [Vendor Name], effective [date] the ENTITIES hereby authorizes [Vendor Name] to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. **Basic Project Information.**

Project Name: _____

Project Number: _____

Project Location: _____

The ENTITY'S Representative: _____

[Vendor Name] Representative: _____

2. **Project Description:** A description of Project for which this Task Order is issued is provided in Task Order Attachment 1, Project Description, incorporated into this Task Order.

3. **Scope of Services:** [Vendor Name] shall perform its Basic and Optional Services as described in Attachment 2, Scope of Services, attached and incorporated into this Task Order.

4. **Period of Services:** The period of service shall be: _____.

5. **Compensation:** [Vendor Name] 's compensation under this Task Order, which shall not be exceeded without prior written authorization of the ENTITY'S, is: \$ _____

6. This Task Order's Pricing Schedule is incorporated and attached as Attachment 3.

7. **Special Conditions:** This Task Order is subject to the special terms and conditions as described in Attachment 4, attached, and incorporated into this Task Order.

8. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Date _____



REQUEST FOR PROPOSALS

for

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This RFP covers Franklin County along with the Municipalities and Special District. However, separate bid submittals are required. Each entity will conduct their own review and scoring and will enter into their own contract agreement with the selected company.

Franklin County Clerk of Courts

Attn: Jessica Gay, 33 Market Street, Suite 203, Apalachicola, FL 32320, phone: (850) 653-8861

City of Apalachicola

Attn: Leo Bebeau, 192 Coach Wagoner Blvd, Apalachicola, FL 32320, phone: (850) 653-9319

City of Carrabelle

Attn: Courtney Dempsey, 206 Hwy 98 E, Carrabelle, FL 32322, phone: (850) 697-3618

Dog Island Conservation District

Attn: Ray Appen, PO Box 14288, Tallahassee, FL 32317-4288, phone: (770) 527-4042

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Section 1 – Purpose and Overview

Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District intend to enter into an agreement with a qualified contracting firm to provide services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District.

This RFP is to solicit competitive sealed proposals from qualified firms, businesses, or individuals for the provision of Disaster Debris Removal and Disposal Services to assist Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District here after referred to as “the Entities”, with Disaster Debris Removal and Disposal Services.

It is the intent and purpose of the Entities that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the Entities if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

Section 2 – Instructions to Proposers

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, three (3) identical paper copies, and one (1) electronic copy in pdf format on CD or jump drive, in conformance with the detailed submittal instructions.

Proposals must be returned in a sealed envelope and delivered to the Following Entities no later than [07/16/2021] at [3:00pm] (EST).

Franklin County Clerk of Courts

Attn: Jessica Gay, 33 Market Street, Suite 203, Apalachicola, FL 32320, phone: (850) 653-8861

City of Apalachicola

Attn: Leo Bebeau, 192 Coach Wagoner Blvd., FL 32320, phone: (850) 653-9319

City of Carrabelle

Attn: Courtney Dempsey, 206 Hwy 98 E, Carrabelle, FL 32322, phone: (850) 697-3618

Dog Island Conservation District

Attn: Ray Appen, PO Box 14288, Tallahassee, FL 32317-4288, phone: (770) 527-4042

Proposals shall be sealed, and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

Offers by telephone or email shall not be accepted. Also, proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the above stated entities address by the deadline. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located at each entity's facility shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Entity's Purchasing Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the Entity's/Municipality staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the Entity's Emergency Management Office Questions may be faxed to (850) 653-3643, emailed to [em3frank@fairpoint.net] no later than [07/09/2021] at [3:00pm] (EST) to the attention of [Pamela Brownell Director], referencing the RFP title in the subject line.

The Entity will utilize the Tallahassee Democrat to distribute information/specifications/addenda/result. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the Entity's website to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

When appropriate, the Entity will issue an addendum to the RFP. The addendum will be available on SAM.gov and the Entity's website for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The Entity shall be bound by information and statements only when such statements are written and executed under the authority of the Entity.

It will be the responsibility of the proposer to contact the Entities prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the Entity. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer's must contact the EM Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

AMENDMENT OF THE REQUEST FOR PROPOSALS – It is the proposer's responsibility to contact the Entity prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The Entity reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer's Certification Form.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of

withdrawal or modification after the Proposal has been opened at the appointed time and place by the Entity. Any such withdrawn Proposal shall not be resubmitted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Entity for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.

REJECTION OF PROPOSALS – The Entity reserves the right to reject any and/or all proposals when such rejection is in the best interest of the Entity.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file including address, product, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give an Entity’s employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Entity’s purchasing activity.
- (f) Other reasons deemed appropriate by the Entity’s Commissioners

NO LOBBYING – All Proposers are hereby placed on notice that the Entity’s Board of Commissioners, Employees/Staff, Members of the Evaluation Committee and all other listed government entities Council and Employees/Staff included in this RFP (with the exception of the Entity’s personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposer and their subcontractors, sub-Contractors, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the Purchasing Department, a written notice of intent to file a protest in accordance with the Entity’s Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by the Entity shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the Entity. The proposer must meet all requirements for retaining public records and transfer, at no cost, to the Entity all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Entity in a format that is compatible with the information technology systems of the Entity.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the proposer. The Entity assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the Entity bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

Section 3 – Terms and Conditions

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and Entity licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and Entity’s.

RESERVATION OF RIGHTS – The Entity’s reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Entity’s, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Board of Entity’s Commissioners or other competent authority.

Entity’s reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of Entity’s Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Entity’s Purchasing Policy. Entity’s reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be, always, the employees, or agents of the Proposer, and not employees or agents of Entity’s.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Entity’s.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and Entity’s reserves the right to seek similar or identical services elsewhere if deemed in the best interest of Entity’s.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the Entity’s, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the Entity’s may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PATENT / COPYRIGHT HOLD HARMLESS – The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Entity’s BCC against any claim, suit, or proceeding brought against the Entity’s, which is based on a claim, whether rightful or

otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the Entity's.

PUBLIC RECORDS – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Entity's in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the Entity's would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Entity's all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Entity's in a format that is compatible with the information technology systems of the Entity's.

In performing the requirements herein, the Proposer shall promptly provide the Entity's with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the Entity's to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the Entity's with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the Entity's shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of Entity's.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

AUDITABLE RECORDS – The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The Entity's or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the Entity's. Awarded Proposer shall ensure the Entity's has these same rights with subcontractor(s) and suppliers.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend Entity’s and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney’s fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Entity’s.

INDEMNIFICATION: (PATENT OR COPYRIGHT) – The selected Proposer shall indemnify and hold harmless, and defend Entity’s and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys’ fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

Entity’s is obligated only to the extent that funds are included in the Entity’s fiscal year budget. Should the Entity’s not include funds for this expense the Contract is null and void.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

PUBLIC ENTITY CRIMES – A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Proposer list.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Entity’s Board of Entity’s Commissioners. Further, all proposers must disclose the name of any Entity’s Board of Entity’s Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer’s firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city or Entity’s occupational license and any licenses required pursuant to the laws of Entity’s or the State of Florida. In furnishing the service or product to the Entity’s, the vendor shall comply with all federal, state and Entity’s rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and code **Page 146**

may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

CANCELLATION – The contract with the successful proposer may be terminated by the Entity’s without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Entity’s may terminate the contract at any time because of the Contractor’s failure to perform in accordance with these specifications and applicable contract. The Entity’s may retain/withhold payment for nonperformance if deemed appropriate to do so by the Entity’s.

INSURANCE REQUIRED – Before execution of the contract by the Entity’s and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the Entity’s current certificates of all required insurance on forms acceptable to the Entity’s, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Entity’s.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Entity’s.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, always maintain in effect during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Entity’s.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000
Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Entity's and shall include Entity's its officers and employees, as additional insured, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the Entity's shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the Entity's, Contractor shall furnish Entity's with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Entity's BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Entity's, except that in the event of cancellation for nonpayment of premium the Entity's shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The Entity's will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Entity's.

Notices, in original and one copy of cancellation, termination and alteration of such policies shall also be provided to the agent of the Entity's.

COMPLIANCE WITH 44 CFR and 2 CFR PART -200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the Entity's and any federal, state, or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes, and ordinances:

Code of Federal Regulations, 44 CFR

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR is available online at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.

The Contractor must provide compliance with Super Circular “2 CFR Chapter II, Part 200 et. -al” and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

2 CFR is available online at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

1. Suspension and debarment (§200.213)

Contractors with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321

(a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- 6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3. Procurement of recovered materials (§200.322)

The Solicitor and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Equal Employment Opportunity Clause (§60-1.4)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the solicitor more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Contracts and subgrants of amounts more than \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Compliance with the Copeland "Anti-Kickback" Act

- (a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Additional Administrative, Contractual, or Legal Provisions

10. Cancellation

The solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor reserves the right to cancel and obtain from another source, any services which have not been provided within the required period or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

11. Failure to Deliver

In the event of failure of the Contractor to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

12. Litigation/Waiver of Jury Trial

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

13. Termination

(a) Termination for Default:

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

(c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:

- 1) Stop work on the date and to the extent specified.
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
- 2) Continue and complete all parts of that work that have not been terminated.

(d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of

such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

- (e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

14. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel.

Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

- **Access to Records.**

The following access to records requirements applies to this contract:

- a) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

- **DHS Seal, Logo, and Flags**
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives
- **No Obligation by Federal Government.**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract

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Section 4 – Special Conditions

This is an RFP issued by the Entity's Board of Commissioners on behalf of the governmental entities: Entity's Board of Commissioners, and the following unincorporated areas for Disaster Debris Removal Services.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the Entity's to enter contract(s) for the approximate duration of two (2) years. This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

AWARDS – Results from the evaluation committee will be considered by the Entity's Board of Entity's Commissioners at the earliest possible regular meeting after the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the Entity's Purchasing Policy.

The Entity's Board of Entity's Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the Entity's.

The Entity's does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by Entity's.

QUALIFICATIONS – The Entity's reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience, and financial stability to complete the scope of work of this proposal. If you have other contracts like this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

VENDOR'S PRODUCT OR SERVICES – The vendor's product (if applicable) delivered to the Entity's shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the Entity's as determined by the Entity's.

The vendor shall provide the Entity's with any data, reports or other information as required and requested by the Entity's to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the Entity's, the vendor shall comply with all federal, state, and Entity's laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

SUBCONTRACTORS – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade, or commodity) and proposed percentage of work.

CODE OF CONDUCT – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Entity’s Board of Commissioners upon request.

SOCIOECONOMIC CONTRACTING – In compliance with 44 C.F.R. § 13.36 (e) the Entity’s Board of Entity’s Commissioners encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PERFORMANCE AND PAYMENT BOND – The Contractor shall furnish to the Entity’s, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials, and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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Section 5 – Proposal Submittal and Requirements

Proposals shall include all the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

TABLE OF CONTENTS

TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-Contractors are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal.

TAB B – EXPERIENCE

List in detail previous five (5) years' experience of direct or relevant projects completed that are the same or like the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

The proposer shall include a statement that they will meet all program standards as provided for in the guides:

- FEMA "Debris Management Guide"
(<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)

TAB C – FINANCIAL INFORMATION

All proposers shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

TAB D – REFERENCES

Provide three (3) references (DO NOT include Entity's) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type, and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel with your proposal. Please specifically identify any added value benefits (pro bono publico) related to Debris Removal, removal or planning that your firm will provide to the Entity's.

TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB H – REQUIRED DOCUMENTS

Include all required Entity's forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposal Submittal Checklist
- Proposer's Certification form
- Addendum Acknowledgement
- Drug Free Workplace
- Sworn Statement on Public Entity Crimes
- Affidavit of Non-Collusion and of Non-Interest of Entity's Employee
- Professional References
- MWBE Participation Statement
- Vendor Information and W-9 Form
- Unit Cost Fee Rate Schedule

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

CRITERIA	WEIGHT
Project Approach (Methodology)	(10 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principle Qualifications and Capabilities	(20 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(20 points)
Quality of Submittal Package	(5 points)
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The Entity’s reserves the right to alter dates as needed.

Deadline for Proposal Questions [07/09/2021 no later than 3:00pm EST]

Proposal Due Date [07/16/2021 no later than 3:00pm EST]

SELECTION PROCEDURE – The proposals received will be evaluated by qualified personnel of Entity’s. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Entity’s Office shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Board of Entity's Commissioners.

PROPOSAL EVALUATION – Entity's shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Entity's.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs like the governmental entities.

Entity's reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The Entity's reserves the right to conduct investigations as deemed necessary by the Entity's to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Entity's is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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Section 7 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued by the Entity’s Board of Commissioners on behalf of the governmental entities: Entity’s Commissioners, Entity, and the unincorporated areas.

Entity’s is seeking proposals from qualified firms to assist the Entity’s with Disaster Debris Removal and Disposal Services.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor(s) who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA regulations. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal operations according to all applicable rules and regulations.

It is also the intent to secure the services of one or more additional similarly experienced firm to supplement the primary firm. This Contractor will supplement debris removal and disposal, if in the opinion of Entity’s, the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through Entity’s and the Debris Monitoring Contractor. Selected contractors will be expected to complete services in less the 120 days when possible. Entity’s will give preference to companies who can meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act.

DEFINITIONS:

- CONTRACTOR or Contractor – the successful proposer(s)
- DEBRIS MANAGEMENT TEAM – The team staffed by Entity’s, Debris Monitoring Contractor, and the CONTRACTOR.
- DEBRIS MONITORING CONTRACTOR – A Contractor retained by the Entity’s to manage administrative aspects of the recovery process including processing FEMA submittals.
- DEBRIS – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- FEMA – Federal Emergency Management Agency
- FHWA – Federal Highway Administration
- FDEM – Florida Division of Emergency Management
- TDSRS – Temporary Debris Staging and Reduction Sites

INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT:

- When a major disaster occurs or is imminent, Entity’s will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the Entity’s intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites, unless otherwise directed.
- In preparation for an imminent storm strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Entity’s.
- The Entity’s upon contacting the contractor will issue a Notice to Proceed or a purchase order and work order assignment. The issuance of the purchase order will allow the contractor to begin pre-storm

preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with Entity's Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

- The Contractor shall have a maximum of 24 hours from notification by the Entity's to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Management of debris will be at the Entity's or the contractor's approved TDSRS or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris- reduction by-products generated at all TDSRS.

HOUSEHOLD HAZARDOUS WASTE:

- Eligible Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be picked up and disposed of by the contractor. Entity's will designate HHW drop-off locations.
- The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The CONTRACTOR is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the CONTRACTOR, if qualified, or a qualified Sub-Contractor.
- Putrescible garbage will be collected by Entity's or commercial waste haulers and is not to be collected or transported by CONTRACTOR forces unless the garbage is part of a mixed waste stream including debris from the disaster.

DEAD ANIMALS:

- Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the CONTRACTOR to remove and dispose of under this contract. "ANIMAL CONTROL AND LOCATION" will accept dead animals and have them transported to "LOCATION". If the Service Center cannot accept dead animals because they cannot be properly stored, the contractor will have the responsibility to transport the dead animal to the "LOCATION" landfill.

RELATIONSHIP BETWEEN DEBRIS MONITORING CONTRACTOR AND DEBRIS REMOVAL CONTRACTOR:

The Entity's Debris Monitoring Contractor and/or Entity's Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Contractor is crucial to the success of the response operation. Therefore, each proposal shall address their ability to work with different accounting and tracking systems.

Prior to the beginning of each hurricane season, the successful contractor(s) will meet with the Entity's and the Debris Monitoring Contractor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually.

For “Event Types” that require Temporary Debris Staging and Reduction Sites (TDSRS) the contractor shall be available for technical assistance to determine which pre-approved TDSRS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task the result will be a map of the various sites and a basic operation plan for each site.

POTENTIAL SCENARIOS:

EVENT TYPE 1: SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY/ ENTITY’S WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.

EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR CITY/ENTITY’S WIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY /ENTITY’S WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated by a government agency or contractor. This event type may require the development and operation of TDSRS. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any government property provided shall be reclaimed at the conclusion of the work.

EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY /ENTITY’S WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated by government agencies. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY/ENTITY’S WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed TDSRS Entity's wide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the government agency. Any government property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

STATEMENT OF WORK:

The qualified firm(s) will develop and present the scope of services, meeting the Entity's needs. The work to be undertaken includes, but is not limited to the following:

- DEBRIS REMOVAL
 - Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the Entity's. In this role the contractor will perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. The Entity will determine route priorities for this push. Additionally, in preparation for an eminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Entity's. The Entity's will designate roadway priorities for this push.
 - Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by Entity's. It may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the Entity's and the Debris Monitoring Contractor.
 - Debris Removal from Private Property – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. Should an imminent threat to life, safety, and health to the public be present on private property, the Contractor, as directed by the Entity's, will accomplish the removal of debris from private property, to include private roadways.
 - Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW or private property to an Entity's approved TDSR site or Entity's designated final disposal site.
 - Eligible Demolition, Removal and Transportation of Structures - Work consists of the demolition of structures on public property or private property, obtaining necessary permits and hauling the resulting debris to an Entity's designated final disposal site.
 - Removal of Eligible Hazardous Trees and Limbs - Work consists of removing Eligible hazardous trees and limbs and placing them on the safest possible location on the Entity's ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal.

- Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of removal, transportation, and disposal of Eligible household hazardous waste. (HHW).
- Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the Entity's and subsequently transported to an Entity's approved staging area.
- White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.
- Eligible E-waste Item Removal – Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the Entity's.
- Eligible Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.
- Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Entity's. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size. GPS X and Y coordinates are required for reimbursement by FEMA.
- Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the Entity's.
- Canals, Streams and Conservation Areas – The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways.
- **DEBRIS PROCESSING:**
 - Temporary Debris Staging and Reduction Site (TDSRS) – The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Entity's will designate the TDSRS to be activated. The contractor and the Entity's will jointly select these sites, at the beginning of each hurricane season. Preparation, maintenance, and operation of these TDSRS facilities are entirely the Contractor's responsibility.
 - Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the Entity's. At the Entity's

discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

- **TDSRS Debris Removal Operations Plan and Environmental Protection Plan** – This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.
- **Three (3) copies of the plan are required.** The plan shall be drawn to a scale of 1" = 50' and address following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
 - Location of existing structures or sensitive areas requiring protection
 - Restoration of Site
- **All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.** Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the Entity's. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.
- **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the Entity's is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.
- **Permitting** – The Contractor shall maintain responsibility for all required permitting.
- **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards, and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Monitoring Contractor needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.
- Assist Debris Monitoring Contractor in the following:
 - Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.

- Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by Entity’s personnel, e.g., conduct final inspections and issue closeout reports.

- **DOCUMENTATION AND RECORDS:**

- Documentation and Inspections

- Storm debris shall be subject to inspection by the Entity’s and their Debris Monitoring Contractor. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws.
- The Contractor will, always, provide the Entity’s access to all work sites and disposal areas. The Contractor and Debris Monitoring Contractor will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Monitoring Contractor will coordinate data collection and information management systems, including but not limited to:
 - Prepare detailed estimates and submit to FDEM, FHWA and FEMA for use in Project Worksheet preparation.
 - Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
 - Provide daily, weekly, or other periodic reports for Entity’s managers and the Debris Monitoring Contractor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
- The Contractor shall provide all requested information to the Debris Monitoring Contractor that is necessary for proper documentation. Entity’s staff shall review all

documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Monitoring Contractor will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to Entity’s Debris Monitoring Contractor
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
- TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards, and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan, as approved by The Entity’s.
- **WORK AREAS:**
 - **Work Areas** – The Entity’s will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, private properties/accesses and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt, re-vegetation and grading may be required to achieve the desired condition.
 - **Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only unless otherwise authorized by the Entity’s. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk unless otherwise authorized by the Entity’s. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to Entity’s approval. Entity’s approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
 - **Priority of Work Areas** – The Entity’s will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Entity’s. Such determination will not be unreasonably withheld.

- **Safety** – The Contractor shall have always at least one Safety Officer on duty. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Florida Department of Transportation Maintenance of Traffic Standards (FDOTMOT). All work zones shall conform to FDOTMOT Standards, and all work sites/conditions shall conform to all applicable Federal, State, and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

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Section 8 – Required Forms

PROPOSAL SUBMITTAL CHECKLIST

_____ Proposer’s Certification

_____ Addendum Acknowledgement

_____ Drug-Free Workplace Certificate

_____ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

_____ Affidavit of Non-Collusion

_____ Professional References

_____ MWBE Participation Statement

_____ Vendor Information

_____ W-9 Form

_____ Unit Cost Fee Rate Schedule

Submission of one (1) original marked “ORIGINAL”, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD.

BY:

Bidder

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

Page 171

PROPOSER’S CERTIFICATION

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days to allow the Entity’s adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer / Contractor as its act and deed and that the Proposer / Contractor is ready, willing, and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Entity’s Board of Entity’s Commissioners or of any other proposer interested in said RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: I take **NO** exceptions. **Exceptions:**

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(Print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein”.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned Entity's, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or Contractor, nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Offeror or Contractor, nor any affiliate of the Offeror or Contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or Contractor who is active in the management of the Offeror or Contractor or an affiliate of the Offeror or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF ENTITY’S EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Entity’s Board of Entity’s Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

MWBE PARTICIPATION STATEMENT

Note: The Contractor is required to complete the following information and submit this form with the proposal.

Project Description: _____

Contractor Name: _____

This Contractor (is_____) (is not__) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s):_____%

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Contractors are as follows:

DBE Sub-Contractor	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) =	
	<input type="checkbox"/> Other (see instructions) =	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person =	Date =
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Unit Cost Fee Rate Schedule

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MOBILIZATION AND DEMOBILIZATION</u>	L.S.	

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY</u>		
Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	
Bucket Truck - 50 Ft.	Hour	
Bucket Truck - 50' to 75'	Hour	
Chipper w/2-man Crew	Hour	
Crane - 100 Ton (8 Hr. Minimum)	Hour	
Crane - 50 Ton	Hour	
Crane 30 Ton or larger	Hour	
Dozer -D-6 or equivalent	Hour	
Dozer-CAT D4 or equivalent	Hour	
Dozer-Cat D8 or equivalent	Hour	
Dump Truck - 5 CY	Hour	
Dump Truck - Trailer, 50-80 cubic yard	Hour	
Dump Truck-Tandem, 14-18 cubic yard	Hour	
Dump Truck-Trailer, 24-40 CY	Hour	
Dump Truck-Trailer, 41-60 CY	Hour	
Dump Trailer w/Tractor, 30 to 40 CY	Hour	
Dump Trailer w/Tractor, 41 to 50 CY	Hour	
Dump Trailer w/Tractor, 51 to 60 CY	Hour	
Dump Truck - 10 to 15 CY	Hour	
Walking Floor Trailer w/Tractor, 100CY	Hour	
Equipment Transports	Hour	
Excavator - Cat 320 or equivalent	Hour	
Excavator - Cat 325 or equivalent	Hour	
Excavator - Cat 330 or equivalent	Hour	
Excavator - Rubber Tired with debris grapple	Hour	

This document in its entirety must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule (Page 2 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Farm Tractor w/Box blade	Hour	
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	
Forklift - Extends Boom with debris grapple	Hour	
Jetter Vac Truck	Hour	
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	
Loader - Knuckle boom -216 Prentice or equivalent	Hour	
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	
Loader - Skid Steer-753 Bobcat w/Bucket or equivalent	Hour	
Loader - Steer-753 Bobcat Skid with Street Sweeper or equivalent	Hour	
Loader - Towed w/Tractor, Prentice 210 or equivalent	Hour	
Loader - Wheel JD 644, or equivalent, with debris grapple or equivalent	Hour	
Loader - Wheel, Cat 955 or equivalent	Hour	
Loader - Wheel, Cat 966 or equivalent	Hour	
Loader - Wheel, JD 644, 2-3 CY Articulated w/Bucket or equivalent	Hour	
Log skidder-JD 648E, or equivalent	Hour	
Motor Grader-CAT 125 - 140HP or equivalent	Hour	
Pickup Truck - Unmanned	Hour	
Portable Light Plant	Hour	
Power Screen	Hour	
Loader-Self, Scraper CAT 623 or equivalent	Hour	
Stacking Conveyor	Hour	
Stump Grinder/ Vermeer 252 or equivalent	Hour	
Street Sweeper	Hour	
Sweeper – open air broom	Hour	
Track hoe 690 J.D. or equivalent	Hour	

Unit Cost Fee Rate Schedule (Page 3 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Truck - 1 ton Pickup	Day	
Truck - 1/2-ton Pickup	Day	
Truck - 3/4-ton Pickup	Day	
Truck - 6 Wheel Drive Heavy Off Roads	Hour	
Truck - Box	Day	
Truck - Service	Hour	
Truck - Supplies	Hour	
Truck - Water	Hour	
Utility Van	Day	
Other (List)		
Other (List)		
Other (List)		

Unit Cost Fee Rate Schedule (Page 4 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>DEBRIS REMOVAL SERVICES</u>		
Debris Removal from Event Site and Hauling to DMS 0-30 Miles.	CY	
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	
Debris Removal from Event Site and Hauling to DMS 31-60 Miles.	CY	
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	
Debris Removal from Event Site and Hauling to DMS 61+ Miles.	CY	
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	
White Goods removal, segregation, and disposal at approved location*	Item	
HAZWASTE removal, segregation, and packaging at DMS for disposal by others	Pound	
Freon Management, Recycling and Disposal*	Per unit	
Carcass Removal, Transportation and Disposal* (Removal of debris that will decompose such as animals or organic)	Pound	
Waterway Debris Removal <i>Debris removal from canals, rivers, creeks, streams & ditches</i>	CY	
Sand Collection and Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rock</i>	CY	
Vessel Removal	Unit	
Demolition of Private Structure	CY	
Vehicle Removal	Unit	
Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions</i>	Unit	
Biowaste Removal of waste capable of causing infection to humans <i>(Animal waste, human blood, pathological waste)</i>	Pound	

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge the Entity at cost. All final disposal sites must be approved by Entity.

Unit Cost Fee Rate Schedule (Page 5 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>TREE OPERATIONS, INCLUDING HAULING</u>		
Hazardous Trees Removal 6" diameter to 12" diameter	Tree	
Hazardous Trees Removal >12" diameter to 24" diameter	Tree	
Hazardous Trees Removal >24" diameter to 36" diameter	Tree	
Hazardous Trees Removal >36" to 48"	Tree	
Hazardous Trees Removal >48" +	Tree	
Hazardous Limbs Removal >2"	Tree	
Hazardous Stumps Removal >24" – 36"	Stump	
Hazardous Stumps Removal >36" – 48"	Stump	
Hazardous Stumps >48" +	Stump	
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MANAGEMENT AND REDUCTION</u>		
Grinding <i>Grinding/chipping vegetative debris</i>	CY	
Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	
Open Burning <i>Opening burning vegetative debris</i>	CY	
Compacting <i>Compacting vegetative debris</i>	CY	
Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	

Tipping Fees at Franklin County Landfill

Vegetation \$45.00/TON

All Other Debris \$65.00/TON

Unit Cost Fee Rate Schedule (Page 6 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>FINAL DISPOSAL</u>		
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass-through amount for vegetative</i>	CY	
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass-through amount for mix</i>	CY	
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass-through amount for C&D</i>	CY	

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	
Staked Silt Fence	LF	
Fill Dirt	CY	
Tree Protection, as required	LF	
Dewater, as required	Hour	
Bagged Ice, 50/100 lbs.	per	
Bottled Water, Palletized Truck Load	Lb.	
Bulk Water, Tanker	Gal	
Water Tanker for Bulk Water, Tanker	Gal	
Light Tower w/Generator	Day	
Office Trailer, 40 ft	Day	
Portable Toilet, Single	Day	
Portable Toilet, Single	Week	

Unit Cost Fee Rate Schedule (Page 7 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>PERSONNEL RATES</u>		
Traffic Control Personnel	Hour	
Laborer	Hour	
Survey Person w/Truck	Hour	
Inspector w/Vehicle	Hour	
Chainsaw w/Operator	Hour	
Foreman w/Truck	Hour	
Superintendent w/Truck	Hour	
Climber w/Gear	Hour	
Mechanic w/Truck and Tools	Hour	
Ticket Writers / Individual	Hour	
Clerical / Individual	Hour	
Program Management Services – Professional	Hour	
Program Management Services – Administrative	Hour	
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

Section 9- Sample Contract

Entity's Non-exclusive Contract for Debris Removal and Disposal Services

THIS CONTRACT, including Attachment A (Submitted Proposal for Entity's RFP Debris Removal, dated [date]), is made this the ___ day of _____, 2021, by and between [Vendor Name] (herein referred to as "**Contractor**") and the **Entity of Franklin** a political subdivision of the **State of Florida** (herein referred to as "Entity").

RECITALS

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of Entity's plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, Entity's has in the past suffered the full force and effects of major storms and the resulting destruction brought upon Entity's by such storms or manmade disasters; and

WHEREAS the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS the immediate economic recovery of Entity's and its citizens is a major concern and the primary priority for recovery; and

WHEREAS the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS [Vendor Name] has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS Entity's and the [Vendor Name] have agreed to the Scope of Services, prices, terms, and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public-school properties, including any other locally owned facility or site as may be directed by the Entity's. Contracted services will only be performed when requested and as designated by the Entity's. **Franklin County's Contract excludes Cities and non-public properties.**

The Contractor shall load and haul the debris from within the legal boundaries of the Entity's to a site(s) specified by the Entity's as set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the Entity's. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the Entity's when directed to do so by the Entity's. The Contractor shall use reasonable care not to damage any Entity's or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the Entity's may either bill the Contractor for the damages or withhold funds due to the Contractor.

1.4 Demolition of Structures (if implemented by Entity's):

The Contractor will remove structures designated for removal by and at the direction of the Entity's. The Contractor agrees to remove in a timely manner all structures as determined by the Entity's as set out in Section 1.1 of this Contract.

1.5 Private Property Waivers: Entity's excludes private property.

1.6 Disaster Recovery Duty Performance:

The Contractor will perform disaster recovery duties to assist appointed officials within the Entity's. This service may include Debris Program assistance as required by the Entity's. This is the concept of complete recovery support where the Contractor would assist a local government applicant on aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the Entity's officials.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Contract documents or meeting the approval of the Entity's may be rejected without costs. Replacements and/or rework, as required, will be accomplished at no additional cost to the Entity's.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Entity's, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor will utilize the service of local subcontractors, where feasible, and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Entity's. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Entity's.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the Entity's from and against any and all liabilities, suits, actions, legal proceedings, claims demand, damages, costs, and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the Entity's, as additional insured, while working within the boundaries of the Entity's.

2.3.4 Worker's Compensation:

- ◆ As required by law.

2.3.5 Automobile Liability:

- ◆ As required by law.

2.3.6 Comprehensive General Liability:

- ◆ **As required by law.**

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the Entity's at least thirty (30) days in advance of cancellation, non-renewal, or adverse change to the required insurance. New certificates of insurance are to be provided to the Entity's at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the Entity's designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within **72** hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished using hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the Entity's, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the Entity's and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for two (2) consecutive years, beginning on the date of acceptance by and signatures of the Entity's and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the Contractor to the Entity's to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s). **The Entity's shall have the right to refuse amendments unilaterally and such refusal shall be final.**

3.8 Contract Termination:

This Contract shall terminate upon **30** days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The Entity's may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements.

4.2 Entity's Obligations:

The Entity's shall furnish all information and documents necessary for the commencement of contracted services. **Any written Notice to Proceed received by contractor from the primary point of contact form the Entity's shall be valid.** A representative will be designated by the Entity's to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed. The Entity's is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the Entity's with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting of all operations in a satisfactory level of workmanship. The Contractor shall exhibit respect for the citizens and their individual private properties. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Entity's Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state, and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris (optional):

The Entity's will decide at what stage to relinquish ownership of debris, including regulated hazardous waste, to the Contractor for removal and lawful final disposal to its legal final location. The debris will consist of, but not limited to vegetative, construction and demolition, white goods, and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the Entity's, the Contractor shall be responsible for determining and executing the method and manner for lawful final disposal of all eligible debris, including regulated household hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the Entity's and Contractor. Other sites may be utilized as directed and/or approved by the Entity's.

5.0 GENERAL TERMS AND CONDITIONS

5.1

The geographic boundary for work by the Contractor's crews shall be as directed by the Entity's and will be limited to properties located within the Entity's legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the Entity's and/or unscheduled passes of each area impacted by the storm event. The Entity's shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Entity's.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state, and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Entity's. Should operation of equipment be required outside of the public ROW, the Entity's will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the Entity's a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Entity's and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Entity's.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Workdays/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted from 24 hours a day, seven days per week. Adjustments to workdays and/or work hours shall be as directed by the Entity's following consultation and notification to the Contractor.

5.9 Household Hazardous Wastes:

The Contractor shall set aside and reasonably protect all household hazardous waste encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate, and

maintain a Household Hazardous Waste Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the Entity's.

5.10 Stumps:

All hazardous/eligible stumps identified by the Entity's will be pulled, loaded, transported, stored, reduced, and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced, and paid in accordance with Section 7 of this Contract.

5.11 Utilizing Local Resources:

The Contractor shall, to every extent possible, give priority to utilizing resources within the Entity's. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Entity's and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the Entity's or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state, and local laws. The Entity's will, always, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms: Subject to 7.6.1

The Entity's shall accept the serialized original load ticket produced by the Entity's monitoring representative as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). **The Entity's reserves the right to challenge the Contractor's accounting system.**

6.2 Reports:

The Contractor shall submit periodic, written reports to the Entity's as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed, and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers, and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the Entity's.

6.2.3 Report(s) Delivery:

The scheduling point of delivery and receiving personnel for the debris operations report(s) will be directed by the Entity's in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the Entity's, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Entity's. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Entity's and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the Entity's and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state, and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the Entity's, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 Debris Removal, Processing and Disposal

In accordance with submitted proposal

7.2 Hourly Equipment, Labor and Materials

In accordance with submitted proposal

7.3 Stump Conversion Table

In accordance with submitted proposal

7.4 Billing Cycle:

The Contractor shall invoice the Entity's on a biweekly basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The Entity's agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days. The Entity's will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the Entity's and/or Government as ineligible debris unless otherwise authorized.

7.6.1 Debris Eligibility:

Notwithstanding anything to the contrary in this contract, it is understood and agreed that Entity's obligations under this contract shall be limited to, and not exceed, the dollar value of hurricane debris which Entity's finally determines to be qualified for payment under this contract (Hereinafter "qualified debris"). Entities shall only pay the contractor for qualified debris according to the reimbursement rates as determined by standards as provided hereinafter. Furthermore, the parties agree that Entity's obligation to pay for hurricane debris that Entity's finally determines does not qualify for reimbursement shall be limited to a maximum of \$10,000.00, regardless of the actual value of such non-qualifying debris. The standards for eligibility as provided herein shall be used by Entity's in determining eligibility. To the extent there is a conflict between the other terms of this contract and such standards, the standards shall prevail.

For example: \$1,000,000.00 of hurricane debris is removed pursuant to the contract. Of that amount, Entity's finally determines that \$300,000.00 is not qualified debris and that \$700,000.00 is qualified debris. Entity's obligation to pay for hurricane debris removed pursuant to the contract shall be limited to \$700,000.00, plus \$10,000.00 for the non-qualified debris. Entity's will have no obligation to pay \$290,000.00 of the hurricane debris which Entity's finally determines is not qualified.

IN order to comply with this stipulation (7.6.1), Contractor will not remove debris until the Entity's and/or FEMA have declared debris eligibility in writing. Load tickets signed by Entity's Monitor or Entity's representative will be deemed as eligible debris.

The Criteria for debris eligibility follows:

1. It must present an immediate threat to public safety and health, and
2. It must be a direct result of the declared event, and
3. It must originate from a maintained public property, such as a right of way, and
4. It must originate in Entity's legal jurisdiction and be Entity's legal responsibility at the time of the disaster, and
5. FEMA-322 Public Assistance Guide, and FEMA 325 The FEMA Debris Management Guide, as modified from time to time.

7.6.2 Eligibility Inspections:

The Contractor and Entity's will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.6.3 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the Entity's for such loads.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions, or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the Entity's and the Contractor and subject to the review of the Government.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: *[Vendor Name]*.

Address

Entity's: **Entity's, FL**

Emergency Management Director
28 Airport Road
Apalachicola, FL 32320

8.2 Applicable Law:

The laws of the **State of Florida** shall govern this Contract. Venue shall be in Entity's, Florida.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended, or extended by a written instrument executed by both parties as per Section 8.1 of this Contract.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal, or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the [Vendor Name]. has caused this Contract to be signed in its corporate name by its authorized representative and Entity's has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

[Vendor Name]

Entity of Franklin, FL

By: _____

By: _____

Title: _____

Title: Chairman

ATTEST:

ATTEST:

NOTICE TO RECEIVE SEALED BIDS

The Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing:

TIMBER ISLAND ROAD RESURFACING PROJECT FPID NO. 446636-1-54-01

Project is located in Franklin County, Florida and consists of approximately 0.90 miles of widening and resurfacing, striping, signs, and grassing along Timber Island Road in Franklin County.

Plans and specifications can be obtained by contacting Cortni Bankston, Administrative Assistant, at cortnib@franklincountyflorida.com or 850-653-9783 x-180. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

All bidders shall be FDOT qualified per Section 2-1 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition in the following work classes: Grading, Drainage, Flexible Paving, and Hot Plant Mix-Bituminous Course.

Completion date for this project will be 120 days from the date of the Notice to Proceed presented to the successful bidder. Liquidated damages for failure to complete the project on the specified date will be set at \$750.00 per day.

Please indicate on the envelope that this is a sealed bid, for “**TIMBER ISLAND ROAD RESURFACING PROJECT**”.

Bids will be received until 4:30 p.m. eastern time, on Monday, July 19, 2021, at the Franklin County Clerk’s Office, Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320-2317, and will be opened and read aloud on Tuesday, July 20, 2021, at the County Commission meeting at 34 Forbes Street, Apalachicola, FL.

The Board of County Commissioners reserves the right to waive informalities in any bid, to accept and/or reject any or all bids, and to accept the bid that in their judgement will be in the best interest of Franklin County. All bids shall remain firm for a period of sixty days after the opening.

All bidders shall comply with all applicable State and local laws concerning licensing registration and regulation of contractors doing business in the State of Florida.

All technical questions must be addressed in writing and emailed to Cortni Bankston at cortnib@franklincountyflorida.com no later than July 9, 2021.

Additional Terms and Conditions for Rural and State Grant

21-04-06

The terms of this document supplement the terms and conditions contained in in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on April 19, 2021 and ends on April 18, 2022.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to implement one-year E911 System Maintenance		
Performance Standard	Documentation	Financial Consequences
Complete all work to implement one-year E911 System Maintenance in accordance with the Grantee’s contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ul style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: <ul style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$34,366.21		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator
4030 Esplanade Way
Tallahassee, FL 32399

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its 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 Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.

7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity

by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the

project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State’s Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

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

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: 21-04-06	Grant Award Date: 4/15/2021
Catalog of State Financial Assistance number: 72.001	Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee 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 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate 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.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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, F.S., 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 Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):

The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399

- 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, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the 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 the Department.

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:
Federal/State Project:

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A:
Federal/State Awarding Agency: State of Florida, Department of Management Services
Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program
Amount: **\$5,945.00**
2. State Project B:
Federal/State Awarding Agency: State of Florida, Department of Management Services
Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program
Amount: **\$28,421.21**

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement 21-04-06 between the Grantee and the Department, entered in State Fiscal Year 2020-2021



Florida E911 Board
 4030 Esplanade Way
 Tallahassee, FL 32399-0950
 Tel: 850-922-7451
 Fax: 850-488-9837

April 19, 2021

Ms. Linda Phillips
 Franklin County
 33 Market Street, Suite 203
 Apalachicola, FL 32328

FEID #: 59-6000612

Subject: Spring 2021 Rural County - Reimbursement Grant Program

Dear Ms. Phillips:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Spring 2021 grant(s) to Franklin County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
21-04-06	72.001	\$34,366.21	\$34,366.21		
			\$5,945.00	E911 Map Maintenance	No Association
			\$28,421.21	E911 System Maintenance	No Association
Total Grant Awards:			\$34,366.21		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.

Spring 2021 Rural County - Reimbursement Grant Program
Page Two

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

F42DFD5AF5C945D...

Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Franklin County 911 Coordinator

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Franklin County Board of Commissioners

Subgrant Number: 2021-JAGC-FRAN-2-Y5-180

Project Title: FY2018 JAGC METH RESIDUAL

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

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

Franklin County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Franklin County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Franklin County Board of Commissioners

Subgrant Number: 2021-JAGC-FRAN-2-Y5-180

Project Title: FY2018 JAGC METH RESIDUAL

Pass-through Entity: Florida Department of Law Enforcement

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

Ref# S46528: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Franklin County BCC must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.

Ref# S46529: WITHHOLDING OF FUNDS: At the time of application approval, the Subrecipient had not submitted a current Subrecipient Management Questionnaire (SMQ). Prior to the drawdown of funds, the Subrecipient must provide a completed Subrecipient Management Questionnaire (SMQ).

Ref# S46530: The Franklin County Sheriffs Office procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-327. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S47365: WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for telecommunications and/or video surveillance services or equipment, the Subrecipient must submit a properly executed Telecommunications and Video Surveillance Services or Equipment Certification to the Office of Criminal Justice Grants.

Ref# S47366: WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the subrecipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

Ref# S47382: At the time of application approval, the Franklin County BCC had not submitted a current EEO Plan to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Franklin County Board of Commissioners

County: Franklin

Chief Official

Name: Noah Lockley

Title: Chairman

Address: 33 Market Street

City: Apalachicola

State: FL **Zip:** 32320-2317

Phone: 850-653-2275 **Ext:**

Fax: 850-670-4107

Email: noah@franklincountyflorida.com

Chief Financial Officer

Name: Michele Maxwell

Title: Clerk of Court

Address: 33 Market Street

Suite 203

City: Apalachicola

State: FL **Zip:** 32320-2310

Phone: 850-653-8861 **Ext:** 103

Fax:

Email: mmaxwell@franklinclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Franklin County Sheriff's Office
County: Franklin

Chief Official

Name: Anthony Smith
Title: Sheriff
Address: 270 State Road 65
City: Eastpoint
State: FL **Zip:** 32328-3616
Phone: 850-670-8500 **Ext:**
Fax:
Email: sheriff@franklinsheriff.com

Project Director

Name: Ginger Coulter
Title: Finance Director
Address: 270 Highway 65
City: Eastpoint
State: FL **Zip:** 32328
Phone: 850-670-1009 **Ext:**
Fax:
Email: g.coulter@franklinsheriff.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: Senate Bill 168

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Section 2: Project Overview

General Project Information

Project Title: FY2018 JAGC METH RESIDUAL
Subgrant Recipient: Franklin County Board of Commissioners
Implementing Agency: Franklin County Sheriff's Office
Project Start Date: 7/1/2021 **End Date:** 6/30/2022

Problem Identification

Nearly 500 registered Methamphetamine (Meth) labs can be found throughout Florida. Meth is one of the most powerful synthetic drugs available to users throughout the United States, Florida ranks among the top ten states where it is manufactured and distributed making it common place in its availability to users. This drug is extraordinarily addictive and affects young people with a ferocity that is nearly unmatched in any other drug. The labs that produce this substance are growing more prolific and imports are also on the rise. The production and use of this dangerous, illicit drug have grown into an epidemic in Florida. Meth seizures have more than tripled in number in recent years and since 2011 there has been a 165 percent increase in Meth deaths.

In addition to the crime and violence associated with Meth distribution and abuse, its production is adversely affecting the environment and endangering the lives of those who live at or near the production site. Children, law enforcement personnel, and local residents increasingly are exposed to the dangers posed by the explosive and toxic chemicals used to produce the drug.

Franklin County is no less affected by the threat of the manufacture and distribution of these illicit and dangerous drugs and how they impact the community. Access to surveillance equipment and funding for overtime will significantly enhance the capability of FCSO officers in the field during these crucial and dangerous engagements. These resources will provide officers with an advantage in conducting safer and more effective operations.

Currently the budget for the Franklin County Board of Commissioners does not have the resources to provide for surveillance equipment and the over-time needed to implement the Meth Initiative. Grant funding will provide the assistance necessary to purchase the equipment and pay over-time generated by these operations.

Project Summary (Scope of Work)

The Franklin County Sheriffs Office (FCSO) will use grant funds to address the production and distribution of Meth throughout the County.

Deliverable 1: Grant funds will be used for overtime costs associated with drug investigations and enforcement related to the meth initiative, this will include FICA and Retirement benefits for all positions assigned to these operations. More specifically, the funds for overtime will be used to ensure the availability of K-9 and patrol deputies to assist during these operations resulting in successful outcomes. Documentation to be provided upon request may include, but is not limited to: timesheets, payroll, and paystubs. Minimum performance is in accordance with the

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employment agreement, positions descriptions, and/or supervisor's command.

Deliverable 2: Grant funds will be used to purchase an infrared (IR) Low Light surveillance camera to assist in investigations, this item will be listed and identified in the budget narrative.

Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverable 3: Grant funds will be used to purchase ocular technology to assist in investigations.

Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverable 4: Grant funds will be used to purchase an Automated license plate readers (ALPR) to assist in meth initiative operations. With this technology, the FCSO will be able to identify stolen vehicles and vehicles associated with outstanding warrants. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverable 5: Grant funds will be used to purchase a Pedestal Camera System. This photographic system involves moving the camera upwards or downwards in relation to a subject. A pedestal shot can be used to frame a tall or high subject (such as a building) while keeping the framing at eye level view for the viewer. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point of Contact. By utilizing funds for this project, the subrecipient and implementing agency agree to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national systems, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS Security Policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under F.S. 943.06.

The timeline for this grant will consist of the ongoing implementation of overtime for daily activities listed to be performed throughout the current grant period during the Meth Initiative.

The equipment listed in the budget narrative will be purchased by the Project Director. Once received, training will be provided to ensure it is properly used, it will then be assigned to officers for deployment in the field. Target dates for the completion of major tasks and activities are as follows:

July 2021: conduct vendor selection and issue purchase order

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August 2021: receive items from vendor
September 2021: train and deploy items

All activities discussed in the scope of work or project deliverables are for the HCSO Meth Initiative.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient

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Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Franklin County, State of Florida

Question: What is the address of the location being used to provide services for this project?

Answer: 270 State Road 65
Eastpoint, FL 32328

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government - local law enforcement

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$5000

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 11736

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: Yes

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

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Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Hosting community meetings (1), attending community meetings (monthly), attending community events (monthly), conducting social media activities (weekly).

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Other review board with citizen representation, multiple volunteer programs, auxiliary police officer programs, Citizen's Academy, k-12 school programs, youth athletic programs, drug rehabilitation.

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Section 3: Performance

Other review board with citizen representation, multiple volunteer programs, auxiliary police officer programs, Citizen's Academy, k-12 school programs, youth athletic programs, drug rehabilitation.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: To utilize this grant on behalf of all agencies within the County to reduce the number of drug-related incidents and crimes.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No barriers.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Strategic surveillance and investigations will be key to our success. Additionally, activities will include working with our K-9 deputies and other law enforcement officers in the area.

State Purpose Area: 2P - Personnel

Objectives and Measures

Objective: Personnel Questions - Questions for all recipients using personnel.

Measure: Personnel 1

During the grant period, approximately how many overtime hours will be funded by JAG?

Goal: 500

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Section 3: Performance

Measure: Personnel 2

During the grant period, how many personnel will have their salary or pay funded, at least partially, with JAG funds?

Goal: 0

Measure: Personnel 3

How many new positions will be created with JAG funds during the grant period?

Goal: 0

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

State Purpose Area: R25 - Questions for recipients of an award \$25,000 or more.

Objectives and Measures

Objective: LE General - Law enforcement questions for recipients of an award \$25,000 or more.

Measure: LE01

How many sworn personnel with general arrest powers does your agency have on staff?

Goal: 30

Measure: LE02

Of the sworn personnel, how many are JAG funded?

Goal: 0

Measure: LE03

How many non-sworn employees does your agency have on staff?

Goal: 16

Measure: LE04

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Of the non-sworn personnel, how many are JAG funded?
Goal: 0

Measure: LE05
Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

Goal: No

Measure: LE06
Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

Goal: Unsure

Objective: LE Tracking - Tracking questions for Law Enforcement recipients of an award \$25,000 or more.

Measure: LE26
Approximately how many criminal groups will be disrupted under your program during the grant period? Disrupted means impeding the normal and effective operation of the group, as indicated by changes in leadership or methods of operation. If you will operate more than one program, answer for each separately.

Goal: 0

Measure: LE27
How many criminal groups will be dismantled under your program during the grant period? Dismantled means destroying the organization's leadership, financial base, or supply network so that the organization is incapable of operating. If you will operate more than one program, answer for each separately.

Goal: 0

Measure: LE28
Approximately how many firearms will your program or task force seize during the grant period? If you will operate more than one program, answer for each separately.

Goal: 2

Measure: LE29
Approximately how many firearms will your program or task force enter into the National Integrated Ballistic Information Network (NIBIN) during the reporting period? If you will operate more than one program during the

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Section 3: Performance

reporting period, answer separately for each.
Goal: 0

Measure: LE30
Approximately how many firearms will your program or task force trace through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

Goal: 0

Measure: LE31
Regardless of JAG funding, how many total asset forfeiture cases will your program or task force file during this grant period?

Goal: 0

Measure: LE32
Regardless of JAG funding, which of the following items will your program or task force seize during the grant period as part of a state or federal asset forfeiture case? Choose all that apply from the following list: Drugs, currency, firearms, other physical property, none of the above.

Goal: Drugs, currency

Measure: LE33
Are you aware that you will be required to complete the law enforcement questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000612

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$17,000.00	\$0.00	\$17,000.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$31,100.00	\$0.00	\$31,100.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$48,100.00	\$0.00	\$48,100.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

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Section 4: Financial (cont.)

Budget Narrative:

Salaries and Benefits:

Overtime pay: 500 hours @\$34/hour(average for all positions) to include FICA (7.65 %) and Retirement (25.89%) for the positions listed below.

Investigations Lieutenant

Deputy Sheriff: K-9 and Patrol.

Total: 17,000

Operating Capital Outlay:

The cameras and LPR listed below will not require any ground breaking, they will all be mounted on existing poles except for the Pedestal Camera. It can be installed at any desired location without breaking ground as a mobile unit.

1 Oculus NXTGEN Kit B-1 @ \$13,575
1 IR low light Camera @ \$1975
1 License Plate Reader @ \$8,000
1 Pedestal Camera System 1@ \$7,550

Total: 31,100

Project Total Request: \$48,100

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a kit, bundle, system etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

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Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Competitive/Quotes

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: NA

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: NA

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and

<http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf>

State of Florida Statutes

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1

(Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(v)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state,

or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services,

amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

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

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the

project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment -

The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act -

The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act -

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination

FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 -

The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) -

A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEO) -

A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972

If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations

The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act -

Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) -

Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 -

Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) -

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination -

In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint -

If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they

may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest

bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation

schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

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

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

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

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as

the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized

persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit

Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See

also [Chief Financial Officer Memorandum No. 02 \(2012-2013\)](#).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable

assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts
Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not

constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. 2018-MU-BX-0292 awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs

determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be

submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance -

Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at

<https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that

protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(Effective August 13, 2020) – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities

- The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment

of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to

**TASK ORDER NO. 8:
PLANNING, DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR
GENERAL AVIATION APRON REHABILITATION**

**Apalachicola Regional Airport
June 2021**

**Task Order No. 8
AVCON No. 2020.158.01**

AVCON, INC., a Florida Corporation (hereinafter “Consultant”) agrees to perform and complete the following services (hereinafter “Services”) for the **Franklin County Board of County Commissioners** (hereinafter “County”), in accordance with the terms and conditions of the Agreement for Professional Airport Consulting Services, dated October 6, 2015, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Apalachicola Regional Airport
Franklin County, Florida
- 2. Task Name:** Planning, Design, Bidding and Construction Phase Services for General Aviation Apron Rehabilitation Project
- 3. Scope of Services:** The purpose of this project is to perform planning, design, bidding and construction phase services to rehabilitate the East and West Aprons at the Apalachicola Regional Airport.

The Consultant shall perform the scope of services as identified in **Exhibit “A”** (9 pages) dated June 2021 and attached hereto. The apron area included in this scope of services is identified in **Exhibit “B”** attached hereto. The services shall include planning, design, bidding, construction administration and inspection services.

- 4. Compensation:** All work performed under this Task Order shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **Two Hundred Forty-Nine Thousand, Six Hundred and 00/100 dollars (\$249,600.00)** derived as follows:

Task 1: Development of Apron Utilization Study		\$ 30,470.00
Project coordination, meetings, data collection, County interviews	\$ 8,720.00 LS	
Apron use evaluation, base aircraft study, traffic flow management counts	\$14,200.00 LS	
Develop apron layout, develop report, coordinate study with FAA and FDOT	\$ 7,550.00 LS	
Task 2: Development of Rehabilitation Strategy:		\$ 49,050.00
Kick-off meeting, site review, review existing documents	\$ 2,230.00 LS	
Existing pavement distress field evaluation and inventory	\$33,750.00 LS	
Identify design aircraft, pavement design, identify rehabilitation strategies	\$10,180.00 LS	
Coordinate rehabilitation strategy with County, develop phasing strategy	\$ 2,890.00 LS	
Task 3: Development of Rehabilitation Design Documents		\$ 86,300.00
Prepare 60% design drawings and technical specifications	\$ 38,440.00 LS	
Prepare 95% design drawings and technical specifications	\$ 33,200.00 LS	
Prepare 95% bid documents	\$ 7,850.00 LS	
Prepare final design documents and design review meeting with County	\$ 3,620.00 LS	
Prepare final bid documents	\$ 3,190.00 LS	
Task 4: Bidding Phase Services		\$ 9,840.00
Attend pre-bid conference and prepare minutes	\$ 3,810.00 LS	
Respond to plan-holder questions and prepare addenda	\$ 3,170.00 LS	
Attend Bid Opening and Prepare Recommendation of Award	\$ 2,860.00 LS	

**Task Order No. 7
 Planning, Design, Bidding, and Construction Phase Services for GA Apron Rehabilitation
 June 2021**

Construction Phase Services:		\$ 49,740.00
Prepare construction docs, coordinate with county/contractor	\$11,560.00 LS	
Participate in pre-construction conference	\$1,980.00 LS	
Participate in site visits to observe work	\$15,840.00 LS	
Review contractor submittals, pay applications, and RFIs	\$8,560.00 LS	
Participate in substantial and final inspections, administer punch-list	\$4,960.00 LS	
Prepare close-out documents and record drawings	\$3,540.00 LS	
Coordinate construction inspection and material testing, and As-Built Survey	\$3,300.00 LS	
Sub-Consultant Services:		\$ 24,200.00
Construction Inspection (Dewberry)	\$19,200.00 LS	
Material Acceptance Testing (NOVA)	\$5,000.00 LS	
Total:		\$ 249,600.00

Accepted by:

**Franklin County Board of
 County Commissioners**

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted by:

AVCON, INC.

By: _____

Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Regional Manager

EXHIBIT "A"
SCOPE OF SERVICES - AVCON, INC.
Professional Planning, Design, and Construction Phase Services

General Aviation Apron Rehabilitation
Apalachicola Regional Airport
June 2021

SECTION A: PURPOSE

This scope of services describes professional aviation planning, design, and construction phase services to be performed by AVCON, INC. ("CONSULTANT") to facilitate the rehabilitation of the Portland Cement Concrete (PCC) general aviation apron at Apalachicola Regional Airport. This apron was constructed in the 1940s and is in need of rehabilitation. This apron is depicted in **Exhibit B** and measures approximately 3,900 ft by 260 ft with the individual concrete slabs generally measuring approximately 20 ft x 12.5 ft. The estimated construction budget for the complete apron rehabilitation is \$21.8 Million as estimated in the FDOT Airport Pavement Evaluation Report for the Apalachicola Regional Airport prepared in 2021.

The FDOT Pavement Evaluation Report for the airport identifies the Pavement Condition Index (PCI) of this apron to be 50 which places this pavement in the "poor" pavement condition category. Based on a preliminary review of the apron, it appears that a majority of the apron pavement may be rehabilitated by cleaning and sealing cracks, removing and replacing joint seals, addressing corner breaks, or removing and replacing failed sections. Several isolated concrete slabs may be completely removed and replaced based on the extent of the slab failure.

This project also includes development of an Apron Utilization Study for the Apalachicola Regional Airport in accordance with a request from the Federal Aviation Administration (FAA) prior to the potential funding of apron rehabilitation projects on the airport. This study will be performed using recommendations in the Airport Cooperative Research Program (ACRP) Report 113, *Guidebook on General Aviation Facility Planning*. This study will entail a comprehensive analysis of current apron facilities at the airport.

This scope of work details the planning, design, and construction phase services to be performed by CONSULTANT for this project which is funded by FDOT Public Transportation Grant Agreement G1794 and G1J91 with a total grant amount of \$1,379,711. It is anticipated that only a portion of the designed rehabilitation will be constructed as part of this current grant agreement and the remaining improvements will be implemented as part of future FDOT and/or FAA grants.

SECTION B: DESCRIPTION OF TASKS

Task 1 – Development of Apron Utilization Study (Lump Sum)

- 1. Coordinate Project Scope, Budget, Schedule, Design Considerations:** CONSULTANT shall coordinate with Franklin County to ensure that the project scope, budget, and schedule are consistent with County objectives, and in accordance with FDOT PTGA G1794 and G1J91. CONSULTANT shall coordinate additional design and phasing considerations with the County during the design phase.

SCOPE OF SERVICES - AVCON, INC.
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2. **Kick-Off Meeting, Airport Manager Interview, FBO, and Collection of Data:** The task includes a kick-off meeting with representatives of the County and CONSULTANT. The purpose of this meeting is to discuss the purpose and methodologies of the study. CONSULTANT will also be gathering information during this meeting such as:
 - Whether the airport's based aircraft are logged into the database www.basedaircraft.com
 - The number of itinerant aircraft visiting the airport annually
 - Percentage of based aircraft and itinerant aircraft routinely parking on the apron
 - Location and size of areas used to store based and itinerant aircraft
 - Events that occur on the airport annually, monthly, weekly that might draw additional aircraft
3. **Evaluation of Existing Apron Layouts:** Based on discussions with the airport management and the FBO during the kick-off meeting, an illustration will be produced that will show how the apron is currently being utilized. This will specifically illustrate where based aircraft and itinerant aircraft are currently stored on the apron. If there is currently an aircraft parking area for larger than what is typically normal at the airport, this will also be illustrated. If there are notable events that routinely occur on the airport for which apron space is necessary, this too will be noted and illustrated.
4. **Based Aircraft Study:** In the event that the airport does not currently have an account with www.basedaircraft.com or it has not been maintained, CONSULTANT proposes to collect the based aircraft information at the airport for Airport Management. It is proposed that this collection of data be collected while CONSULTANT is on the field for the kick-off meeting. It is recognized that this may not be accomplished when CONSULTANT is on site and that additional telephoning and emailing will likely be necessary.

CONSULTANT will also submit the information to www.basedaircraft.com on behalf of the County. It is further recognized that aircraft submitted to the database on behalf of the County may already have been submitted by another airport. This information will be documented and CONSULTANT will work with the database and the County to resolve to which airport the disputed aircraft will be assigned. While CONSULTANT will endeavor to resolve all based aircraft on the airport, there may be aircraft owners that resist being included. Three attempts will be made via email, letter, and/or telephone. These will be documented and included in the report where if these attempts to reach each aircraft owner is not successful.

5. **Traffic Flow Management System Counts:** The FAA Traffic Flow Management System Count data will be queried for at least the full year prior to the Notice to Proceed for this study to determine the aircraft mix at the airport. The TFMSC is a data base kept by the FAA for those Instrument Flight Rules (IFR) operations where a flight plan was filed for the operation and the airport was part of that operation either as an origin or as a destination, or where the operation was caught on radar. The TFMSC does not capture Visual Flight Rule (VFR) flights. Not all operations have flight plans, in fact, most of the operations at the airport are not captured by TFMSC. However, a significant number do, especially the larger or corporate aircraft. The TFMSC does provide a range of aircraft types that are documented to use the airport.

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- 6. Analysis of Data and Development of the Number of Aircraft Parking Spaces:** The data collected from the based aircraft study and the TFMSC will be used in conjunction with the ACRP Report 113, *Guidebook on General Aviation Facility Planning*, to determine the number of itinerant and based aircraft parking spaces currently required on the airport and for the next five years, based on the recently approved Forecast of Aviation Activity developed as part of the ongoing Apalachicola Regional Airport Master Plan.
- 7. Proposed New Apron Layout:** Based on the existing aprons at the airport and the required number of aircraft storage spaces required on the apron as developed in Task 5, a proposed new apron layout plan will be developed to meet these requirements. This plan will not only address the number of aircraft parking areas for both based and itinerant aircraft, it will also address access to those areas as well as to the aprons from the taxiway system in general.
- 8. Documentation and Development of the Report:** This task will construct the previously developed analyses into a document that will report the findings of the study and present a proposed means of moving forward with the apron utilization at the airport. The report will include exhibits, tables, and an Executive Summary.
- 9. Coordination of Apron Utilization Study with FAA and FDOT:** Upon completion of the Study, CONSULTANT will coordinate the Study with the FAA and FDOT to establish current and future funding eligibility.

Task 2 – Development of Rehabilitation Strategy (Lump Sum)

- 10. Kick-Off Meeting and Site Review:** CONSULTANT shall participate in a kick-off meeting with the County to review the project approach, tenant coordination requirements, agency coordination requirements, and details of the project.
- 11. Review Existing Documents & Drawings:** CONSULTANT shall review existing airport records, available geotechnical data, existing drawings, and the FDOT Statewide Airfield Pavement Management Program report prepared for the County in June 2021 to gather preliminary data before initiating a site visit.
- 12. Existing Pavement Distress Site Visit and Inventory:** CONSULTANT shall visit the site to review the condition of the existing concrete apron. CONSULTANT shall document the condition of each of the approximately 4,100 concrete slabs (approx. 20 ft x 12.5 ft each) and identify the types of failures in each slab. It is assumed this evaluation will be performed by two (2) project engineers and each concrete slab will require 2 minutes to evaluate and document the distresses. CONSULTANT shall prepare a report summarizing the results of the site review.
- 13. Identify Design Aircraft and Dimensional/Grading Standards:** CONSULTANT shall review the approved forecasts for the Apalachicola Regional Airport and coordinate with the Owner to identify the design aircraft and projected operations as a basis for pavement design and corresponding dimensional and grading standards.

SCOPE OF SERVICES - AVCON, INC.
General Aviation Apron Rehabilitation
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- 14. Determine Design Pavement Section:** CONSULTANT shall perform a pavement design evaluation in accordance with FAA and FDOT standards based on the design aircraft and fleet mix identified in Task 13.
- 15. Identify Rehabilitation Strategy:** CONSULTANT shall develop a recommended pavement rehabilitation strategy for each of the 4,100 concrete slabs based on the results of the pavement evaluation and FAA and FDOT pavement rehabilitation recommendations contained in FAA AC 150/5380-6C *Guidelines and Procedures for Maintenance of Airport Pavements*. These rehabilitation strategies could include joint seal repair, crack seal, rotary-random saw and seal, slab replacement, full-depth patch, remove and replace patch, and/or slab stabilization/slab jack.
- 16. Coordinate Rehabilitation Strategy with the County:** CONSULTANT shall review the rehabilitation strategy prepared in Task 15 with the County and respond to any questions or recommendations provided by the County.
- 17. Pavement Rehabilitation Phasing Strategy:** CONSULTANT shall develop a long-term construction phasing plan to complete the rehabilitation of the apron within the project limits due to grant funding limitations. It is understood that a portion of this apron will be rehabilitated with FDOT PTGA G1794 and G1J91, and the remaining rehabilitation will be funded by future FDOT and FAA grants.

Task 3 – Development of Rehabilitation Design Documents (Lump Sum)

- 18. Prepare 60% Design Drawings:** CONSULTANT shall prepare 60% design drawings in accordance with FAA and FDOT dimensional and grading standards. Drawings shall be developed in AutoCAD format. Anticipated drawings include:
- Cover Sheet
 - Index of Drawings & Summary of Quantities
 - Construction Safety and Phasing Plan
 - Safety and Security Notes
 - Project Layout and Survey Control
 - Bid Alternate Plan
 - Existing Conditions
 - Concrete Slab Key Map
 - Slab Numbering Plan
 - Rehabilitation Methods
 - Grading Plan
 - Marking Plan
 - Typical Sections
 - Concrete Pavement Rehabilitation Details
 - Marking Details
 - Miscellaneous Details

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- 19. Prepare 60% Technical Specifications:** CONSULTANT shall prepare 60% technical specifications governing the improvements contained in the 60% design drawings. These technical specifications shall be in accordance with FAA and FDOT standards.
- 20. Prepare 60% Opinion of Probable Construction Cost:** CONSULTANT shall prepare an opinion of probable construction cost based on the 60% design drawings.
- 21. Conduct 60% Design Review Meeting with County:** CONSULTANT shall conduct a design review meeting with County staff to discuss the features of the 60% design documents. Review comments received from the County shall be documented.
- 22. Prepare 95% Design Drawings:** CONSULTANT shall prepare 95% design drawings in accordance with FAA and FDOT dimensional and grading standards. Drawings shall be developed in AutoCAD format. Anticipated drawings include:

- Cover Sheet
- Index of Drawings & Summary of Quantities
- Construction Safety and Phasing Plan
- Safety and Security Notes
- Project Layout and Survey Control
- Bid Alternate Plan
- Existing Conditions
- Concrete Slab Key Map
- Slab Numbering Plan
- Rehabilitation Methods
- Grading Plan
- Marking Plan
- Typical Sections
- Concrete Pavement Rehabilitation Details
- Marking Details
- Miscellaneous Details

The standard of care applicable to the design services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services in the same locality at the time said services are performed.

- 23. Prepare 95% Technical Specifications:** CONSULTANT shall prepare 95% technical specifications governing the improvements contained in the 95% design drawings. These technical specifications shall be in accordance with FAA and FDOT standards.
- 24. Identify Pay Items and Prepare Bid Forms/Schedule:** CONSULTANT shall identify proposed project pay items and shall prepare bid forms and bid schedules for the work. Based on the nature of the work, the bid forms shall represent a unit price contract.

SCOPE OF SERVICES - AVCON, INC.
General Aviation Apron Rehabilitation
June 2021

- 25. Prepare Front-End Documents:** CONSULTANT shall prepare front-end bidding documents including appropriate certifications, submittals, and general conditions necessary to comply with FDOT criteria. Front-end documents shall include the draft contract and certifications consistent with FDOT standards for applicable design elements.
- 26. Prepare 95% Opinion of Probable Construction Cost:** CONSULTANT shall prepare an opinion of probable construction cost based on the 95% design drawings. Task shall include updating the opinion following preparation of the final bidding documents.
- 27. Perform QA/QC Review of 95% Design Documents and Update:** CONSULTANT shall perform and document an internal review of the technical elements and bidding format of the 95% design documents. The design documents shall be updated in accordance with the review results prior to submittal to the County.
- 28. Conduct 95% Design Review Meeting with County:** CONSULTANT shall conduct a design review meeting with County staff to discuss the features of the 95% design documents. Review comments received from the County shall be documented.
- 29. Prepare Engineer's Report:** CONSULTANT shall prepare an Engineer's Report in accordance with FDOT guidelines. The report shall summarize the features of the project with justification for key design decisions and deviations to standards, if applicable.
- 30. Prepare and Submit Final Design Documents to County:** CONSULTANT shall prepare and submit four (4) sets of the updated 95% design documents to the County for review and coordination with FDOT as a condition of receiving approval for advertising the project.
- 31. Conduct Project Review Meeting with County:** CONSULTANT shall conduct a project review meeting with County staff to discuss the front-end documents, bid forms and schedules, technical specifications, engineer's report, and opinion of probable construction cost. Review comments received from the County shall be documented.
- 32. Prepare Bid Documents:** Following incorporation of review comments as part of the 95% design phase, CONSULTANT shall prepare a complete set of bidding documents and submit three (3) sets to the County for review and preparation for the bid phase.

Task 4 - Bidding Phase Services (Lump Sum)

- 33. Attend Pre-Bid Conference:** CONSULTANT shall conduct a Pre-Bid Conference in Franklin County to discuss specific project issues, specific construction features, operational phasing, special airfield construction limitations, and other applicable requirements.
- 34. Prepare & Distribute Minutes of Pre-Bid Conference:** CONSULTANT shall prepare and distribute minutes of Pre-Bid Conference to conference attendees and funding agencies.

SCOPE OF SERVICES - AVCON, INC.
General Aviation Apron Rehabilitation
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- 35. Respond to Questions:** CONSULTANT shall prepare formal responses to questions submitted by potential contractors prior to awarding the contract.
- 36. Prepare and Distribute Addenda:** CONSULTANT shall prepare and coordinate addenda to bid documents as required to address any revisions resulting from questions.
- 37. Attend Bid Opening:** CONSULTANT shall attend the bid opening at a regularly scheduled Board of County Commissioners meeting and open the bid publicly. AVCON shall record the preliminary bid amounts and collect copies of the bids for further evaluation and recommendation.
- 38. Prepare Recommendation of Award and Bid Tabulation:** CONSULTANT shall prepare a recommendation of award to the County based on bids received by prospective contractors. The recommendation shall include a tabulation of bids received.

Task 5: Construction Administration and Inspection Services (Lump Sum)

- 39. Prepare Conformed Construction Documents:** Following the project construction award, CONSULTANT shall incorporate addenda items as applicable and shall prepare and submit two (2) sets of the "Release for Construction" documents, including plans, specifications, and front-end documents, for County records. In addition, Consultant shall prepare and submit one (1) additional set of "Release for Construction" documents for FDOT review prior to issuing the Notice-To-Proceed for construction work.
- 40. Coordinate with County and Contractor During Construction:** CONSULTANT shall provide routine updates and coordination with the County and Contractor throughout construction.
- 41. Participate in Pre-Construction Conference; Prepare Minutes:** CONSULTANT shall coordinate and participate in a Pre-Construction Conference to present and discuss specific project issues, specific construction features, operational phasing, special airfield construction limitations, and other applicable requirements. The work shall include responding to questions related to AVCON design features and distributing meeting minutes from the meeting.
- 42. Participate in Eight (8) On-Site Visits to Review Work:** CONSULTANT shall participate in up to eight (8) site visits during construction to observe progress of work. Visits shall be intended to enable observations of the progress to ensure that construction is generally consistent with the design objectives and with applicable safety and security requirements.
- 43. Review Contractor Shop Drawings:** CONSULTANT shall review shop drawings as submitted by the Contractor and shall evaluate compliance with respect to contract requirements. An owner-specified review period (approximately two weeks) shall be specified in the project documents for shop drawing review and response from receipt of the respective shop drawing.
- 44. Review Contractor Pay Applications:** CONSULTANT shall review pay requests as submitted by the Contractor on a monthly basis to review and evaluate the requested values versus the actual work completed and accepted for the payment period. The task shall include review of the work

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completed in conjunction with the Construction Inspector and certification by the Inspector and the Professional Engineer that the pay application reflects the work performed and stored materials accepted.

- 45. Coordinate JPA Grant Eligibility and Reimbursement:** CONSULTANT shall prepare a summary of funding eligibility and recommended reimbursement based on copies of grants provided by County. Task shall include a summary of anticipated funding prior to construction and updates on a monthly basis. A summary of eligibility and recommended reimbursement totals shall be provided at project close-out.
- 46. Coordinate RFIs with Contractor:** CONSULTANT shall respond to Contractor Requests for Information (RFIs) as required to provide clear interpretation of the contract requirements. The work shall include preparation of Work Directives or other instruction during the construction phase as appropriate to ensure proper completion in accordance with the contract documents.
- 47. Participate in Substantial Completion Inspection:** CONSULTANT shall attend a punch-list walk-through of the construction upon completion to verify completeness of work. The work shall include an evaluation to determine whether the work items satisfy substantial completion requirements. The task shall include a review of project close-out requirements for the Contractor.
- 48. Administer Punch-List:** CONSULTANT shall prepare and monitor a project punch-list to verify final completion in accordance with contract documents as part of this task. The task shall include a review of the list with the Contractor to clarify remaining contract requirements.
- 49. Participate in Final Completion Walk-Thru:** CONSULTANT shall attend a final inspection walk-through of the construction upon completion of the identified punch-list items in order to verify completeness of work and to determine acceptance of the constructed work. The work shall include an evaluation to determine whether the work items satisfy substantial completion requirements and certification of the completion.
- 50. Prepare and Provide Record Drawings/Close-Out Documents:** Prepare and provide one (1) set of record drawings and one (1) set of electronic files (in ACAD format) reflecting the installation of features as constructed on site. CONSULTANT shall assist Franklin County with the preparation of the close-out documentation and shall prepare a close-out package documenting the project. The close out documentation shall include field visit summaries, testing results, approval and clearance letters, and general project information to address FDOT close-out requirements.
- 51. Coordinate and Perform Inspection Services:** CONSULTANT shall provide limited on-site construction inspection services to monitor and report on the progress of the construction work and to evaluate contractor compliance with the contract documents. It is anticipated that the inspection shall not exceed 16 work weeks at 12 hrs per week for up a maximum of 192 inspection hours. Inspection services shall include preparation of weekly project status reports with inspection logs and other pertinent documentation.

SCOPE OF SERVICES - AVCON, INC.
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52. Coordinate and Perform Material Acceptance Testing: CONSULTANT shall coordinate with a licensed geotechnical subconsultant to perform material acceptance testing necessary to confirm compliance with contract specifications. Material acceptance testing shall include, but not be limited to, subgrade densities prior to pipe placement and new subgrade and base densities below new pavements.

SECTION C: ASSUMPTIONS AND EXCLUSIONS

1. Apron rehabilitation work will be bid with additive alternates to ensure the maximum use of FDOT and FAA funds.
2. It is assumed the PCC pavement can be rehabilitated by specifying crack sealing, corner replacement, joint seal replacement, etc., and will not require complete reconstruction.

SECTION D: OUT-OF-POCKET EXPENSES

All job-related travel, job-related reprographic costs and supplies, interim review document printing, fax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of design documents shall be included in the lump sum budgets for which the work is a part.

SECTION E: ADDITIONAL SERVICES

Additional services may be added to this contract during the course of work based upon agreed fees at the labor rates identified in the contract. No work shall be undertaken in accordance with any additional service tasks without the written authorization of Franklin County.

END OF SCOPE

Exhibit "B"

Legend
✈ Apalachicola Regional Airport

**PROJECT LIMITS
(APPROX.
113,000 SY)**



*The Law Offices of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320*

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com

Mailing Address:
34-4th Street
Apalachicola, FL 32320

July 16, 2021

To: Franklin County Board of County Commissioners
From: Thomas M. Shuler, County Attorney
Re: July 20, 2021 Meeting

Actions Items

1. Jingoli lay down lease at Airport:

The final lease is attached and speaks for itself. However, in sum it:

- a. Has a five-year term. Early termination upon payment of a fee is allowed.
- b. Monthly rent is \$15,000.00, plus taxes.
- c. First two months are "rent free," but during that time the tenant will clear the 9 acre site and improve and harden the surface for use by their vehicles. Tenant will install chain link fence around perimeter of the 9 acre site. All these improvements belong to Franklin County.
- d. The lease area is outside the RPZ, per the airport's engineer.

I incorrectly believed that, as usual, the board approved the lease subject to my review. In this case, the minutes reflect that I was to bring the lease back to you. The Chairman signed the lease because my incorrect belief.

Board Action Requested: Motion to approve the lease and ratify the Chairman's signature.

2. No Wake zone at the Government Cut:

There is no existing ordinance regulating boat wakes at the Government Cut which separates Big St. George Island from Little St. George Island.

Board Action Requested: Motion to authorize a public hearing to consider an ordinance establishing a no wake zone at the Government Cut which separates Big St. George Island from Little St. George Island.

Informational Items

3. Public Park Signage

I spoke with Mr. Davis, your Parks and Recreation Director regarding the placement and content of signage at our public parks. There is no existing ordinance that I could locate, but since the issue was not an enforcement issue, but rather was to determine the content of the signage and make sure the signs are up at all parks, including no alcoholic beverages, I do not recommend

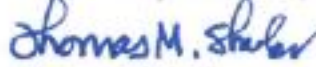
taking further action at this time. Mr. Davis confirmed that the signs are up at all parks and that they state that no alcoholic beverages are allowed. Mr. Davis also was going to check to make sure that the sign at D.W. Wilson Park was reinstalled, if needed.

4. Dead Trees Along Hwy. 98 Immediately East of Eastpoint Along Shoreline

The Road Department has provided myself and Mr. Moron with the photographs they took showing the dead trees located along the shoreline East of Eastpoint between 4th and 5th Streets.

Mr. Moron and I will report back once a response is obtained from the FOT subcontractor.

Respectfully Submitted,



Thomas M. Shuler

AGREEMENT

Between

Franklin County Airport site
("Landlord")

and

Jingoli Power, LLC
("Tenant")

Lease Summary

- A. Date of Execution of Lease: June 2021
- B. Landlord: Franklin County Airport
- C. Address of Landlord: 34 Forbes Street, Apalachicola, FL 32320
- D. Tenant: Jingoli Power, LLC
- E. Address of Tenant: 100 Lenox Drive, Lawrenceville, NJ 0864
- F. Leased Premises: Bluff Road Apalachicola, FL attached exhibit A aerial/site plan. Fenced area and buffer area to be field determined by the parties as the aerial/site plan is not a survey. Leased area to be adjusted, if necessary, to exclude RPZ.
- Entire boundary of Premises to be fenced with 7' tall chain link fence meeting Duke Energy fencing standards with 1' barbed wire top and screening in areas agreed upon by the Parties. Fence to remain on site at no cost to Landlord upon termination of Lease.
- Tenant's sole access along Bluff Road shall be on the West boundary of Bluff Road across the street and approximately 30' south of the intersection of Bluff Road and Highland Park Road; being the most northerly part of the Premises accessible along the straight away of Bluff Road after the curve.
- G. Permitted Use: Storage and laydown yard
- H. Lease Term: Sixty (60) months of lease payments subject to early termination rights outlined in Exhibit B.
- I. Lease Commencement Date: July 1st, 2021
- J. Rent Commencement: Sixty (60) days from the date the Tenant completes the Tenants work, or October 1st, 2021 whichever occurs first.
- K. Expiration Date: July 1st, 2026
- L. Gross Rent: \$15,000 per month modified gross fixed rent for the lease term of 60 months plus sales tax Net of electric, all other services and utilities.
- M. Intentionally deleted
- N. Intentionally deleted.
- O. Intentionally deleted

The following exhibits are attached to and made a part the Lease:

- Exhibit A - Description of Leased Premises
- Exhibit B - Additional Terms
- Exhibit C - Rules and Regulations

THE PROVISIONS OF THIS LEASE SUMMARY ARE INCORPORATED BY THIS REFERENCE TO THE LEASE.

LEASE AGREEMENT

Franklin County a Florida Corporation ("Landlord") hereby leases the Leased Premises to **Jingoli Power, LLC a New Jersey limited liability company** ("Tenant") for the duration of the Lease Term, the same as may be extended. The leasing of the Leased Premises to Tenant will be upon the terms and conditions set forth in this Lease.

§1. **Gross Rent:** \$15,000 per month fixed rental rate plus sales tax

§2. **Operating Expense Payment.** Included in the Gross Rent.

§3. **Manner and Timing of Rent Payments.** The first monthly installment of Gross Rent Payments will be paid by Tenant on August 1, 2021. Thereafter, monthly installments of Gross Rent Payments will be due and payable in advance on or before the first day of each calendar month during the Lease Term. Each such installment will be paid to Landlord at its address set forth in the Lease Summary (or such other address as Landlord may designate from time to time). If the Lease Term commences on a day other than the first day of the month or terminates on a day other than the last day of the month, then the installments of Gross Rent Payments for such month(s) will be adjusted accordingly. All installments of Gross Rent Payments will be paid by Tenant without prior notice or demand. Tenant hereby agrees to pay as additional rent any sales, use or other tax (other than income taxes) now or hereafter imposed by any government authority upon the rent and other sums payable by Tenant hereunder.

§4. **Utilities.** Tenant will pay all costs associated with the provision of all utility services to the Lease Premises, including, without limitation, telephone, gas, water and sewer and electricity. To the extent possible, all utility services will be separately metered to the Leased Premises and placed in Tenant's name. If it is not possible to place a utility service on a separate meter in Tenant's name, then all costs associated with such utility service will be billed directly by Landlord to Tenant and will be paid by Tenant within fifteen (15) days after its receipt of such billing. Landlord will not be liable to Tenant, nor will Tenant be relieved of any obligation hereunder if any utility service to the Leased Premises is interrupted for any reason beyond Landlord's control. Landlord shall have no responsibility to provide or pay for any utilities.

§5. **Maintenance and Repair.** Tenant shall at Tenants sole cost and expense maintain the Leased Premises, which are depicted upon the survey provided by the Landlord to the Tenant. Landlord shall have no responsibility for maintenance or repairs of the leased premises.

§6. **Use of Premises.** Tenant will use the Leased Premises solely for the Permitted Use. Heavy equipment, service trucks, laydown yard for telephone poles, transformer and other related products related to the Tenants work. Tenant will not cause or permit any waste or damage to the Leased Premises and will not occupy or use the Leased Premises in a manner which is unlawful, hazardous, unsanitary, noxious or offensive. If the nature of Tenant's use or occupancy of the Leased Premises causes any increase in Landlord's insurance premiums over and above those chargeable for the least hazardous type of occupancy legally permitted in the Leased Premises, then Tenant shall pay the resulting increase within ten days after its receipt of a statement and supporting documentation from Landlord setting forth the amount thereof.

§7. **Governmental Requirements.** Tenant will at its sole expense obtain all permits and comply with all laws and other governmental requirements of the federal, state or local

government which are now or hereafter in force pertaining to the Leased Premises and Tenant's occupancy and use thereof.

§8. Signs. Tenant will not place any sign or other advertising material on the exterior or interior of the Leased Premises or the Buildings, without the prior written consent of Landlord which consent shall not be unreasonably withheld.

§9. Leasehold Improvements. Tenant shall fence and gate the perimeter of the leased premises. The location of the fence and 50' wide vegetated buffer shall be field established by the parties along the general lines of the site plan/aerial as it is not a survey. Tenant's sole access along Bluff Road shall be on the West boundary of Bluff Road across the street and approximately 30' south of the intersection of Bluff Road and Highland Park Road; being the most northerly part of the Premises accessible along the straight away of Bluff Road after the curve. Fence enclose entire Premises behind buffer and shall be 7' tall chain link meeting with a 1' tall barbed wire top. Fence to remain on site at no cost to Landlord after termination of the Lease. Ownership of all other improvements on the Premises shall become the property of the Landlord, at its election and free of charge, upon termination of the Lease. Access to the Premises shall be through a single 40' wide gate as described in Exhibit "A."

§10. Alterations. Tenant will not at any time prior to or during the Lease Term make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld. If Landlord consents to any proposed alteration, addition or improvement, the same shall be made by Landlord at Tenant's sole expense. If required by Landlord, any such alterations, additions or improvements will be removed by Tenant upon the expiration of the Lease Term. Tenant will repair any damage to the Leased Premises caused by such removal.

§11. Mechanics Liens. Tenant will indemnify and hold Landlord harmless from any liability or expense associated with its construction of any alteration, additional or improvement to the Leased Premises. Tenant will immediately discharge or bond over any mechanics lien filed against the Leased Premises in connection with any work performed by or at the request of Tenant.

§12. Assignment and Subletting. Except for an assignment to Duke Energy, or its successors or affiliates, as set forth in Exhibit B, Tenant will not assign this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Landlord. Unless otherwise agreed to by Landlord, Landlord's consent to any such assignment or sublease will not relieve Tenant from its obligations under this Lease.

§13. Subordination. Tenant's rights and interest under this Lease will be subordinate to all mortgages and other encumbrances now or hereafter affecting any portion of the Land. In the event of the foreclosure of any mortgage or other encumbrance, Tenant will, upon request of any person succeeding to the interest of Landlord, attorn to and automatically become the tenant of such successor in interest without change in the terms or conditions of this Lease; provided, however, that such successor in interest shall not be liable for any act or omission of any prior landlord or subject to any offsets or defenses which Tenant may have against any such prior landlord. This paragraph will be self-operative and no further instrument will be required to effect the subordination provided for herein. Within ten days after its receipt of Landlord's request therefore, Tenant will execute and deliver to Landlord a certificate confirming such subordination and attornment and setting forth the current status and facts related to this Lease and Tenant's occupancy of the Leased Premises.

§14. **Time of the Essence.** It is mutually understood and agreed that time of the payment of rental hereunder, and of the observance and performance of the covenants on the part of the Tenant herein contained, are of the essence of this Lease.

§15. **Limitation of Landlord's Personal Liability.** Tenant will look solely to Landlord's interest in the Leased Premises for the recovery of any judgment against Landlord; it being the express intent of the parties hereto that neither Landlord, nor any of its partners will ever be personally liable for any such judgment.

§16. **Indemnification and Insurance.** Landlord will not be liable for and Tenant will indemnify and hold Landlord harmless from any liability or expense associated with any damage or injury to any person or property (including any person or property or Tenant or anyone claiming under Tenant) which arises directly or indirectly out of or in connection with Tenant's use or occupancy of the Leased Premises, including environmental contamination from Hazardous Substances; provided, however, that Tenant will not be obligated to indemnify Landlord as to any liability or expense occasioned by the gross or sole negligence of Landlord or any pre-existing condition at the Leased Premises, including pre-existing environmental contamination from Hazardous Substances. This clause shall survive lease termination.

All property stored or placed by Tenant in or about the Leased Premises will be so stored or placed at the sole risk of Tenant. Tenant will at its sole expense maintain in full force and effect at all times during the Lease Term: (a) commercial general liability insurance coverage for bodily injury and property damage with liability limits of not less than \$1,000,000 for injury to one person, \$2,000,000 for injury from one occurrence and \$1,000,000 for property damage; and (b) excess or umbrella coverage on all property stored or placed by Tenant in or about the Leased Premises in an amount equal to the full replacement value thereof. Each insurance policy required to be maintained by Tenant hereunder will name Landlord as an additional insured and will specifically provide that such insurance policy cannot be terminated without giving at least thirty (30) days prior written notice to Landlord.

§17. **Hazardous Substances.** Tenant will not use, store or dispose of any Hazardous Substance (as that term is defined or used in the Comprehensive Environmental Response, Compensation and Liability Act or any other federal, state or local environmental law or requirement) on or about the Leased Premises, except for immaterial amounts that are exempt from or do not give rise to any violation or applicable law. Tenant agrees to indemnify and hold Landlord harmless from any liability or expense incurred by or claimed against Landlord as a result of Tenant's breach of the covenant contained in this paragraph. Tenant's obligations under this §17 will survive the termination of this Lease.

Prior to its use of the Premises, the Tenant shall purchase and provide to Landlord a copy of a Phase I Environmental assessment of the Premises. If the first Phase I confirms the presence of unlawful Hazardous Substances on the Premises, then the parties will attempt to mutually resolve mitigation thereof or, failing resolution, will seek to relocate the Premises to another location or the Tenant can accept the Premises in its contaminated condition at its own risk and shall indemnify and hold Landlord harmless from all consequences resulting from that acceptance. At the conclusion, or termination, of the Lease, the Tenant shall purchase and provide to the Landlord a copy of a second Phase I Environment assessment of the Premises.

§18. **Surrender of Premises.** Upon the termination of Tenant's right of possession under this Lease, Tenant will immediately surrender possession of the Leased Premises to Landlord in good condition, reasonable wear and tear excepted. Tenant will at the same time

remove all of its trade fixtures from the Leased Premises, as well as any alterations, additions or improvements designated by Landlord. Tenant will promptly repair any damage caused to the Leased Premises by the removal of any of such property.

§19. **Examination and Exhibiting Premises.** Landlord or its duly authorized agent shall have the right to enter the Leased Premises at all reasonable times to examine the condition of the Leased Premises. Within six (6) months prior to the date of the expiration of the lease, Landlord or its authorized agent shall have the right to enter the Leased Premises at all reasonable times for the purpose of exhibiting the same to prospective tenants.

§20. Intentionally Deleted

§21. Intentionally Deleted

§22. Intentionally Deleted

§23. **Holding Over.** Tenant will not hold over in its occupancy of the Leased Premises after the expiration of the Lease Term without the prior written consent of Landlord. If Tenant holds over without the prior written consent of Landlord, then Tenant will pay 200% of the Base Rent then in effect for each month during the entire holdover term. Any holding over with the consent of Landlord will constitute this Lease as a lease from month-to-month.

§24. **Default and Termination.** If Tenant fails to pay any installment of Gross Rent Payment or any other sum payable by it hereunder within 15 days of the date when due, or Tenant defaults in the performance of any of its other obligations under this Lease and such default continues for 30 days after written notice thereof is given to Tenant, then, in addition to any other legal rights and remedies available to Landlord at law or in equity, Landlord may terminate this Lease and reenter and attempt to relet the Leased Premises without terminating this Lease, in which event Tenant will remain obligated to pay to Landlord any deficiency between all sums payable by Tenant pursuant to this Lease and any sums collected by Landlord from any reletting of the Leased Premises (net of any sums paid by Landlord in connection with such reletting, including, without limitation, leasing commissions, attorneys' fees and costs of improvements to the Leased Premises). Landlord may collect any amounts payable to it pursuant to this paragraph by any lawful means.

§25. **Prevailing Party's Fees.** Each party shall pay its own attorney fees in the event of any dispute between the parties arising from, or related to, this Lease.

§26. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the successors and permitted assigns of Tenant.

§27. **No Waiver.** No waiver of any covenant or condition of this Lease by either party will be deemed to constitute a future waiver of the same or any other covenant or condition of this Lease. In order to be effective, any such waiver must be in writing and must be delivered to the other party to this Lease.

§28. **Tenants First Right of Refusal.** N/A

§29. Intentionally deleted.

§30. **Reasonableness of Consent.** Landlord will not unreasonably withhold or delay any consent or approval which is required to be given by it pursuant to the terms of this Lease.

§31. **Amendment.** This Lease may not be amended except by a written instrument signed by both Landlord and Tenant.

§32. **Governing Law and Exclusive Venue.** This Lease will be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation between the parties arising from, or related to, this Lease shall be in Franklin County, Florida, and not in any other location.

§33. **Notices.** All notices required or permitting under this Lease must be in writing and must be delivered to Landlord and Tenant at their addresses set forth in the Lease Summary (or such other address as may hereafter be designated by such party). Any such notice must be personally delivered or sent by either registered or certified mail or overnight courier.

§34. Intentionally Deleted

§35. **Parking.** As per approved site plan

§36. **Special Terms.** See Exhibit "B"

§37. **Confidentiality.** Tenant agrees to keep all financial terms of this lease strictly confidential.

(Signature and Acknowledgements Appear on Next Page)

SIGNATURES AND ACKNOWLEDGEMENTS

Landlord and Tenant have executed this Lease as of the date specified in the Lease Summary.

Signed and acknowledged in
Presence of:

LANDLORD:
Franklin County

Witness

By _____
Signature

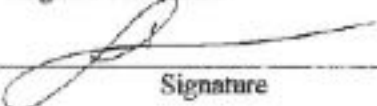
Witness

Print Name/Title

TENANT:
Jingoli Power, LLC



Witness: William R House Project Manager



Signature



Witness: Jeff Scott/Program Manager

Steven Pollack Vice President of Construction Operations
Print Name/Title

EXHIBIT A
Description of Leased Premises

This plan is diagrammatic only and is provided solely for the purpose of indicating the shape and location of the Premises. Tenant accepts Premises in "as is" condition, subject to the terms and conditions of this Lease Agreement. Taking possession shall constitute Tenant's acceptance of Premises as required hereunder. All other improvements to Premises are at Tenant's expense.

The actual boundaries of the fenced in area shall be field adjusted by the parties as the aerial is not a survey. The actual space fenced and gated by the Tenant will be more, or less, as shown on the aerial and diagram. Leased area to be adjusted, if necessary, to exclude RPZ.

Tenant's sole access along Bluff Road shall be on the West boundary of Bluff Road across the street and approximately 30' south of the intersection of Bluff Road and Highland Park Road; being the most northerly part of the Premises accessible along the straight away of Bluff Road after the curve.



Initialed and Approved by Tenant

SP

EXHIBIT B

Sublet/assignment:	Tenant shall have the right with thirty (30) days written notice to Landlord, to assign this Lease or sublet the Leased Premises to Duke Energy, its successors or wholly owned affiliates, provided that such Duke Energy transferee assumes all prospective obligations arising under this Lease from the date of such assignment. Any additional assignments are only with the prior written approval of the Landlord, which consent may be withheld or denied in the sole discretion of the Landlord. The Tenant cannot sell or convey any business or operation located upon the Leased Premises without the consent of the Landlord. Any assignment of this Lease or sublease of the Premises will not release the Tenant from its obligations hereunder.						
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Electrical:	Tenant will at their expense contract with the power company for their monthly power usage.						
Use:	Equipment, trucks and lay down yard.						

Initialed and Approved by Tenant

 SP

Exhibit C

Rules And Regulations

Bluff Road Apalachicola Fl, Site as per aerial Exhibit A

1. All deliveries and shipments shall be made at Tenant's location.
2. Tenant shall place garbage and refuse only in trash containers. Such containers shall be kept inside the Leased Premises.
3. No animals shall be allowed in or about the Leased Premises.
4. Tenant shall not store any personal property on the Leased Premises.
5. Tenant shall not burn or incinerate trash, refuse or any other items in on the Leased Premises.
6. Tenant shall not allow anyone to reside or sleep in the Leased Premises.
7. Landlord shall not be responsible for any loss, theft or disappearance of personal property from the Leased Premises, or property associated with same.
8. Tenant shall not conduct or permit to be conducted any auction or similar sale on or about the Leased Premises, the Building(s) or property associated with same.

These Rules and Regulations and any amendments hereto are intended to supplement the terms and provisions of the Lease. In the event of a conflict between the Lease and these Rules and Regulations, or any amendments thereto, the Lease shall govern. If Tenant fails to fully comply with these Rules and Regulations, Landlord may, in its sole discretion and with/out waiving any other right or remedy, undertake such actions on behalf of Tenant as Landlord determines are necessary to cause Tenant to fully comply with these Rules and Regulations. All costs, expenses and fees expended by Landlord to ensure full compliance with these Rules and Regulations shall constitute Additional Rent under the Lease and be immediately due and payable by the Tenant upon demand and shall bear interest at the rate of eighteen percent (18%) per annum until paid.

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AGREEMENT

Between

Franklin County Airport site
("Landlord")

and

Jingoli Power, LLC
("Tenant")

Lease Summary

- A. Date of Execution of Lease: June 2021
- B. Landlord: Franklin County Airport
- C. Address of Landlord: 34 Forbes Street Apalachicola, FL 32320
- D. Tenant: Jingoli Power, LLC
- E. Address of Tenant: 100 Lenox Drive, Lawrenceville, NJ 0864
- F. Leased Premises: Bluff Road Apalachicola, FL attached exhibit A aerial/site plan. Fenced area and buffer area to be field determined by the parties as the aerial/site plan is not a survey. Leased area to be adjusted, if necessary, to exclude RPZ.
- Entire boundary of Premises to be fenced with 7' tall chain link fence meeting Duke Energy fencing standards with 1' barbed wire top and screening in areas agreed upon by the Parties. Fence to remain on site at no cost to Landlord upon termination of Lease.
- Tenant's sole access along Bluff Road shall be on the West boundary of Bluff Road across the street and approximately 30' south of the intersection of Bluff Road and Highland Park Road; being the most northerly part of the Premises accessible along the straight away of Bluff Road after the curve.
- G. Permitted Use: Storage and laydown yard
- H. Lease Term: Sixty (60) months of lease payments subject to early termination rights outlined in Exhibit B.
- I. Lease Commencement Date: July 1st, 2021
- J. Rent Commencement: Sixty (60) days from the date the Tenant completes the Tenants work, or October 1st, 2021 whichever occurs first.
- K. Expiration Date: July 1st, 2026
- L. Gross Rent: \$15,000 per month modified gross fixed rent for the lease term of 60 months plus sales tax Net of electric, all other services and utilities.
- M. Intentionally deleted
- N. Intentionally deleted.
- O. Intentionally deleted

The following exhibits are attached to and made a part the Lease:

- Exhibit A - Description of Leased Premises
- Exhibit B - Additional Terms
- Exhibit C - Rules and Regulations

THE PROVISIONS OF THIS LEASE SUMMARY ARE INCORPORATED BY THIS REFERENCE TO THE LEASE.

LEASE AGREEMENT

Franklin County a Florida Corporation ("Landlord") hereby leases the Leased Premises to **Jingoli Power, LLC a New Jersey limited liability company** ("Tenant") for the duration of the Lease Term, the same as may be extended. The leasing of the Leased Premises to Tenant will be upon the terms and conditions set forth in this Lease.

§1. **Gross Rent:** \$15,000 per month fixed rental rate plus sales tax

§2. **Operating Expense Payment.** Included in the Gross Rent.

§3. **Manner and Timing of Rent Payments.** The first monthly installment of Gross Rent Payments will be paid by Tenant on August 1, 2021. Thereafter, monthly installments of Gross Rent Payments will be due and payable in advance on or before the first day of each calendar month during the Lease Term. Each such installment will be paid to Landlord at its address set forth in the Lease Summary (or such other address as Landlord may designate from time to time). If the Lease Term commences on a day other than the first day of the month or terminates on a day other than the last day of the month, then the installments of Gross Rent Payments for such month(s) will be adjusted accordingly. All installments of Gross Rent Payments will be paid by Tenant without prior notice or demand. Tenant hereby agrees to pay as additional rent any sales, use or other tax (other than income taxes) now or hereafter imposed by any government authority upon the rent and other sums payable by Tenant hereunder.

§4. **Utilities.** Tenant will pay all costs associated with the provision of all utility services to the Lease Premises, including, without limitation, telephone, gas, water and sewer and electricity. To the extent possible, all utility services will be separately metered to the Leased Premises and placed in Tenant's name. If it is not possible to place a utility service on a separate meter in Tenant's name, then all costs associated with such utility service will be billed directly by Landlord to Tenant and will be paid by Tenant within fifteen (15) days after its receipt of such billing. Landlord will not be liable to Tenant, nor will Tenant be relieved of any obligation hereunder if any utility service to the Leased Premises is interrupted for any reason beyond Landlord's control. Landlord shall have no responsibility to provide or pay for any utilities.

§5. **Maintenance and Repair.** Tenant shall at Tenants sole cost and expense maintain the Leased Premises, which are depicted upon the survey provided by the Landlord to the Tenant. Landlord shall have no responsibility for maintenance or repairs of the leased premises.

§6. **Use of Premises.** Tenant will use the Leased Premises solely for the Permitted Use. Heavy equipment, service trucks, laydown yard for telephone poles, transformer and other related products related to the Tenants work. Tenant will not cause or permit any waste or damage to the Leased Premises and will not occupy or use the Leased Premises in a manner which is unlawful, hazardous, unsanitary, noxious or offensive. If the nature of Tenant's use or occupancy of the Leased Premises causes any increase in Landlord's insurance premiums over and above those chargeable for the least hazardous type of occupancy legally permitted in the Leased Premises, then Tenant shall pay the resulting increase within ten days after its receipt of a statement and supporting documentation from Landlord setting forth the amount thereof.

§7. **Governmental Requirements.** Tenant will at its sole expense obtain all permits and comply with all laws and other governmental requirements of the federal, state or local

government which are now or hereafter in force pertaining to the Leased Premises and Tenant's occupancy and use thereof.

§8. **Signs.** Tenant will not place any sign or other advertising material on the exterior or interior of the Leased Premises or the Buildings, without the prior written consent of Landlord which consent shall not be unreasonably withheld.

§9. **Leasehold Improvements.** Tenant shall fence and gate the perimeter of the leased premises. The location of the fence and 50' wide vegetated buffer shall be field established by the parties along the general lines of the site plan/aerial as it is not a survey. Tenant's sole access along Bluff Road shall be on the West boundary of Bluff Road across the street and approximately 30' south of the intersection of Bluff Road and Highland Park Road; being the most northerly part of the Premises accessible along the straight away of Bluff Road after the curve. Fence enclose entire Premises behind buffer and shall be 7' tall chain link meeting with a 1' tall barbed wire top. Fence to remain on site at no cost to Landlord after termination of the Lease. Ownership of all other improvements on the Premises shall become the property of the Landlord, at its election and free of charge, upon termination of the Lease. Access to the Premises shall be through a single 40' wide gate as described in Exhibit "A."

§10. **Alterations.** Tenant will not at any time prior to or during the Lease Term make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld. If Landlord consents to any proposed alteration, addition or improvement, the same shall be made by Landlord at Tenant's sole expense. If required by Landlord, any such alterations, additions or improvements will be removed by Tenant upon the expiration of the Lease Term. Tenant will repair any damage to the Leased Premises caused by such removal.

§11. **Mechanics Liens.** Tenant will indemnify and hold Landlord harmless from any liability or expense associated with its construction of any alteration, additional or improvement to the Leased Premises. Tenant will immediately discharge or bond over any mechanics lien filed against the Leased Premises in connection with any work performed by or at the request of Tenant.

§12. **Assignment and Subletting.** Except for an assignment to Duke Energy, or its successors or affiliates, as set forth in Exhibit B, Tenant will not assign this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Landlord. Unless otherwise agreed to by Landlord, Landlord's consent to any such assignment or sublease will not relieve Tenant from its obligations under this Lease.

§13. **Subordination.** Tenant's rights and interest under this Lease will be subordinate to all mortgages and other encumbrances now or hereafter affecting any portion of the Land. In the event of the foreclosure of any mortgage or other encumbrance, Tenant will, upon request of any person succeeding to the interest of Landlord, attorn to and automatically become the tenant of such successor in interest without change in the terms or conditions of this Lease; provided, however, that such successor in interest shall not be liable for any act or omission of any prior landlord or subject to any offsets or defenses which Tenant may have against any such prior landlord. This paragraph will be self-operative and no further instrument will be required to effect the subordination provided for herein. Within ten days after its receipt of Landlord's request therefore, Tenant will execute and deliver to Landlord a certificate confirming such subordination and attornment and setting forth the current status and facts related to this Lease and Tenant's occupancy of the Leased Premises.

§14. **Time of the Essence.** It is mutually understood and agreed that time of the payment of rental hereunder, and of the observance and performance of the covenants on the part of the Tenant herein contained, are of the essence of this Lease.

§15. **Limitation of Landlord's Personal Liability.** Tenant will look solely to Landlord's interest in the Leased Premises for the recovery of any judgment against Landlord; it being the express intent of the parties hereto that neither Landlord, nor any of its partners will ever be personally liable for any such judgment.

§16. **Indemnification and Insurance.** Landlord will not be liable for and Tenant will indemnify and hold Landlord harmless from any liability or expense associated with any damage or injury to any person or property (including any person or property or Tenant or anyone claiming under Tenant) which arises directly or indirectly out of or in connection with Tenant's use or occupancy of the Leased Premises, including environmental contamination from Hazardous Substances; provided, however, that Tenant will not be obligated to indemnify Landlord as to any liability or expense occasioned by the gross or sole negligence of Landlord or any pre-existing condition at the Leased Premises, including pre-existing environmental contamination from Hazardous Substances. This clause shall survive lease termination.

All property stored or placed by Tenant in or about the Leased Premises will be so stored or placed at the sole risk of Tenant. Tenant will at its sole expense maintain in full force and effect at all times during the Lease Term: (a) commercial general liability insurance coverage for bodily injury and property damage with liability limits of not less than \$1,000,000 for injury to one person, \$2,000,000 for injury from one occurrence and \$1,000,000 for property damage; and (b) excess or umbrella coverage on all property stored or placed by Tenant in or about the Leased Premises in an amount equal to the full replacement value thereof. Each insurance policy required to be maintained by Tenant hereunder will name Landlord as an additional insured and will specifically provide that such insurance policy cannot be terminated without giving at least thirty (30) days prior written notice to Landlord.

§17. **Hazardous Substances.** Tenant will not use, store or dispose of any Hazardous Substance (as that term is defined or used in the Comprehensive Environmental Response, Compensation and Liability Act or any other federal, state or local environmental law or requirement) on or about the Leased Premises, except for immaterial amounts that are exempt from or do not give rise to any violation or applicable law. Tenant agrees to indemnify and hold Landlord harmless from any liability or expense incurred by or claimed against Landlord as a result of Tenant's breach of the covenant contained in this paragraph. Tenant's obligations under this §17 will survive the termination of this Lease.

Prior to its use of the Premises, the Tenant shall purchase and provide to Landlord a copy of a Phase I Environmental assessment of the Premises. If the first Phase I confirms the presence of unlawful Hazardous Substances on the Premises, then the parties will attempt to mutually resolve mitigation thereof or, failing resolution, will seek to relocate the Premises to another location or the Tenant can accept the Premises in its contaminated condition at its own risk and shall indemnify and hold Landlord harmless from all consequences resulting from that acceptance. At the conclusion, or termination, of the Lease, the Tenant shall purchase and provide to the Landlord a copy of a second Phase I Environment assessment of the Premises.

§18. **Surrender of Premises.** Upon the termination of Tenant's right of possession under this Lease, Tenant will immediately surrender possession of the Leased Premises to Landlord in good condition, reasonable wear and tear excepted. Tenant will at the same time

remove all of its trade fixtures from the Leased Premises, as well as any alterations, additions or improvements designated by Landlord. Tenant will promptly repair any damage caused to the Leased Premises by the removal of any of such property.

§19. **Examination and Exhibiting Premises.** Landlord or its duly authorized agent shall have the right to enter the Leased Premises at all reasonable times to examine the condition of the Leased Premises. Within six (6) months prior to the date of the expiration of the lease, Landlord or its authorized agent shall have the right to enter the Leased Premises at all reasonable times for the purpose of exhibiting the same to prospective tenants.

§20. Intentionally Deleted

§21. Intentionally Deleted

§22. Intentionally Deleted

§23. **Holding Over.** Tenant will not hold over in its occupancy of the Leased Premises after the expiration of the Lease Term without the prior written consent of Landlord. If Tenant holds over without the prior written consent of Landlord, then Tenant will pay 200% of the Base Rent then in effect for each month during the entire holdover term. Any holding over with the consent of Landlord will constitute this Lease as a lease from month-to-month.

§24. **Default and Termination.** If Tenant fails to pay any installment of Gross Rent Payment or any other sum payable by it hereunder within 15 days of the date when due, or Tenant defaults in the performance of any of its other obligations under this Lease and such default continues for 30 days after written notice thereof is given to Tenant, then, in addition to any other legal rights and remedies available to Landlord at law or in equity, Landlord may terminate this Lease and reenter and attempt to relet the Leased Premises without terminating this Lease, in which event Tenant will remain obligated to pay to Landlord any deficiency between all sums payable by Tenant pursuant to this Lease and any sums collected by Landlord from any reletting of the Leased Premises (net of any sums paid by Landlord in connection with such reletting, including, without limitation, leasing commissions, attorneys' fees and costs of improvements to the Leased Premises). Landlord may collect any amounts payable to it pursuant to this paragraph by any lawful means.

§25. **Prevailing Party's Fees.** Each party shall pay its own attorney fees in the event of any dispute between the parties arising from, or related to, this Lease.

§26. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the successors and permitted assigns of Tenant.

§27. **No Waiver.** No waiver of any covenant or condition of this Lease by either party will be deemed to constitute a future waiver of the same or any other covenant or condition of this Lease. In order to be effective, any such waiver must be in writing and must be delivered to the other party to this Lease.

§28. **Tenants First Right of Refusal.** N/A

§29. Intentionally deleted.

§30. **Reasonableness of Consent.** Landlord will not unreasonably withhold or delay any consent or approval which is required to be given by it pursuant to the terms of this Lease.

§31. **Amendment.** This Lease may not be amended except by a written instrument signed by both Landlord and Tenant.

§32. **Governing Law and Exclusive Venue.** This Lease will be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation between the parties arising from, or related to, this Lease shall be in Franklin County, Florida, and not in any other location.

§33. **Notices.** All notices required or permitting under this Lease must be in writing and must be delivered to Landlord and Tenant at their addresses set forth in the Lease Summary (or such other address as may hereafter be designated by such party). Any such notice must be personally delivered or sent by either registered or certified mail or overnight courier.

§34. **Intentionally Deleted**

§35. **Parking.** As per approved site plan


§36. **Special Terms.** See Exhibit "B"

§37. **Confidentiality.** Tenant agrees to keep all financial terms of this lease strictly confidential.

(Signature and Acknowledgements Appear on Next Page)

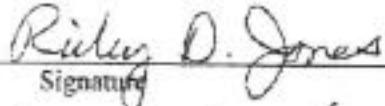
SIGNATURES AND ACKNOWLEDGEMENTS

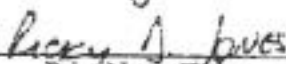
Landlord and Tenant have executed this Lease as of the date specified in the Lease Summary.

Signed and acknowledged in
Presence of:

Witness

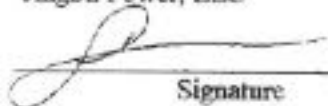
LANDLORD:
Franklin County


Witness

By 
Signature


Print Name/Title
Ricky D. Jones / CHAIRMAN FCBOCC


Witness: William R House Project Manager

TENANT:
Jingoli Power, LLC

Signature


Witness: Jeff Scott/Program Manager

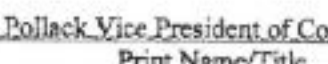
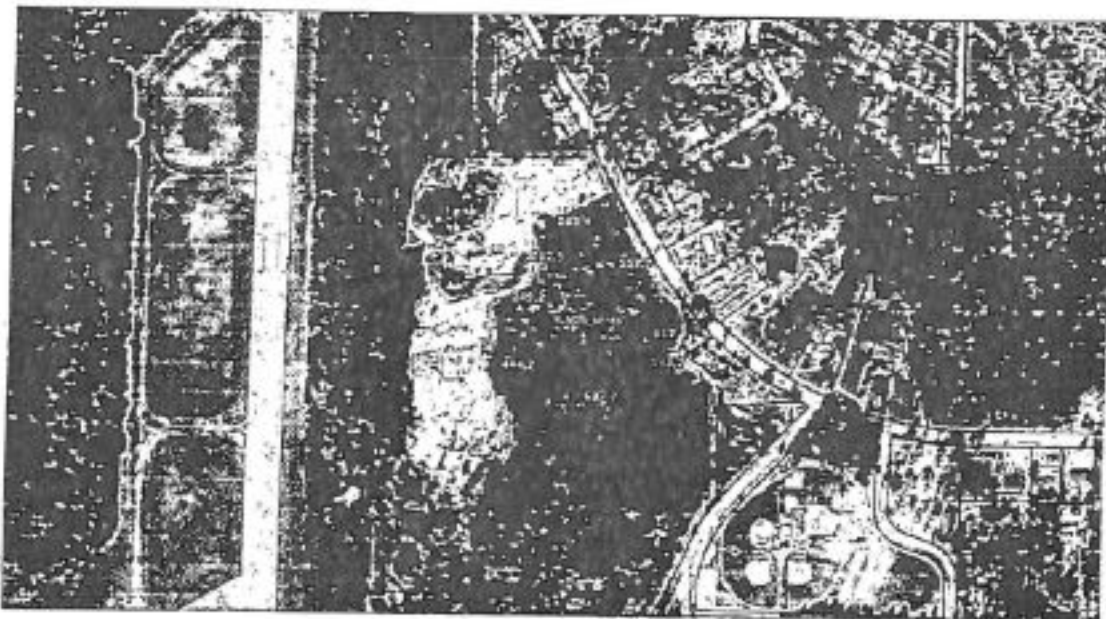

Print Name/Title
Steven Pollack Vice President of Construction Operations

EXHIBIT A
Description of Leased Premises

This plan is diagrammatic only and is provided solely for the purpose of indicating the shape and location of the Premises. Tenant accepts Premises in "as is" condition, subject to the terms and conditions of this Lease Agreement. Taking possession shall constitute Tenant's acceptance of Premises as required hereunder. All other improvements to Premises are at Tenant's expense.

The actual boundaries of the fenced in area shall be field adjusted by the parties as the aerial is not a survey. The actual space fenced and gated by the Tenant will be more, or less, as shown on the aerial and diagram. Leased area to be adjusted, if necessary, to exclude RPZ.

Tenant's sole access along Bluff Road shall be on the West boundary of Bluff Road across the street and approximately 30' south of the intersection of Bluff Road and Highland Park Road; being the most northerly part of the Premises accessible along the straight away of Bluff Road after the curve.



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