

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX – COMMISSION MEETING ROOM
OCTOBER 1, 2019
9:00 AM
AGENDA**

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.

- 9:00 AM** **Call to Order**
Prayer and Pledge
Approval of Minutes
Payment of County Bills
- 9:10 AM** **Public Comments** – *(This is an opportunity for the public to comment on agenda or non-agenda items. When you are recognized to be heard by the Chairman, please sign the speaker's log and adhere to the time limit. An individual will be allowed to speak for three minutes whereas a designated representative of a group or faction will be allowed to speak for five minutes.)*
- 9:30 AM** **Department Directors Report**
Howard Nabors – Superintendent of Public Works
Fonda Davis – Solid Waste Director
Pam Brownell – Emergency Management Director
Erik Lovestrand – Extension Office Director
- 10:00 AM** **Kate Aguiar – Library Advisory Board – Recommendations**
- 10:15 AM** **Marcia M. Johnson – Clerk of Court – Report**
- 10:30 AM** **Alan Pierce – RESTORE Coordinator – Report**
- 10:45 AM** **Michael Morón – County Coordinator – Report**
- 11:15 AM** **Michael Shuler – County Attorney – Report**
- 11:30 AM** **Commissioners' Comments**
- 11:45 AM** **Adjourn**

October 1, 2019
 Franklin County Road Department
 Detail of Work Performed and Material Hauled by District
 Detail from 9/12/2019 - 9/25/2019

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill)	9/12/2019	Dunlap Road
Pot hole Repair (Fill)	9/12/2019	Gilbert Street
Culvert installation	9/16/2019	N Bay Shore Drive
Travel	9/16/2019	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	9/18/2019	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way	9/18/2019	Sago Drive
Cut grass along shoulders of road on county right of way	9/23/2019	Daisey Drive
Cut grass along shoulders of road on county right of way	9/23/2019	Lily Circle
Cut grass along shoulders of road on county right of way	9/23/2019	Blue Heron Drive
Cut grass along shoulders of road on county right of way	9/23/2019	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way	9/23/2019	Gladiiola Way
Cut grass along shoulders of road on county right of way	9/24/2019	Apple Way
Cut grass along shoulders of road on county right of way	9/24/2019	Carroll Street
Cut grass along shoulders of road on county right of way	9/24/2019	Twin Lakes Road

0

Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	9/16/2019	N Bay Shore Drive	18	0
Black Dirt		TOTAL	18	0
Dirty 89 Lime Rock	9/16/2019	N Bay Shore Drive	36	0
Dirty 89 Lime Rock		TOTAL	36	0

District 2

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut bushes back	9/12/2019	Oak Street
Cut bushes back	9/12/2019	CR30A
Cut grass along shoulders of road on county right of way	9/12/2019	Bluewater Beach Circle
Sign Maintenance	9/12/2019	St Teresa Ave
Sign Maintenance	9/12/2019	Lake Morality Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	9/12/2019	Lake Morality Road
Graded Road(s)	9/12/2019	St Teresa Ave
Cut grass along shoulders of road on county right of way	9/12/2019	Titi Street
Cut grass along shoulders of road on county right of way	9/12/2019	Rio Vista Drive
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Apalachee Street
Cut grass along shoulders of road on county right of way	9/12/2019	McIntyre Road
Cleaned ditches, Cut grass in ditches	9/16/2019	Titi Street
Cut grass along shoulders of road on county right of way	9/16/2019	Magnolia Street
Cut grass along shoulders of road on county right of way	9/16/2019	Alligator Drive
Cut grass along shoulders of road on county right of way	9/16/2019	Mariner Circle
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/16/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/16/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/16/2019	US HWY 98 (Lanark)

District 2**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/16/2019	US HWY 98 (Lanark)
Cut grass along shoulders of road on county right of way	9/16/2019	Oak Street
Cut grass along shoulders of road on county right of way	9/17/2019	Lakeview Drive
Cut grass along shoulders of road on county right of way	9/17/2019	Harry Morrison
Cut grass along shoulders of road on county right of way	9/17/2019	Carousel Lane
Cut grass along shoulders of road on county right of way	9/17/2019	Donax Place
Cut grass along shoulders of road on county right of way	9/17/2019	Cypress Street
Cut grass along shoulders of road on county right of way	9/17/2019	Sea Shell Avenue
Cut grass along shoulders of road on county right of way	9/17/2019	Bayview Drive
Cut grass along shoulders of road on county right of way	9/17/2019	Alligator Drive
Cut grass along shoulders of road on county right of way	9/17/2019	George Vause Road
Cut grass along shoulders of road on county right of way	9/17/2019	Peninsular Circle
Cut grass along shoulders of road on county right of way	9/17/2019	Angus Morrison
Cut grass along shoulders of road on county right of way	9/17/2019	Carnival Lane
Cut grass along shoulders of road on county right of way	9/17/2019	Tom Roberts Road
Cut grass along shoulders of road on county right of way	9/17/2019	Gulf Shore BLVD
Cut grass along shoulders of road on county right of way	9/17/2019	Dunes Boulevard
Cut grass along shoulders of road on county right of way	9/17/2019	Bald Point Road
Cut grass along shoulders of road on county right of way	9/17/2019	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	9/17/2019	Pine Street
Cut grass along shoulders of road on county right of way	9/17/2019	Surf Drive
Cut grass along shoulders of road on county right of way	9/17/2019	Alligator Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/17/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/17/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/17/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/17/2019	US HWY 98 (Lanark)
Cut grass along shoulders of road on county right of way	9/17/2019	Clemens Street
Cut grass along shoulders of road on county right of way	9/17/2019	Fernway Road
Cut grass along shoulders of road on county right of way	9/17/2019	Mardi Gras Way
Cut grass along shoulders of road on county right of way	9/17/2019	Bay Front Drive
Loaded Trucks	9/17/2019	Chip Morrison Road
Cut grass along shoulders of road on county right of way	9/17/2019	Fiesta Drive
Graded Road(s)	9/18/2019	Harry Morrison
Graded Road(s)	9/18/2019	Chip Morrison Road
Road Repair	9/18/2019	Chip Morrison Road
Cut grass along shoulders of road on county right of way	9/18/2019	FSU Marine Lab Road
Cut grass along shoulders of road on county right of way	9/18/2019	Harbor Circle
Cut grass along shoulders of road on county right of way	9/18/2019	Alligator Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/18/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/18/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/18/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/18/2019	US HWY 98 (Lanark)
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	9/19/2019	CR67

District 2**Work Performed:**

	<u>Date</u>	<u>Road</u>
Graded Road(s)	9/19/2019	Angus Morrison
Graded Road(s)	9/19/2019	Lakeview Drive
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/23/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/23/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/23/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/23/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/24/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/24/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/24/2019	US HWY 98 (Lanark)
VMS Work, Cut Grass, Blowed Sidewalks, Cleaned ditches, Litter pickup	9/25/2019	US HWY 98 (Lanark)

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
#57 rock	9/19/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
#57 rock		TOTAL	18	0
Broken Asphalt	9/17/2019	Chip Morrison Road	54	0
Broken Asphalt		TOTAL	54	0
Dirty 89 Lime Rock	9/18/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	90	0
Dirty 89 Lime Rock	9/18/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	108	0
Dirty 89 Lime Rock	9/19/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock		TOTAL	216	0
Ditch Dirt	9/16/2019	Titi Street	18	0
Ditch Dirt	9/18/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Ditch Dirt	9/18/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Ditch Dirt		TOTAL	54	0
Litter	9/12/2019	Apalachee Street	0.100000001	0
Litter	9/18/2019	US HWY 98 (Lanark)	1	0
Litter		TOTAL	1.100000001	0
Milled Asphalt	9/17/2019	Chip Morrison Road	54	0
Milled Asphalt		TOTAL	54	0
Sand	9/18/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Sand		TOTAL	18	0

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	9/12/2019	St Teresa Ave	18	0
Dirty 89 Lime Rock	9/12/2019	4th Street NE	0	18.3899993896
Dirty 89 Lime Rock	9/12/2019	4th Street NE	0	18.5100002289
Dirty 89 Lime Rock	9/17/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	36	0
Dirty 89 Lime Rock	9/17/2019	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Dirty 89 Lime Rock	9/18/2019	Chip Morrison Road	108	0
Dirty 89 Lime Rock	9/18/2019	Chip Morrison Road	90	0
Dirty 89 Lime Rock	9/19/2019	Angus Morrison	18	0

District 2**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	9/19/2019	Angus Morrison	18	0
Dirty 89 Lime Rock	9/19/2019	Lakeview Drive	18	0
Dirty 89 Lime Rock		TOTAL	324	36.8999996185
Sand	9/17/2019	Chip Morrison Road	36	0
Sand	9/17/2019	Chip Morrison Road	54	0
Sand	9/18/2019	Chip Morrison Road	18	0
Sand	9/18/2019	Chip Morrison Road	18	0
Sand		TOTAL	126	0

District 3**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/12/2019	Earl King Street		
Driveway repair, Shoulder Work	9/19/2019	11th Street		
			0	

Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirty 89 Lime Rock	9/19/2019	11th Street	9	0
Dirty 89 Lime Rock		TOTAL	9	0

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	9/12/2019	Bluff Road		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Alan Drive		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Thomas Drive		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Bayshore Drive		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Chapman Road		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Jakie Whitehurst Street		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Brownsville Road		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/12/2019	Marks Street		
Cut grass along shoulders of road on county right of way	9/16/2019	Johnson Lane		
Cut grass along shoulders of road on county right of way	9/16/2019	Hathcock Road		
Cut grass along shoulders of road on county right of way	9/16/2019	Abercrombie Lane		
Cut grass along shoulders of road on county right of way	9/16/2019	Sas Road		
Cut grass along shoulders of road on county right of way	9/16/2019	Long Road		
Cut grass along shoulders of road on county right of way	9/16/2019	Peachtree Road		
Cut grass along shoulders of road on county right of way	9/16/2019	Linden Road		
Cut grass in ditches	9/19/2019	Bluff Road		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Emergency Management (Apalachicola)		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Oyster Road		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Oak Drive		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Pine Drive		
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Highland Park Road		

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Cypress Street
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Connector Road
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Rosemont Street
Cut grass along shoulders of road on county right of way, Litter Pickup	9/23/2019	Pinewood Street
Cut grass along shoulders of road on county right of way, Litter Pickup	9/24/2019	Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup	9/24/2019	Pal Rivers Road
Cut grass along shoulders of road on county right of way, Litter Pickup	9/24/2019	Thomas Drive
Cut grass along shoulders of road on county right of way	9/25/2019	Abercrombie Lane
Cut grass along shoulders of road on county right of way	9/25/2019	Bluff Road
Cut grass along shoulders of road on county right of way	9/25/2019	Gibson Road
Cut grass along shoulders of road on county right of way	9/25/2019	Pal Rivers Road

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	9/12/2019	Jakie Whitehurst Street	0.100000001	0
Litter	9/12/2019	Bayshore Drive	0.100000001	0
Litter	9/12/2019	Brownsville Road	0.100000001	0
Litter	9/12/2019	Alan Drive	0.100000001	0
Litter	9/12/2019	Marks Street	0.100000001	0
Litter	9/12/2019	Thomas Drive	0.100000001	0
Litter	9/12/2019	Chapman Road	0.100000001	0
Litter	9/23/2019	Connector Road	0.100000001	0
Litter	9/23/2019	Rosemont Street	0.100000001	0
Litter	9/23/2019	Pinewood Street	0.100000001	0
Litter	9/23/2019	Oak Drive	0.100000001	0
Litter	9/23/2019	Oyster Road	0.100000001	0
Litter	9/23/2019	Pine Drive	0.100000001	0
Litter	9/23/2019	Highland Park Road	0.100000001	0
Litter	9/23/2019	Cypress Street	0.100000001	0
Litter	9/23/2019	Emergency Management (Apalachicola)	0.100000001	0
Litter	9/24/2019	Bluff Road	0.200000003	0
Litter	9/24/2019	Thomas Drive	0.200000003	0
Litter	9/24/2019	Pal Rivers Road	0.200000003	0
Litter	9/25/2019	Gibson Road	0.300000012	0
Litter	9/25/2019	Bluff Road	0.300000012	0

Litter**TOTAL****2.800000057 0****District 5****Work Performed:**

	<u>Date</u>	<u>Road</u>
Driveway repair	9/12/2019	Ridge Road
Sign Maintenance	9/12/2019	Bear Creek Rd
Driveway repair	9/12/2019	Varnes Street
Cut grass along shoulders of road on county right of way	9/18/2019	Pond Away Court
Cut grass along shoulders of road on county right of way	9/23/2019	Hibiscus Lane
Cut grass along shoulders of road on county right of way	9/23/2019	Gardenia Trail

District 5

Work Performed:

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	9/23/2019	Magnolia Court
Cut grass along shoulders of road on county right of way	9/24/2019	65 State Road
Cut grass along shoulders of road on county right of way	9/24/2019	CC Land
Cut grass along shoulders of road on county right of way	9/24/2019	Smith Street
Cut grass along shoulders of road on county right of way	9/25/2019	Tomahawk Circle
Cut grass along shoulders of road on county right of way	9/25/2019	Magnolia Lane

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	9/25/2019	Tomahawk Circle	0.300000012	0
Litter		TOTAL	0.300000012	0



28 Airport Road
Apalachicola, Florida 32320
(850) 653-8977, Fax (850) 653-3643
Em3frank@gtcom.net

Report to Board of County Commissioners

Date: October 2, 2019

Action Items:

1. Addressing the AAR from Active Shooter 360, LLC (Appendix A – Improvement Recommendations List)

1. Develop a joint policy between FCEM, FCSO, and Franklin County Board for procedures and policies regarding public information and warnings. This policy should be an addendum within the revised CEMP. This should include Procedures to ensure to identify all agencies send the same message & identification of primary agency responsible for official county alerts.

FCEM sent a copy of the revised CEMP to the FCSO for review and edit. At this time, we have not received a response. FCEM has submitted our CEMP to the State for review and approval. When FCEM activated for Hurricane Dorian, FCSO PIO stated FCSO would only release public information coordinated through FCEM regarding Hurricane Dorian.

2. ESF Functions need to be filled for effective EOC operations. These positions should be filled by paid county staff trained to fill all position including ESF 15 and ESF 18. Volunteer agencies capable of offering support provides redundancy such that the absence of one key person does not leave the desk unfilled.

Franklin County does not have enough paid staff to fill these positions. Franklin County has always relied on volunteer staff to fill the ESF 15 (Volunteers and Donations) and ESF 18 (Business Continuity). If the Board would like to appoint paid county staff to fill these positions, FCEM will train staff to man the ESF desk. At this time the Board pays Capital Area Community Action to fill the ESF 15 position when we are activated.

3. The CEMP should state that the FCSO needs to provide a designated ESF 16 representative with decision-making capabilities to staff the EOC during activations. This should be in addition to radio operators the FCSO may provide.

We are a small county and the FCSO only has so many staff that are available and able to make decisions. During a disaster, key decision makers are positioned in places that the Sheriff deems most needed. FCSO sends a liaison for conference calls to report back to him. FCSO sends staff to man radios, although staff may vary from shift to shift. This does cause a hardship to FCEM to perform “just in time” training for WebEOC.

4. It is understood that Franklin County consists of several small volunteer fire departments. However, these departments should establish either a representative from each department to fill ESF 4 (Fire Fighting) /9 (Search and Rescue) positions or a volunteer firefighter coordinator to represent all agencies during EOC activations to staff ESF 4 desk. This individual should have the ability to communicate via redundant resources to all area department chiefs.

FCEM sent an email to all Volunteer Fire Departments requesting a representative from each. We have received a response from several of the departments. Once we receive a response from all departments FCEM will coordinate the shifts for each representative to man the ESF 4/9 desk.

5. The EM website should be restructured to ensure that instruction and information are clear. An enhanced Alert Franklin public education campaign is also suggested.

FCEM has contacted 2K Web Group. They are in the process of making all recommended updates to FCEM website. See Below:

- Alert banner on home (not sync'd with app)
- Add 3 new pages (Shelters, Alert Franklin, Emergency Activation). Make Shelters and Alert Franklin show in main navigation.
- Make Re-Entry tags show in main navigation (instead of drop down)
- Move Emergency Activation widget from bottom to side and create new graphics, link to new page explaining the difference in the levels
- Create graphic of map for re-entry tag color codes
- 30 minute training session with up to 3 FCEM staff on how to update banner and emergency activation at 2K office

FCEM is also researching the possibility of an App. At this time, FCEM budget does not allow for the purchase of an App that is approximately \$20,000 or the yearly reoccurring maintenance fees that is approximately \$5000 per year. FCEM has contacted FCSO to request the information who set up the FCSO App and the cost they incurred.

6. The EOC should establish a Joint Information Center (JIC) during activations. This JIC should be staffed (at a minimum) by representatives from EM, SO, and the Board. These PIOs should be co-located during EOC activations to ensure continuity. Designated PIOs should have basic PIO training.

Normally a JIC is set up when it is a large event and is multi-jurisdictional. Franklin County is a small county and we do not feel we need to set up a JIC for every event. If FCEM, FCSO, and Franklin County Board coordinate and communicate during event, this should not be an issue. FCEM has 3 trained PIOs, Pamela Brownell, Tress Dameron, and Jennifer Daniels who are the PIO for the County during activation of the FCEM office. Would like to see the Board of County Commissioners have a designated PIO for the Board during “Blue Sky & Grey Sky” Incidents.

7. Franklin County should conduct at least one Joint Information and Warning functional or full-scale exercise per year to include all key JIC/PIO staff. Members of the citizen committee should be invited observers.

FCEM is required through our State/Federal Grant to participate in at least 3 exercises per year, one of these being the State Hurricane Exercise. We are publicly inviting all residents to become a CERT member, Volunteer, etc. with FCEM and participate in these exercises once appropriate training has been completed.

FCEM has also sent an email to the members of the Citizens Committee inviting them to become a volunteer and man the ESF 18 (Business Continuity) desk. This position is essential in pushing out information during an event. The ESF 18 position works closely with the FCEM PIO to ensure we are sending out a unified message. At this time, FCEM has not received any response from the Citizens Committee. (See the attached email that was sent to the Citizens Committee on 07/11/19).

8. EOC Relocations: An in-depth study to determine a location of the Franklin County EOC is a political issue that should be addressed by the Board of County Commissioners. However, the existing EOC is small and lacks sufficient facilities to support an extended activation (particularly shower facilities, sleeping areas, and operations room). While it is beyond the scope of this report to conduct a complete analysis of EOC relocation and design, it is agreed that a new/updated facility is necessary to improve disaster response and recovery operations

FCEM has received a grant from FDEM for Planning and Design of a new EOC. This will only pay for Planning and Design. The Board of County Commissioners will need to continue to advocate to legislation for a new EOC.

9. The EOC should be equipped with satellite internet as a redundant system. While this may not improve communications during the storm, it will likely improve communications following the storm in the event hard lines and cell service is down.

FCEM has acquired satellite internet with Hughes Net. The satellite system has been installed, and is a backup to Consolidated Communications, Mediacom, and

Verizon. This system will allow FCEM to have internet access via satellite if the other forms of internet are down. This system does not provide satellite internet for the residents of Franklin County. Therefore, FCEM will be sending public information via Alert Franklin, FCEM Website, Email, Facebook, Twitter, etc. as normal and are encouraging residents to have backup communications services as well, enabling residents to receive the public information being sent out from FCEM.

10. The county should develop more robust relationships with volunteer agencies and assisting organizations such as the Healthcare Coalition, UMCORE, RDSTF. Additionally, Mutual aid agreements (such as shelter plans with Leon County should be defined in writing).

FCEM Staff continue to be members of the Region 2 RDSTF & BBHCC. The Statewide Mutual Aide agreement covers the sheltering plans with Leon County.

11. The County should revise the existing CEMP to require that county agencies provide an on-location representative to staff ESF desks. Further the, CEMP should require that individuals receive EOC training specific to WebEOC software, ICS, and NIMS training.

The existing CEMP already provides that individuals manning an ESF desk receive EOC training specific to WebEOC, ICS, and NIMS and that county agencies provide an on-location representative to staff ESF desks.

12. Pre-storm checklists should be developed for all ESF desks to ensure preparedness. This should include key communication such as Oyster Radio, Ham Radio, availability of ESF staffing, testing of satellite internet and key comms equipment, etc.

Pre-Storm checklists are already in place for ESF desks to ensure preparedness including key communications such as Oyster Radio. We are assessing our Ham Radio Capabilities/Equipment and making necessary improvements. Satellite internet has recently been acquired and CEMP/Pre-storm checklists will be updated as required.

13. The Franklin County CEMP should require Constitutional Officers, Department Heads, Municipality and Utility representatives, and ESF staffs that operate in the EOC to be Incident Command System certified. EM should manage IC training and utilize the National Incident Management System (NIMS) Ongoing Management and Maintenance Component as a framework.

Franklin County is NIMS compliant.

14. Job action sheet/guides should be created for each ESF desk and ICS position. These guides should be prominently displayed in key areas, Such as, on the wall at each ESF desk, in the JIC, and Unified Command Areas.

SOP's are currently in the CEMP for all ESF positions and are in binders at each ESF desk.

15. Firm out-of county shelter locations and capabilities should be established through memorandums of understanding (MOU) or mutual aid agreements (MAA) with neighboring counties. Amend CEMP to reflect new MOU's/MAA's.

Although Sheltering depends on the path of the storm, FCEM has standing agreements via the Statewide Mutual Aid Agreement that allows for Franklin County residents to shelter at locations throughout the State of Florida. Franklin County SPN and Transportation Disadvantaged residents are normally transferred to the Shelter located at Florida High School in Leon County. Due to Franklin Counties location and surge zones, FCEM cannot certify any Tropical Shelters in the county. Therefore, we have predetermined locations throughout the county for Transportation Disadvantaged pickup and SPN Residents at home pickup then they are transported to shelters in neighboring counties. The Statewide Mutual Aid Agreement is reflected in the CEMP.

16. To facilitate public communications and transparency, a running EOC Action Log, accessible by the citizens should be maintained on various communications platforms.

FCEM is a staff of 3 with limited volunteers. FCEM will be more than happy to facilitate this request with staffing/volunteers become available to fill this position. See #7.

17. Streamline disaster messaging process by amending CEMP to permit email messaging utilizing a formatted email that takes the form of ICS #213. Assign each ESF Desk a specific email to further categorize and archive messages. Develop an email central archive folder should be maintained for each designated disaster.

This is an application that is handled through Web EOC which has been in place at FCEM since the state provided Web EOC.

GLOSSARY OF TERMS:

FCEM – Franklin County Emergency Management
FCSO – Franklin County Sheriff's Office
CEMP – Comprehensive Emergency Management Plan
PIO – Public Information Officer
EOC – Emergency Operations Center
ESF – Emergency Support Function
JIC – Joint Information Center
AAR – After Action Report
CERT – Citizens Emergency Response Team
RDSTF – Regional Domestic Security Task Force
BBHCC – Big Bend Health Care Coalition
MOU – Memorandum of Understanding
MAA – Memorandum of Agreement
MAA – Mutual Aide Agreement
ICS – Incident Command System
NIMS – National Incident Management System

2. Addressing Reimbursement and Mitigation on FEMA PA Projects.

Total Projects – 36

Obligation Report

Payments > Payments by Transaction: 4399 Hurricane Michael (PA)

Applicant Name	Proj #	Created Date	Pay #	Description	Federal Amt	State Amt	Waiver Amt	Workflow Step
Franklin County	107	Mar 29, 2019	1	Payment Trigger - Version Obligation	\$32,440.51	\$5,406.75	\$0.00	9) Paid
Franklin County	92	Apr 25, 2019	2	Payment Trigger - Version Obligation	\$9,564.11	\$1,594.02	\$0.00	9) Paid
Franklin County	99	Apr 25, 2019	3	Payment Trigger - Version Obligation	\$126,978.71	\$0.00	\$0.00	9) Paid
Franklin County	128	Apr 25, 2019	4	Payment Trigger - Version Obligation	\$24,978.92	\$4,163.16	\$0.00	9) Paid
Franklin County	205	Jun 20, 2019	5	Payment Trigger - Version Obligation	\$7,776.00	\$1,296.00	\$0.00	9) Paid
					\$201,738.25	\$12,459.93	\$0.00	

	<u>Project</u>	<u>Proj #</u>
Projects awaiting Mitigation –	CR 30 East	79189
	CR 30 West	79189
	Alligator Point Dune Walkovers	79199
	St George Island Dune Walkovers	79156
	Eastpoint Fishing Pier	81691
	Island View Park	81073

	<u>Project</u>	<u>Proj #</u>
Project Awaiting Information -	Health Dept Buildings	81066
	Weems	81069
		83668
	Donated Resources	81936
	CAT B (Outside 45 Day)	76276
	CAT B (45 Day)	79268

FCEM is working diligently on FEMA PA Reimbursement request. Due to our limited staff, State and Federal Grant Requirements, and an active storm season, time is limited to work on FEMA PA. FCEM Staff will continue to work on FEMA PA Reimbursement request as time/staffing permits.

Pamela Brownell

Pamela Brownell
Director

Jennifer Daniels

From: Pamela Brownell <em3frank@fairpoint.net>
Sent: Friday, September 27, 2019 10:15 AM
To: Jennifer Daniels
Subject: FW:

Importance: High

From: Pamela Brownell <em3frank@fairpoint.net>
Sent: Thursday, July 11, 2019 12:35 PM
To: 'fish@apalachoutfitters.com' <fish@apalachoutfitters.com>; 'Jim Brown-' <apalach134@yahoo.com>; 'Grayson Shephard-' <grayshep@yahoo.com>; 'Ken Schroeder-' <ken@bryanthouse.com>; 'George Mahr-' <georgejmahr@aim.com>; 'Shannon Lease-' <shannonlease@outlook.com>; 'Jim Bachrach-' <shadow1@fairpoint.net>; 'David Fowlkes-' <davidfowlkes@me.com>
Cc: Michael Moron <michael@franklincountyflorida.com>; Smokey (joesph) Parrish (smokey@franklincountyflorida.com) <smokey@franklincountyflorida.com>; Noah Lockley (noah@franklincountyflorida.com) <noah@franklincountyflorida.com>; Ricky Jones (ricky.jones@mchsi.com) <ricky.jones@mchsi.com>; William Massey (william@franklincountyflorida.com) <william@franklincountyflorida.com>; bert@franklincountyflorida.com
Subject:
Importance: High

Franklin County Emergency Management is extending an invitation to the business community throughout Franklin County to become a volunteer for the ESF18 Business Continuity Seat at the EOC. Our EOC has a full time staff of three, with the remainder of our seats filled by volunteers. The ESF18 Business Continuity Seat is no exception. Our volunteers are essential to the operations of this EOC. Please feel free to share this information to other businesses throughout Franklin County.

If you are interested in volunteering , helping distribute information to the public first hand, and becoming a part of the Franklin County Emergency Management Team, please contact Franklin County Emergency Management Director, Pamela Brownell. We look forward to hearing from you.

Pamela Brownell

Director
Franklin County Emergency Management
28 Airport Road

Apalachicola, FL 32320

Office: 850-653-8977 x 100

Cell: 850-653-6748

Fax: 850-653-3643

Email: Em3frank@fairpoint.net

Website: www.franklinemergencymanagement.com

MARCIA M. JOHNSON

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FL 32320



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

Clerk's Report 10/1/2019:

1. For information, the following days have been set for holidays for my office for 2020:

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Jr.'s Birthday	Monday, January 20, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Afternoon Seafood Festival Friday	Friday, November 6, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Friday After Thanksgiving Day	Friday, November 27, 2020
Christmas Eve	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020

RESTORE Coordinator Report
October 3, 2019

1- Update on Hurricane Michael State Recovery Grant Program application- As the Board is aware, at the last meeting I had recommended the Board contract with Langton Consultants for \$7500 to make 2 applications to the Hurricane Michael State Recovery Program. The deadline for application was Oct. 1, so the last meeting was the one and only time the Board would hear about the Program and make a decision on whether to apply. At the time of my recommendation I knew there was a requirement that a project had to ask for a minimum of \$1M, so I recommended the Board seek \$1M for improvements to the EOC, and \$1M for county-wide dune restoration.

What I was not aware of until after the Board meeting was that the project needed to be completed by June 30, 2020. I also was not aware that FDEM had been awarded \$1.8M to be directed to 9 counties that need new or updated EOCs, and Franklin County was one of those counties. Pam Brownell, Franklin County EM Director, became aware of the DEM funds after the meeting when she called around to other county EM Directors to find out what they knew about the Hurricane Michael State Recovery Program. It turns out that the EM Directors she contacted were unaware of the Hurricane Michael State Program because DEM had not notified EM Directors of the program, but some of the EM Directors knew about the \$1.8M of FDEM funds. Ms. Brownell knows more than I do, but the FDEM funds can be used for the design and creation of construction plans for new EOCs, or for renovations to existing facilities. With 9 counties eligible it appears that Franklin County should request at least \$200K from this \$1.8M FDEM fund for a new or renovated EOC facility to meet the needs of the county.

I make this comment on the \$1.8M FDEM funds because it directly relates to my revised assessment of the Hurricane Michael State Recovery Grant Program. My revised assessment is that it is not likely the Franklin County would receive any funds from the Hurricane Michael grant program to make a renovation to our existing EOC when FDEM is prepared to allocated funds to Franklin County from their \$1.8M allocation. FDEM is in control of both programs so they have control of how both pots of money will be spent.

I had also recommended the Board request \$1M for dune restoration out of the Hurricane Michael funds. I now know longer make that recommendation for two reasons. One, we have to design and complete the project by June 30, 2020. We don't have any idea of what a good dune restoration program will include because we have not yet done the study, so I was going to drop back and just request several miles of sand fencing because I thought we could install sand fencing with inmate labor and at least get some improvements done before June 30, 2020.. The problem with this idea is that the project has to involve a minimum of \$1M, and if all we are buying is sand fencing we don't need \$1M worth of sand fencing. So with the timeline to get the project completed by June 30, and with the requirement that it be at least \$1M it became apparent to me that it was not worth spending \$7500 of county funds on applications that were most likely not going to get funded. Consequently, I did not complete the assignment to Langton Consulting, and they did not turn in any applications.

The ultimate conclusion from the way FDEM announced the funds, and the limitations they put on the funds, is that this program really is intended to help those counties that lost revenue because of Hurricane Michael, such as Bay County who has

borrowed something like \$250M to deal with Hurricane Michael recovery. Before I reached my conclusion I conferred with representatives of Gulf County who had come to the same conclusion. I also consulted with Mike Langton and he agrees with my conclusion.

2- At the end of the last meeting, Commissioner Parrish asked me about the process for getting LMS projects funded, as Pam and I earlier in the meeting had had a discussion about the possible use of the recently announced \$5M of Hurricane Michael mitigation funds. As the Board may recall, I had told the Board that it was possible some of the lot acquisitions on Alligator Point that the FCMC has assisted the county in writing a grant would need some of the \$5M as the local match. I said there was a 25% local match for any LMS project, and while the state had implied they would assist in the match I was not sure if it will involve all of the lots. I am seeking clarification from FCMC on what the state will match so that the county does not over commit the LMS funds.

Commissioner Parrish asked Michael Moron to contact Ms. Brownell to get a further understanding of how she intended to proceed with submitting LMS projects for funding. I ended up talking to Ms. Brownell first because of the item above, so in my conversation with her I talked over the LMS. She is aware that every LMS project has a local match of 25%, and she is aware that if she recommends an LMS project for the county to do that she will bring the project back to the Board for approval. However, other entities such as the School Board and the cities have projects on the LMS, and if one of those entities wants to apply for an LMS project it will be up that entity to provide the match, and to complete the application. I defer to Pam for any additional comments.

3- On Wednesday, September 18, a Ms. Sierra Anderson, an aide to Senator Scott, called the county office seeking information on where the county stands on Hurricane Michael reimbursement. Mr. Moron asked that I talk to Ms. Anderson about Alligator Drive, and I had a lengthy conversation with her regarding the two projects versus one project that FEMA Regional office in Atlanta is wrestling with.

The conversation then went to how the county was doing in getting FEMA reimbursements. As the Board is aware, the Sheriff's Office has received its \$220K of Category B reimbursements from FEMA so I told Ms. Anderson I knew the money was flowing. I asked her how other counties were doing, and I made the observation that it appeared to me that those counties and cities who had consultants helping navigate the FEMA process were faster in getting their funds. She agreed. At this time, Ms Brownell and Ms. Jennifer Daniels have successfully recouped some \$316K of FEMA funds for Franklin County. These funds include the county's cost in debris removal as well as some other costs, but the county still has at least \$100K outstanding in overtime and other expenses that have not yet been reimbursed. I have looked at the log sheets Ms. Brownell and Ms. Daniels have to convert into the FEMA format and the effort is significant. Now that Ms. Brownell has a consultant, The Management Experts, approved by the Board I wonder whether it would be possible to amend their contract and have that consultant assist Ms. Brownell's office in completing the FEMA reimbursement process.

4- Provide Board with copy of comments made at Legislative Delegation meeting on Monday, September 23, 2019. The Board might have discussion regarding the meeting.

5- I have been working with Ms. Beth Frost, DEO, to develop a Scope of Work for the \$750K of DEO funding awarded Franklin County. At this time I have provided Mr. Shuler a copy of the DEO Grant Agreement for his review. The current Scope of Work approves DEO funding for Alligator Drive, and then, under Section 2.2, "Prepare a plan for at least one (1) additional project that will be repaired or reconstructed as a result of damages from Hurricane Michael." So, after we get Alligator Drive under way the Board and DEO will amend this Grant Agreement to add other projects to utilize the remaining funds. Board action to approve DEO Grant Agreement subject to the County Attorney review. I have provided the Board a copy of the DEO Grant Agreement electronically.

6- Back to Alligator Drive. The state of Florida has now gotten involved with FEMA on our behalf. On Sept. 24, FCMC submitted a position paper to FEMA describing in 21 page detail how and why the reconstruction of Alligator Drive needs to be considered as one project. I have provided the Board a copy of the FCMC drafted position paper electronically.

Notes for the Legislative Delegation Meeting
Monday, Sept. 23, 2019

The Franklin County Board of County Commission would like to inform our delegation of the following concerns.

1. First and foremost, the Board does want to thank Senator Montford for providing Franklin County with \$750,000 of funds through DEO to assist in hurricane recovery. The bulk of those funds are going to provide the local match for the most expensive county road anywhere in the state- Alligator Drive. At this time, the Board has selected a low bid of \$4.71M from Columbia Anderson Contractors. The county is now waiting for FEMA to approve the Scope of Work, and the low bid, before the contractor can go to work.
2. Related to the rebuilding of Alligator Drive, the Board is pursuing funding through the FDEP Beach Erosion Control Program for a beach renourishment program to protect the 1 mile section of Alligator Drive that is being rebuilt. Even though the road is being rebuilt with a sheetpile wall on the south side of the road, the best protection is to push back the Gulf of Mexico so that the waves will not constantly beat against the vertical wall. The Board is seeking \$200K this year for design, and we ask our legislators to support our request and fund the FDEP program. If we get funded for design then next year we would be asking for some \$5M of FDEP construction funds to match with \$5M of county RESTORE funds to build the beach.
3. The Board does support state funding for the Supervisor of Election's Office Icloud Protection. The Board believes improvements mandated by the state to any county program should come with the necessary state funding.
- 4- The Franklin County Emergency Management Director has just become aware that Franklin County was listed as one of the 9 counties who can access \$1.8M of FDEM funds the legislature appropriated last year for EOC improvements in rural counties. Franklin County's EOC is a re-used 1960s National Weather Service building and it is woefully inadequate to operate as an EOC. While the Board appreciates the funding that has been available thus far, it is possible Franklin County, and some of the other 9 counties, will need additional funding this year because \$1.8M will not go far if all 9 counties needs extensive work.
5. After Hurricane Michael, the state of Florida stepped in and absorbed the cost of hurricane debris removal in Franklin County, and other rural counties. The Board appreciates the assistance. Debris management and removal is the single biggest cost associated with hurricane recovery and if the state had not stepped in Franklin County would have easily burned through its full \$1M cash reserves and would have probably had to borrow money at some point during the fiscal year. The Board encourages the state and federal government to come up with a consistent way to assist every county with debris management because it will bankrupt all of us.

6. The state of Florida has encouraged oyster and clam aquaculture throughout the state. In Franklin County, clam and oyster leases created in Alligator Harbor are causing a problem because the state did not create any parking area for the leaseholders. At this time, because of the state issued leases, a neighborhood on Alligator Point has become a parking lot as dozens of leaseholders park along the sides of residential streets with boats and trailers blocking traffic. The county has written the Governor, and your offices have received copies of the letter, where we ask the Governor and Cabinet to consider turning over the old FSU Marine Lab on Alligator Point into a public boat ramp and parking area. The land has been closed off to the public for at least 20 years and now that the state is encouraged an industry in the county it needs to assist in solving the problem the industry is creating. If the old FSU Marine Lab can not be utilized the state needs to assist the county in creating another access point and parking area for the leaseholders.

The letter to the Governor is attached.

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT NUMBER DL012 (“Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and the Franklin County Board of County Commissioners (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

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

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

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

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2019 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2021 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. DEO shall pay Grantee up to ***Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)*** in consideration for Grantee’s performance under this Agreement. DEO may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. DEO shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award

Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures ([https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference Guide For State Expenditures.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference%20Guide%20For%20State%20Expenditures.pdf)).

C. ELECTRONIC FUNDS TRANSFER

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

D. MODIFICATION

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

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S.")). Grantee shall comply with all applicable provisions of s. 215.97, F.S. and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. Records Compliance. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the

requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

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

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3 to audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

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

G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section,

the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

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

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

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

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

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

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

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

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

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

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

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

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

N. PATENTS, COPYRIGHTS, AND ROYALTIES

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

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

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

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

O. INFORMATION TECHNOLOGY RESOURCE

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

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

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

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

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

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

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The

Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

The Governor of Florida's Executive Order 11-116 requires state agency contracts in excess of a nominal value to expressly require Grantee to: (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees Grantee hired during the Agreement term; and (2) Include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the Subcontract. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov>

If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

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

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any

attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS’ FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. Attorneys’ Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys’ fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

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

AA. INDEMNIFICATION

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

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

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

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

4. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
Franklin County Board of County Commissioners	Michael Moron
33 Market Street	33 Market Street
Apalachicola, FL 32320	Apalachicola, FL 32320
(850) 653-9783	(850) 653-9783
Michael@franklincountyflorida.com	Michael@franklincountyflorida.com

DEO's Agreement Manager:

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

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

**FRANKLIN COUNTY BOARD OF
COUNTY COMMISSIONERS**

By _____
Signature

Brian McManus
Title **Chief of Staff**

Date _____

By _____
Signature

Noah Lockley, Jr.
Title **Chairman**

Date _____

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

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

By: _____

Approved Date: _____

**ATTACHMENT 1
SCOPE OF WORK**

1. PROJECT DESCRIPTION: The 2019-2020 General Appropriations Act, line 2314A, appropriated Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) to the Franklin County Board of County Commissioners (“Grantee”) to assist in restoration and repair of infrastructure and facilities damaged during Hurricane Michael.

2. GRANTEE RESPONSIBILITIES: Grantee shall complete the following tasks:

2.1 Reconstruction of Alligator Drive. Funds will be used as local match with funds from the Federal Emergency Management Agency (FEMA). Grantee shall provide DEO’s Agreement Manager with the following:

- 2.1.1** Confirmation of FEMA funding approval;
- 2.1.2** Project Budget;
- 2.1.3** Project Schedule

2.2 Prepare a plan (the “Plan”) for at least one (1) additional project that will be repaired or reconstructed as a result of damages from Hurricane Michael. Grantee shall submit the Plan to DEO’s Agreement Manager for approval. No work shall begin on the project(s) prior to receipt of DEO approval. The Plan shall include the following information:

- 2.2.1** Identification of the road, structure or facility to be repaired
- 2.2.2** Summary of damages to be repaired
- 2.2.3** Estimate or quote for cost of repairs
- 2.2.4** Estimated time to complete the repairs

2.3 Upon receipt of approval from DEO, complete repairs or reconstruction on the project(s) in accordance with the approved Plan.

3. DEO’S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee.

4. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable 1 – Reconstruction of Alligator Drive		
Tasks	Minimum Level of Service	Financial Consequences
Complete reconstruction of Alligator Drive in accordance with Section 2.1 of this Scope of Work.	At a minimum, complete ten percent (10%) of the construction as detailed in Section 2.1 of this Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments: a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion;	Failure to meet the Minimum Level of Service will result in non-payment. Failure to complete reconstruction of Alligator Drive, in accordance with Section 2.1 of this Scope of Work, during the Agreement Period shall result in a financial consequence of one percent of the total award for this deliverable (\$6,000.00).

	<ul style="list-style-type: none"> e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion. <p>Construction progress shall be evidenced by submission to DEO of the following documentation:</p> <ul style="list-style-type: none"> a. Completed AIA Forms G702 and G703, or their substantive equivalents, signed by a licensed professional, certifying to the percentage of project completion; b. Photographs of project in progress; and c. Invoice package in accordance with Section 6 of the Scope of Work. 	
Total for Deliverable 1 Not to Exceed \$600,000.00		
Deliverable 2: Reconstruction/Repair Damaged Road/Structure/Facility		
Tasks	Minimum Level of Service	Financial Consequences
<p>Complete repairs or reconstruction project(s) in accordance with Section 2.3 of this Scope of Work during the Agreement Period. Prior to commencing repair/reconstruction work, Grantee shall submit for DEO's approval the Plan in accordance with Section 2.2 of this Scope of Work.</p>	<p>At a minimum, complete ten percent (10%) of at least one of the repair/reconstruction project(s) in accordance with Sections 2.2 and 2.3 of this Scope of Work. Grantee may request reimbursement upon completion of each project identified in the Plan in the following increments:</p> <ul style="list-style-type: none"> a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion; e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion. 	<p>Failure to meet the Minimum Level of Service will result in non-payment.</p> <p>Failure to complete all projects identified in the Plan, in accordance with Sections 2.2 and 2.3 of this Scope of Work, during the Agreement Period shall result in a financial consequence of one percent of the total award for this deliverable (\$1,500.00).</p>

	<p>Construction progress shall be evidenced by submission to DEO of:</p> <ul style="list-style-type: none"> a. Certification by a professional engineer, using AIA Forms G702 and G703, or their substantive equivalents, that the work has been completed; b. Photographs of the project in progress; and c. Invoice package in accordance with Section 6 of the Scope of Work. 	
Total for Deliverable 2 Not to Exceed \$150,000.00		
TOTAL AWARD NOT TO EXCEED \$750,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, the Minority and Service-Disabled Veteran Business Enterprise Report, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee’s project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Quarterly, Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount

of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: [https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference Guide For State Expenditure s.pdf](https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference%20Guide%20For%20State%20Expenditures.pdf). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period.

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 Photographs of the work in progress in accordance with Section 4, Deliverables, of this Scope of Work;

6.2.5 A copy of all supporting documentation for vendor payments;

6.2.6 Document administrative costs by providing copies of invoices for purchases of materials and equipment directly related to the project and proof of payment (e.g., credit card slips, fronts and backs of

anceled checks, or a zero-balance noted on invoices). For costs related to employee salaries, the following documentation shall be required:

- 6.2.6.1 Identification of each employee who performed tasks under this Agreement;
 - 6.2.6.2 Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
 - 6.2.6.3 Payroll register or similar documentation that shows the employees' gross salary, fringe benefits, other deductions and net pay.
- 6.2.7 A copy of the cancelled check(s) specific to the project; and
 - 6.2.8 A copy of the bank statement that includes the cancelled check(s).

7. RETURN ON INVESTMENT: Grantee is required to provide, on or before July 31, 2019, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

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 DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient 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 DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient 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 recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; 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 DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other 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.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), 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.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, 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 recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 recipient 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 recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
 Department Economic Opportunity
 MSC # 130, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

Electronic copies (preferred):

Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO 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.
5. Recipients, when submitting financial reporting packages to DEO 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 recipient in correspondence accompanying the reporting package.

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

- Remainder of Page Intentionally Left Blank -

EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project *DEPARTMENT OF ECONOMIC OPPORTUNITY; CSFA 40.038; DIVISION OF
COMMUNITY DEVELOPMENT- \$ 750,000.00*

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

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

NOTE: List applicable compliance requirements

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

- Remainder of Page Intentionally Left Blank -

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

County Coordinator's Report
BOCC Regular Meeting
October 1, 2019

1. **Franklin County School District:** I met with the Superintendent and her staff on Friday to discuss if the County would be willing to provide in-kind man hours and use of county equipment to assist with clearing an escape route from the Consolidated School to the School Board's property located next to the Sheriff's Office. The Superintendent would like the 1.3-miles (approximately) escape route to be at least 40 feet wide. Mr. Nabors (Road Superintendent) and Mr. Davis (Solid Waste Director) met with School District staff and Forestry representative, prior to my meeting, to discuss what services the county could offer. I was told that Forestry would attempt to change the route so there are less curves and is willing to provide some of their equipment to assist with clearing the route. After hearing from Mr. Nabors and Mr. Davis on what assistance the County could provide, I would like some direction from the Board. There is a possibility that this project could start before your next regular meeting so is the Board willing to authorize your departments to assist with this project?

Requested Action: Board discussion and possible authorization to allow the Road Department and Solid Waste to assist with the clearing of the escape route.

2. **State Representative Jason Shoaf:** I received an email from Chris Kingry, State Representative Shoaf's Executive Secretary, requesting a list of the most important needs for the county in regard to Hurricane Michael recovery. Representative Shoaf's office would like the items ranked with a dollar amount if possible, submitted to their office no later than October 8th. In conferring with Mr. Alan Pierce, we both agree that the Board should consider a request for the state to take back ownership of Alligator Drive as the number one priority. Mrs. Brownell may have some other suggestions for the Board.

Requested Action: Board discussion on a priority list for State Representative Shoaf.

3. **Legislative Funding:** I have received notices from both Senator Montford's and Representative Shoaf's offices reminding the county of the November 1st deadline to submit a prioritized list for projects for Legislative funding. I would ask the Board to send me any projects you would like on this list as soon as possible to allow time for research for some of the requested information. A copy of the Appropriation Project Request is attached to my report. I would like the Board to prioritize the projects at the October 15th meeting.

Requested Action: Board discussion on possible projects.

4. **Weems Operational Audit:** At your September 3rd meeting the Board authorized Carr, Riggs, & Ingram to perform an operational audit of Weems financials to include billings and collections, revenue cycle, cash management, point of sale and cash security, vendor payments/management/priority, and payroll. The audit is complete, and a copy of the findings and recommendations report was emailed to you earlier and sent to the

Weems Board of Directors for their review. After you have had the opportunity to review the findings and recommendations report, send me your comments, questions, and concerns which I will forward to the Weems Board as they consider their plan of correction. The Weems Board plan of correction will be presented to you at a future meeting.

Requested Action: Board discussion.

- Healthcare Workshops:** At the last meeting, I informed the Board that I would schedule the Healthcare Workshops with Sacred Heart, HCA, and Alliant/TMH on October 1st, 8th, & 15th. Each hospital network would present a plan to partner with the County to provide healthcare. Since the last meeting, HCA has decided that there are no longer interested in a partnership or management agreement to provide healthcare in the County, instead they would offer certain healthcare services to the county, no matter what path is decided upon. Sacred Heart isn't unavailable on the 1st, 8th, and 22nd, so that workshop will be on Tuesday, October 29th at 9am. There is County Court that afternoon starting promptly at 1pm. Alliant/TMH will still make their presentation on October 15th at 1:30 pm here in your meeting room. I requested a copy of both presentations prior to the workshop date for your review. I will invite the Health Department, the City of Apalachicola, and the City of Carrabelle to both workshops. As reminder, the public will have an opportunity to speak during "Public Comments" at the beginning of each workshop.

Requested Action: None/Information item.

- Alligator Point Property:** I received an email (attached) from an Alligator Point resident complaining of a house that has been in a derelict situation since Hurricane Dennis. This email stated issues that included squatters taking up residence in this house, possible health hazards especially with the septic tank, and the lack of maintenance by the financial institution that may now own the house due to foreclosure. I would ask that the Board, as you have done in the past with similar situations, authorize Attorney Shuler to research this matter and contact the current owner about the issues stated in the email.

Requested Action: Authorize Attorney Shuler to investigate the complaints about the property stated in the email and allow him to contact the property owner if necessary.

- County Library Carrabelle Branch:** Over the last few months I have received complaints regarding the manner in which staff and volunteers were treating each other at the Franklin County Library Carrabelle branch during business hours. Some of these complaints rose to the level of possible litigation, so I contacted the County's labor attorney Leonard Carson and asked him to conduct a series of interviews then provide a report that should include conclusions and recommendations. I emailed that report to you yesterday for your review. I concur with Attorney Carson's recommendations, based on his investigation and findings, and ask the Board to strongly consider Item #2, under recommendations, to suspend the use of the daily volunteers until a director is in place to manage both branches. This action may require changes to the Carrabelle

Branch hours of operation as there is one full-time employee and one part-time employee. I will meet with Library Advisory Board members to discuss these new hours. I have not received any complaints from the Eastpoint branch.

Requested Action: Accept the recommendation of the County's labor attorney and halt the use of volunteers at the Carrabelle Branch until a Library Director is in place. This may require temporary changes to the hours of operation at the Carrabelle Branch.

8. **Domestic Violence Awareness Month:** The Refuge House is partnering with the Franklin County Sheriff Department and both senior citizen groups, therefore there will be two Domestic Violence Awareness events this year. The first will be on Wednesday, October 16th at the Holy Family in Apalachicola and the second event will be held on Thursday, October 17th at the Carrabelle Senior Center. Commissioners are invited to attend either, or both, events. Attached to my report is the Domestic Violence Awareness Month proclamation for the Chairman's signature that will be read at both events.
Requested Action: Authorize the Chairman's signature on the Domestic Violence Awareness Month proclamation.

Appropriations Project Request - Fiscal Year 2020-21

For projects meeting the Definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Questions #1 – #20 must be answered for all appropriations project requests, except #14 on information technology and #17 on Services are not required for water projects. Questions #21 - #37 are for water projects only pursuant to s. 403.885, F.S. Also, Question #5 defaults to the “Department of Environmental Protection” for water projects.

Your request will not be officially submitted unless all questions and applicable sub parts are answered.

1. **Title of Project:**

(For Education projects please put the name of the school preceding the title. e.g., "University of XX– new program or new building". For water project please put the name of the County or City preceding the title.)

2. **Date of Submission:** *Leave blank .This field will be auto-generated at the time of submission .*

3. **House Member Sponsor:** *Leave this field blank; the submitting member’s name is automatically generated by the APR system.*

4. **DETAILS OF AMOUNT REQUESTED:**

- a. Has funding been provided in a previous State budget for this activity? Yes No *If answer to 4a is “No” skip 4b and 4c and proceed to 4d, Col E*
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes No
- d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2019-20 (If appropriated in FY 2019-20 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2020-21 (Requests for additional RECURRING funds in Column E are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description:	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated (Recurring plus Nonrecurring: column A + column B)	Recurring Base Budget (Will equal non-vetoed amounts provided in column A)	Additional Nonrecurring Request <i>If you leave Column E as zero, and are not requesting additional nonrecurring funding, there is no need to submit an AP request form. If you need advice on how to proceed with your request or would like to verify that you do not need to submit an AP request form, please call House Appropriations at (850) 717-4810.</i>	TOTAL Nonrecurring plus Recurring Base Funds (Will equal the amount from the Recurring base in Column D plus the Additional Nonrecurring Request in Column E.)
Input Amounts:			<i>{Automatic Calculation}</i>	<i>{Automatic Calculation}</i>		<i>{Automatic Calculation}</i>

5. Are funds for this issue requested in a state agency's Legislative Budget Request submitted for FY 2020-21? Yes No *Select No if LBR's have not yet been submitted for fiscal year.*

a. If yes, which state agency?

b. If no, which is the most appropriate state agency to place an appropriation for the issue being requested?

For example, if the requested issue pertains to services provided to inmates at correctional facilities, the Department of Corrections would be the most appropriate state agency. If the requested issue is for a local emergency management or disaster preparedness issue the correct Department is the Executive Office of the Governor which contains the Division of Emergency Management)

c. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes No

d. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

Description

6. Requester:

a. Name:

b. Organization:

c. Email:

d. Phone #:

7. Contact for questions about specific technical or financial details about the project. *Please check "same" if same as Requester.* Same

a. Name:

b. Organization:

c. Email:

d. Phone #:

8. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None. None

If yes, please provide: *Please supply the name of the primary lobbyist making contacts regarding the request.*

a. Name:

b. Firm:

c. Email:

d. Phone #:

9. Organization or Name of entity receiving funds:

If the entity ultimately receiving the funds is a state agency, the request might not be an appropriations project as defined by House Rule 5.14. Please refer to House Rule 5.14 to ensure that the request fits the definition of an appropriations project.

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

Please note that the County where the funds are to be expended, often is, but may not always be, the County receiving the services. For example, a building may be built in and/or funds expended in Leon County for a particular program that may provide either statewide services or services to Leon, Gadsden, and Wakulla counties.

10. What type of organization is the entity that will receive the funds?

If other (Please describe)

11. What is the specific purpose or goal that will be achieved by the funds being requested?

12. Provide specific details on how funds will be spent. (Select all that apply)

Provide specific details by selecting all appropriate Spending Categories which best reflect the proposed use of the requested funds. If funds are not requested for a Spending Category listed do not select it. In the Description column for each selected category, succinctly describe in detail what the funds in that Spending Category will be used for (E.g., "Salaries will be used to hire a part time driver to assist with delivery of meals.") In the Nonrecurring column, list the amount to be spent on the selected category.

NOTE: The sum of amounts for each Spending Category must equal the total nonrecurring request (See 4d, Column E).

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the
<u>Administrative Costs:</u>			category
a. Executive Director/Project Head Salary and Benefits	Yes No		
b. Other Salary and Benefits	Yes No		
c. Expense/Equipment/Travel/Supplies/Other	Yes No		
d. Consultants/Contracted Services/Study	Yes No		

Spending Category	Choose YES or NO	Description	Non-Recurring (Total should equal 4d, Col. E) Enter "0" if request is zero for the category
<u>Operational Costs:</u>			
e. Salaries and Benefits	Yes No		
f. Expenses/Equipment/Travel/Supplies/Other	Yes No		
g. Consultants/Contracted Services/Study	Yes No		
<u>Fixed Capital Construction/Major Renovation:</u>			
h. Construction/Renovation/Land/Plan ning Engineering	Yes No		
i. u\ u° Ok-j y-α-)			

13. For the Fixed Capital Costs requested with this issue in Question 12, a YES was selected for “h. Fixed Capital Outlay” costs, what type of ownership will the facility be under when complete? (Select one correct option).

If the requested funding includes proposed Fixed Capital Costs as indicated by Question 12h, select the ownership category for the owner of the facility being planned, constructed, renovated, or improved or which represents the owner of land being purchased, improved or surveyed.

If other, please describe:

14. Is the project request an information technology project? Yes No **Water projects skip to #15**

If the requested funding described in Question 12 is for an information technology products or services project, select “YES”. If “NO” is selected there will be no need to answer Questions 14a through f.

- a. Will this information technology project be managed within a state agency to support state agency program goals? Yes No

- b. What is the total cost (all years) to design and build the project?

This project budget should total all non-recurring costs expected over the entire project lifecycle by fiscal year, identifying all one-time costs from project initiation to implementation.

- c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

Operational and maintenance (O&M) costs should total the annual amount necessary to sustain the project once completed, to include personnel (state FTE and contractors), application maintenance (such as annual software as a service (SaaS) licensing/usage costs, hardware lease/purchase), data center services, plant and facility costs (such as call center space or offices for support staff), and any other recurring costs.

- d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes No

- e. What are the specific business objectives or needs the IT project is intended to address?

Provide a clear statement of need that describes the conditions that created, or significantly contributed to, the problem or opportunity being addressed by the project. Document the current status of the program or service and describe in detail all areas that need improvement that the project will address, i.e., current inefficiencies, problems and/or shortfalls.

- f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

Clearly identify the results that must be achieved from the proposed solution that will prove the project was successful. Propose any quantifiable business metrics that could be used to determine project success.

15. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support? Yes No

Please describe:

If you are unable to describe the documented show of support please answer "No". If support for the requested funding is documented select "YES". If "YES", provide in the description in Question 15 the date of approval, the dates of meetings where support was documented, types of meetings, names or numbers of people or organizations writing letters of support or any supporting information regarding the documented support.

16. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes No

Please Describe:

If you are unable to describe the documented study please answer "No". If support for the requested funding is documented by a Study select "YES". If "YES", provide in the description in Question 16a, the title, author and date of the report or study, who requested the study or report, and briefly describe report or study findings which support funding.

17. Will the requested funds be used directly for services to citizens? Yes No

Water projects skip to #18

If the funds requested are for direct services to citizens, select the description that best fits the population group being served. More than one group may be picked. If the group being served is not listed check "Other" and provide a brief description of the group.

- a. What are the activities and services that will be provided to meet the purpose of the funds?

- b. Describe the direct services to be provided to the citizens by the funding requested.

- c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups:"). Select all that apply to the target population:

Elderly persons

Persons with poor mental health

Persons with poor physical health

Jobless persons

Economically disadvantaged persons

At-risk youth

Homeless

- Developmentally disabled
- Physically disabled
- Drug users (in health services)
- Preschool students
- Grade school students
- High school students
- University/college students
- Currently or formerly incarcerated persons
- Drug offenders (in criminal Justice)
- Victims of crime
- General (The majority of funds will benefit no specific group)
- Other
- If Other, please describe:

d. How many in the target population are expected to be served?

If the funds requested are for direct services to citizens, select the numbers of citizens in the group expected to be served. For example if the requested funds will provide meals for 100 low-income seniors, select "51-100" for the number served provided the requested funds were approved.

18. What benefits or outcomes will be realized by the expenditure of funds requested (Select each Benefit/Outcome that applies):

Expected Outcomes from Expenditure of Funds Requested:

First Column, select any number of the listed outcomes that apply. If the expected outcome is not listed for the requested funds, select "Other" and provide a brief description.

Second Column, for each outcome selected, describe the specific measure of the benefit or outcome. For example, an outcome may be improving physical health. A measure may be reduced blood pressure in patients with high blood pressure. Another example may be an outcome of reducing substance abuse. A measure may be clean urinalyses. **Do not select as a measure the number of persons receiving services.**

Third Column, describe how that outcome will be measured. For example, the outcome of improved physical health, where the measure may be reduced blood pressure could be measured by recording the blood pressure of all patients receiving services after 2, 4 and 6 months of treatment and comparing the results to untreated populations and to other populations with differing treatments. On the outcome of reducing substance abuse, the measure may be the percentage of treatment recipients who have clean urinalysis 6 months after completing treatment.

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve physical health		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve mental health		
	Enrich cultural experience		
	Improve agricultural production/ promotion/education		
	Improve quality of education		
	Enhance/preserve/improve environmental or fish and wildlife quality		
	Protect the general public from harm (environmental, criminal, etc.)		
	Improve transportation conditions		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Increase or improve economic activity		
	Increase tourism		
	Create specific immediate job opportunities		
	Enhance specific individual's economic self sufficiency		
	Reduce recidivism		
	Reduce substance abuse		
	Divert from Criminal/Juvenile justice system		

Check each that applies	Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the Method for measuring level of benefit or outcome
	Improve wastewater management		
	Improve stormwater management		
	Improve groundwater quality		
	Improve drinking water quality		
	Improve surface water quality		
	Other (Please describe)		

19. Provide the total cost of the project for FY 2020-21 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total <i>(Automatically Calculates)</i>	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request:	<i>{Automatically pulls from request Total 4.d. Col E}</i>	<i>{Automatic percentage calculation}</i>	N/A
2. Federal:		<i>{Automatic percentage calculation}</i>	Yes No <i>{ yes/no required for any positive answer in Amount}</i>
3. State: (Excluding the requested Total Amount in #4d, Column F)		<i>{Automatic percentage calculation}</i>	Yes No <i>{ yes/no required for any positive answer in Amount}</i>
4. Local:		<i>{Automatic percentage calculation}</i>	Yes No <i>{ yes/no required for any positive answer in Amount}</i>
5. Other:		<i>{Automatic percentage calculation}</i>	Yes No <i>{ yes/no required for any positive answer in Amount}</i>
U			

20. Is this a multi-year project requiring funding from the state for more than one year? Yes No

a. How much state funding would be requested after 2020-21 over the next 5 years?

Estimate the approximate probable total state funding that will be requested over the next 5 years, including the current request. Include both nonrecurring funding needed and annual operating funding that will be requested when you chose an answer.

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

Provide the total nonrecurring cost of the project for all years assuming the project has a beginning and a completion. Include all funds required to complete the project including federal, state, local and other funds needed. For any projects that are ongoing in nature (such as recurring administrative or operating costs, or ongoing costs to provide services) select "on-going activity – no total cost"

The questions below are additional questions for water projects only

21. What is the revenue source of ongoing operating Funds?

Input the revenue source that will be used for any ongoing operating costs (e.g., ad valorem, gas tax, stormwater fee, etc.)

22. Has local approval been given for ongoing operating funds? Yes No

Indicate "Yes" or "No" if the local government that will be providing the ongoing operating funds has given approval. An example of local approval would be an approved motion at a county commission meeting to fund the ongoing operating funds for the project.

23. Have you applied for alternative state funding?

If Other, please describe:

24. Has project been addressed in a local, regional, or state plan? Yes No

Indicate "Yes" or "No" and if yes, input the name of the plan and cite the page numbers in the plan that refer to the requested project. An example of a local plan is the City of Miami Beach Stormwater Master Plan. An example of a regional plan is the Regional Water Supply Plan by the Central Florida Water Initiative. An example of a state plan is the Florida Forever Five Year Plan.

a. If Yes, Insert Plan Name and Cite Page Numbers

25. Is the project for a financially disadvantaged community? Yes No

Indicate "Yes" or "No" if the project is for a financially disadvantaged community as defined in [Chapter 62-552, F.A.C.](#)

26. What is the population economic status?

27. What is the status of planning?

Planning is the systematic identification of project tasks, task schedules, and resources required for task accomplishment. Select the planning status as of the date that you are filling out the form. Select "Ready" if the project planning process has begun or is completed. Select "Not Ready" if the planning process has not been initiated.

28. What percentage of the planning process has been completed?

Input the percentage of the project planning process that has been completed as of the date that you are filling out the form. If the planning process has not begun, input 0%.

29. What is the estimated planning completion date?

Input the estimated date when the planning process will be completed. If already complete, input the date the planning process was completed.

30. What is the status of design?

Design is a model, sketch, drawing, outline, description, or specification used to create the vision of that which is to be created. Select the design status as of the date that you are filling out the form. Select "Ready" if the project design process has begun or is completed. Select "Not Ready" if the design process has not been initiated.

31. What percentage of design has been completed?

Input the percentage of the project design process that has been completed as of the date that you are filling out the form. If the design process has not begun, input 0%.

32. What is the estimated design completion date?

Input the estimated date when the design process will be completed. If already complete, input the date the design process was completed.

33. List all required permits

Input all of the permits that are required to complete the project. Permits could be required by federal, state, and local governments.

34. What is the status of permitting?

It is likely that a permit(s) will be required for a water project. Select the permitting status as of the date that you are filling out the form. Select "Planned" if no permit requests have been submitted yet. Select "Submitted" if permit requests have been submitted and are pending but have not yet been received. Select "Received" if the permits have been received.

35. What is the status of construction?

Construction is the actual building or implementation of the project. Select the construction status as of the date that you are filling out the form. Select "Ready" if the project construction process is ready to begin or has begun. Typically the construction process is only ready when the planning, design, and permitting processes have been completed. Select "Not Ready" if the construction process is not ready to begin and planning and/or design still need to be done.

36. What percentage of construction has been completed?

Input the percentage of the project construction process that has been completed as of the date that you are filling the form. If the construction process has not begun, input 0%.

37. What is the estimated completion date of construction?

From: LINDA BURNS lindawashere@mindspring.com 
Subject: Condemning a property in Alligator Point?
Date: September 25, 2019 at 11:42 AM
To: bert@franklincountyflorida.com, michael@franklincountyflorida.com

LB

Dear Commissioner Boldt and Coordinator Moron,

I live in Alligator Point on Mardi Gras Way, and across the street from a property that should be condemned and torn down.

This is not a case from Hurricane Michael of a derelict out of town owner or someone fighting with the insurance company before fixing it back up.

This property has been unlivable since Hurricane Dennis, when it went into foreclosure, but there were squatters living in the house up until Hurricane Michael, so the bank did nothing but a drive by every month to take photos.

After Michael, it got so bad even the homeless alcoholic guy moved out. I flagged down the bank guy on his monthly drive by and made him walk around the house and into it, and that's when he changed the locks and the bank was notified that it was finally empty.

The bank hired someone to clean up the exterior property and maintain the yard, so they wouldn't get a violation for looking like a junkyard, but it's a health and human safety issue on the inside and out.

In addition, the house finally went up for auction and the bank bought the property back for \$100 so there is clear ownership for violations and accountability. With a \$750K lean on the property, no one will touch it.

The roof has numerous holes (and has since Dennis) leading to ceiling holes in all the rooms. The interior and exterior walls are crumbling and full of holes. The interior floors are unsafe to walk on in many places. The front steps and back porch have detached from the house. The interior is covered in black mold (and has been for at least a decade), which extends to parts of the shaded outside wood as well. The house is not secure to keep rodents, bats, raccoons and bears out, let alone curious onlookers. With all the water access inside, the nails and screws are finally giving way for more rot, which seems to be moving along quickly. The septic tank has a depressed hole and is covered by a piece of wood. It's probably leaking or broken and empty. The property is dangerous and a health hazard, and it seems as if the bank just wants to wait til it caves in on itself since it's so expensive to demo because the property sits on the canal.

I'm writing you today to find out the appropriate office or offices to file as many legitimate complaints as the property warrants. The bank apparently won't do much until violations start to stack up, so this is the process I believe needs to happen before I can make more complaints to the bank for accountability. Everyone on my street is in agreement on this and will gladly join in on the complaints once we understand the process and where we should start.

Any help you can offer would be greatly appreciated.

Thank you for your time,

Linda Burns
20 Mardi Gras Way
Alligator Point

***Franklin County Proclamation
Declaring October 2019 As
Domestic Violence Awareness Month***

Whereas, domestic violence is epidemic in our nation, state and county, resulting in thousands of battered victims, traumatized children and broken families each year, crossing all economic, racial and social barriers; and

Whereas, the children in violent homes are also in danger of victimization and are more likely to succumb to drug abuse, truancy, and emotional disturbances, and are likely to exhibit violent and unlawful behavior in later life than children raised in abuse free homes; and

Whereas, domestic violence is both a violation of an individual's privacy, security and humanity, and is a crime which impacts society as a whole, then we conclude that perpetrators of domestic violence must be held accountable for their actions; and

Now Therefore, I, Noah Lockley, Jr., by the authority vested in me as The Chairman of Franklin County Board of County Commissioners, do hereby declare the month of October 2019 as

Domestic Violence Awareness Month

in the County of Franklin and ask all our citizens to join together to declare the County of Franklin a Zero Tolerance Zone for domestic violence. Further we ask our citizens to work with established agencies, and as individuals, to provide women and children the safety which should be theirs by right.

In witness whereof I have set my hand and caused the seal of this county to be affixed.

Passed and adopted this 1st day of October 2019.

Noah Lockley Jr., Chairman

Attest:

Marcia M. Johnson, Clerk of Courts

The Law Office of Thomas M. Shuler, P.A.
Apalachicola, Florida 32320

Phone: 850-653-1757

Fax: 850-653-8627

Email: mshuler@shulerlawfl.com

Mailing Address:

40-4th Street

Apalachicola, FL 32320

September 27, 2019

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

For: October 1, 2019 Board Meeting

Action Item

1. Humane Society

Mr. Bud Hayes, who informs me that he is the President of the Humane Society, and myself agreed that the Humane Society would re-open the road on or about September 19, 2019 and leave it open until we resolved whether the road is or is not a public road.

Because of the agreement I reached with Mr. Hayes, I have intentionally limited my time spent on this matter until after the October 1, 2019 meeting.

I requested that Mr. Hayes simply reopen the road and go back to the status quo, but he represents that the Humane Society does not want to return to the status quo voluntarily, or words to that effect. Status quo meaning that the road remains open and unregulated as it has for in excess of 30 years.

On behalf of the Humane Society, Mr. Hayes made the following settlement offer which the rules of professional responsibility require that I bring to your attention; to wit: The Humane Society requests that Franklin County regulate the use of the gun range daily such that it does not allow shooting between the hours of 9 a.m. and 3 p.m. daily.

Board Action: Does the board accept or reject the settlement offer? If not accepted, does the board want to make a counter-offer of settlement?

Non-Action Items

2. Lanark Village Fire Department

To my knowledge, Mr. Curry, and perhaps others, continue to reside in the fire house in Lanark Village. Therefore, I am going to proceed with the lawsuit to enforce the zoning code. The zoning designation of the fire house specifically prohibits residential use.

3. Bay City Work Camp (Warehouse and Rehab. Center)

I have delivered a proposed contract and deed to the sheriff concerning the use of part of the Bay City Work Camp for a duly licensed drug and alcohol rehabilitation center. A copy of each are attached for your consideration. These are not ready for execution. I am still tweaking the language of the contract and the reverter provision in the deed.

Also, I emailed the Methodist Church group and notified them to vacate all of the personal property and emergency supplies they have stored there by the deadline discussed with the board at the last meeting, which gave them until October 7, 2019; to wit: 14 days, plus 5 days for mail time. The deadline fell on a Sunday, so I gave them until the next business day, October 7, 2019, to vacate.

4. Jimmy Sadler – Airport road right of way infringement

Mr. Sadler no longer resides in Franklin County, but I finally located his son, Jimmy, Jr., who reported to me this week that he has relocated all but one vehicle and is looking for a lawn mower to cut the grass. Since he is being responsive voluntarily, I have not contacted the Sheriff's Department to red tag and tow away the vehicles.

5. Kirvin Floyd Lawsuit Update

Mr. Floyd and his team continue to review the proposal discussed during mediation.

6. Miller Street in the subdivision known as Lanark by the Gulf a/k/a Lanark by the Sea

After due inspection of the public record. I have concluded that the unopened portion of Miller Street is not a public road and the county has no obligation to build a road.

7. Waste Management CPI Adjustment

I reviewed the contract as well as the Department of Labor's website. The CPI adjustment is correct.

8. Weems Hospital – Obsolete Equipment

I have provided Nikol Tschaepe with guidance and directions for the proper disposal of the equipment you declared obsolete last meeting.

9. Debbie Belcher – Eastpoint Fire

I have requested that Ms. Belcher send me the title information on the properties she wants you to consider taking back a chattel mortgage on because some parties do not own the real estate that the property sits on.

Respectfully Submitted,

Thomas M. Shuler
Franklin County Attorney

Contract

WHEREAS, (insert corporate name) has requested that Franklin County allow it to use the five acres, more or less, of the fenced in area of the Bay City Work Camp enclosing the dormitories and administration building west of Apalachicola, Florida, for use as a drug and alcohol rehabilitation center for the Panhandle area of Florida. (Hereinafter "Bay City Work Camp" or "Property"); and,

WHEREAS, (insert corporate name) is a duly incorporated Florida non-profit charitable organization and shall maintain that status throughout the duration of this contract; and,

WHEREAS, Franklin County has determined that the use of part of the Bay City Work Camp by (insert corporate name) as a duly licensed drug and alcohol rehabilitation center for the Panhandle is in the public's interest and will allow the use of the Property for that purpose only, but that Franklin County has also determined that Franklin County, including all of its residents and visitors, shall not now, or in the future, provide any ad valorem or any non-ad valorem funds from any source for any part of the costs of the rehabilitation center, including, but not necessarily limited to, the capital and non-capital costs for licensing, insurance, housing, maintenance, repairs, administration, staff or operation of the rehabilitation center; and,

WHEREAS, Franklin County has determined that (insert corporate name) shall fully bear all of the risk, liability and costs of the rehabilitation center, including, but not necessarily limited to all direct damages, indirect damages, consequential damages, special damages, punitive damages, and statutory damages; and,

WHEREAS, (insert corporate name) agrees that it and not Franklin County shall fully bear all of the risk, liability and costs of the rehabilitation center, including, but not necessarily limited to, all claims, fines, injuries, deaths, damages, indirect damages, consequential damages, special damages, punitive damages, statutory damages, reasonable attorney fees and costs, including all such fees and costs incurred during any administrative, trial and appellate proceedings, and agrees to hold harmless and indemnify Franklin County from the same which arise from or are related to the rehabilitation center which is the subject of this contract; and,

WHEREAS, Franklin County has determined that it is in the public interest for the parties to obtain a survey and convey the Property by deed to (insert Corporate name) subject to a reverter clause. A copy of the agreed upon deed and reverter clause is attached hereto as Exhibit "A;" and,

WHEREAS, (insert corporate name) shall be responsible for obtaining and maintaining, at its sole cost and responsibility, all permits and licenses required by the State of Florida to operate a drug and alcohol rehabilitation center;

[remainder of this page left blank intentionally]

_____ (initial for charitable organization) _____ (initial for county)

NOW THEREFORE, FRANKLIN COUNTY, a political subdivision of the State of Florida, whose address is 33 Market Street, Suite 203, Apalachicola, Florida 32320, and (insert corporate name), a Florida non-profit charitable corporation, granted tax exempt organization number 84-2530255, whose address is __, Florida 3232__, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged, agree and contract as follows:

1. All of the preceding recitals are incorporated herein and made a part of this contract.
2. (insert corporate name) agrees that Franklin County, including all of its residents and visitors, shall not now, or in the future, provide any ad valorem or non-ad valorem funds from any source for any part of the costs or expenses of the rehabilitation center, including, but not necessarily limited to, the capital and non-capital costs and expenses for licensing, insurance, housing, maintenance, repairs, administration, staff or operation of the rehabilitation center. It is the intent of the parties that Franklin County, including all of its residents and visitors, shall have zero financial responsibility or obligation for the rehabilitation center (this provision does not ~~prevent include~~ voluntary contributions from residents and visitors of Franklin County). Furthermore, it is the intent of the parties that (insert corporate name) alone shall be responsible for obtaining or raising 100% of the money for the rehabilitation center from sources other than Franklin County, a political subdivision of the State of Florida.
3. *(insert corporate name) in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged, hereby indemnifies and holds Franklin County harmless from all claims, fines, injuries, deaths, damages, indirect damages, consequential damages, special damages, punitive damages, statutory damages, reasonable attorney fees and costs, including all such fees and costs incurred during any administrative, trial and appellate proceedings which arise from or are related to the rehabilitation center which is the subject of this contract.*
4. Franklin County shall record a deed conveying to (insert corporate name) the Property subject to a reverter provision as shown on Exhibit "A" within 30 days of its receipt of a surveyed legal description of the Property.
 - 4-a. It being understood and agreed that all improvements to the property shall become the property of Franklin County upon reversion of title back to Franklin County.
5. (insert corporate name) shall annually file with Franklin County a copy of its corporate tax return and financial statement to evidence its compliance with the terms of this contract.
6. Franklin County's waiver of breach, on one or more occasions, of one covenant or condition of this contract is not a waiver of breach of others, or of subsequent breach of the one waived.
7. In the event of any dispute between the parties arising from or related to this contract, then Florida law shall govern and exclusive venue shall be in Franklin County, Florida, and not in any other place.

8. In the event of any dispute between the parties arising from or related to this contract, each party shall be responsible for its own attorney fees and costs.

_____ (initial for charitable organization) _____ (initial for county)

9. Each person signing the contract represents that they are duly authorized to execute this contract on behalf of the entity for whom they are signing.

9-10. This contract may only be modified by a writing signed by both parties.

Before signing, each party is required to initial each preceding page to evidence that they have read all of the terms of this contract.

Franklin County, a political subdivision of the State of Florida

By: _____
Noah Lockley, Jr., Its Chairman

ATTEST

By: _____
Marcia Johnson, Clerk of Court

Approved as to form and legal sufficiency

By: _____
Thomas M. Shuler, County Attorney

(insert corporate name)

By: _____
_, its _

ATTEST:

By: _____
_, Its secretary

THIS INSTRUMENT PREPARED BY :
Thomas M. Shuler, Esquire of the :
Law Office of Thomas M. Shuler, P.A. :
40 4th Street :
Apalachicola, Florida 32320 :

Parcel I.D. No:

WARRANTY DEED SUBJECT TO REVERTER PROVISION

THIS INDENTURE, made this ____ day of _____, 2019, between FRANKLIN COUNTY, a political subdivision of the State of Florida, whose address is 33 Market Street, Suite 203, Apalachicola, Florida 32320, grantor, and (insert corporate name), a Florida non-profit charitable corporation granted tax exempt organization number 84-2530255, whose address is __, Florida 3232__, grantee,

WITNESSETH, That said grantor, for and in consideration of the sum of --(\$1.00)--, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold grantee, and grantee's heirs and assigns forever, subject to the Reverter Provision, the following described land, situate, lying and being in FRANKLIN County, Florida, to-wit:

(insert legal description)

REVERTER PROVISION: Provided that the land shall not be sold or conveyed and shall be used only as an alcohol and drug rehabilitation center duly licensed by the State of Florida, and, provided further that, title to the land shall revert back to Franklin County should it, or any part of it, be sold or conveyed, or if the land cease to be used as a alcohol and drug rehabilitation center duly licensed by the State of Florida, or if the land, or any part of it, is used for any other purpose than a duly licensed drug and alcohol rehabilitation center, or if the State of Florida fails to issue a license to Grantee within two years of the recording of this deed to operate an alcohol and drug rehabilitation center. This reverter provision ~~goes into effect and may be enforced upon the violation of~~ ~~if any one or more of the above recited conditions occur.~~ Grantor's waiver of breach, on one or more occasions, of one covenant or condition of this deed is not a waiver of breach of others, or of subsequent breach of the one waived.

SUBJECT TO all easements, restrictions and reservations of record, which are not specifically reimposed by this instrument.

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

*"Grantor" and "grantee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written and caused these presents to be executed in the name of Franklin County by its Board of County Commissioners acting by the Chairman, the day and year aforesaid.

FRANKLIN COUNTY, a political subdivision of the State of Florida.

Noah Lockley, Jr., Its Chairman, Grantor

ATTEST:

Marcia M. Johnson, Clerk of Court

(seal)

Signed, sealed and delivered in our presence:

Witness: _____

Witness: _____

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged on this ____ day of _____, 2019, by Noah Lockley, Jr., as Chairman of the Board of the Franklin County Board of County Commissioners on behalf of Franklin County, a political subdivision of the State of Florida, who is either (____) personally known to me or (____) produced _____ as identification and who did not take an oath.

Notary Public: _____

My Commission Expires: _____

FRANKLIN COUNTY

REPLY TO:
BOARD OF COUNTY COMMISSIONERS
33 MARKET STREET, SUITE 203
APALACHICOLA, FL 32320
(850) 653-8861, EXT. 100
(850) 653-4795 FAX



REPLY TO:
PLANNING & BUILDING DEPARTMENT
34 FORBES STREET, SUITE 1
APALACHICOLA, FL 32320
(850) 653-9783
(850) 653-9799 FAX

September 25, 2019

Ms. Melissa Shirah
Deputy Chief
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Dear Ms. Shirah:

Please accept this letter in support of the application by the Dog Island Conservation District (DICD) for the Office of the Governor, Florida Division of Emergency Management Hurricane Michael Specific Appropriation 2645A State Recovery grant program. The Franklin County Board of County Commissioners appreciates the efforts that they, (the residents) and their Board have done to maintain the island consistent with their charter, especially considering the limited funding available for the island. This grant will allow the DICD to conduct the needed work to fix infrastructure and to conduct cleanup of the coastal zone damaged by Hurricane Michael. Stabilizing the public sand roads on the island will provide relief and a measure of safety and security to the residents. Beach debris cleanup supports and protects the fragile coastal ecosystem and provides a pristine backdrop for the many local beach visitors that use the island for recreation.

As is true for many of the other local areas, DICD does not have the financial means to recover from a Hurricane Michael and unfortunately the County is not in a position to fund these projects with the backlog it faces. Dog Island is, however, an important part of the ecological, cultural and recreational heritage of Franklin County and we appreciate that the DICD Board of Directors has taken independent action to seek funding to preserve the integrity of the island and keep residents and visitors safe.

Sincerely,

Noah Lockley Jr.

RICKY D. JONES
DISTRICT ONE

BERT B. BOLDT II
DISTRICT TWO

NOAH LOCKLEY, JR.
DISTRICT THREE

JOSEPH PARRISH
DISTRICT FOUR

WILLIAM MASSEY
DISTRICT FIVE

Chairman



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

September 20, 2019

BY ELECTRONIC MAIL

(mike.goda@green-leaf.us)

MINOR PERMIT REVISION

Sunset Beach/300 Ocean Mile Utility
Cooperative Inc.
Michael Goda, President
P.O. Box 876
Eastpoint, Florida 32328

Sunset Beach/300 Ocean Mile Utility Co-Operative WWTF
Revision File No.: FLA010073-007-DW3
Rehabilitation/Replacement of 4 Absorption Beds at WWTF

Dear Mr. Goda:

This letter serves as a minor permit revision to the currently active Sunset Beach/300 Ocean Mile Utility Cooperative Inc. Wastewater Treatment Facility (WWTF) Permit No. FLA010073-006-DW3P, issued and effective July 10, 2013, and which expires on July 9, 2023.

This permit revision is assigned File No. FLA010073-007-DW3, and the following minor facility modifications are approved.

The purpose of this minor facility modification is to rehabilitate/replace the existing 4-cell land application absorption beds for land application of reclaimed water. The beds will be replaced with no change in capacity, operation, or structural features. One bed will be replaced each year during the low-use winter months, until all 4 beds are completed. The beds are 80 ft by 100 ft in size and consist of a layer of mineral aggregate with perforated 4-inch PVC distribution pipes laid on 6-foot centers and topped with mineral aggregate to cover the areas between the pipes and just to the top of the pipes. The pipes are then covered by a layer of felt material, and then a grassed sand cap is placed over the beds.

The project is located at the Sunset Beach WWTF, south of E Gulf Beach Drive and west of the entrance to St. George Island State Park on St. George Island, Franklin County, Florida.

The construction shall be in accordance with the permit revision application and the permit revision application construction drawings certified on September 18, 2019, by George J. McDonald, P.E., for the minor wastewater facility modifications described herein.

All other monitoring requirements, permit limits, and the permit expiration date in the current permit remain unchanged. This letter shall be attached to and become part of Wastewater Permit File No. FLA010073-006-DW3P.

If you have any questions concerning this permit minor revision, please contact Traci Matthews at email address traci.l.matthews@floridadep.gov, or at phone number (850) 595-0609.

Sincerely,

Handwritten signature in blue ink that reads "William A. Evans Fol".

Kimberly R. Allen
Permitting Program Administrator

Attachments:
Site Plan
Example Absorption Bed Construction

cc:

George J. McDonald, P.E., McDonald Group International, Inc. (george@mcdonaldgroup.com)

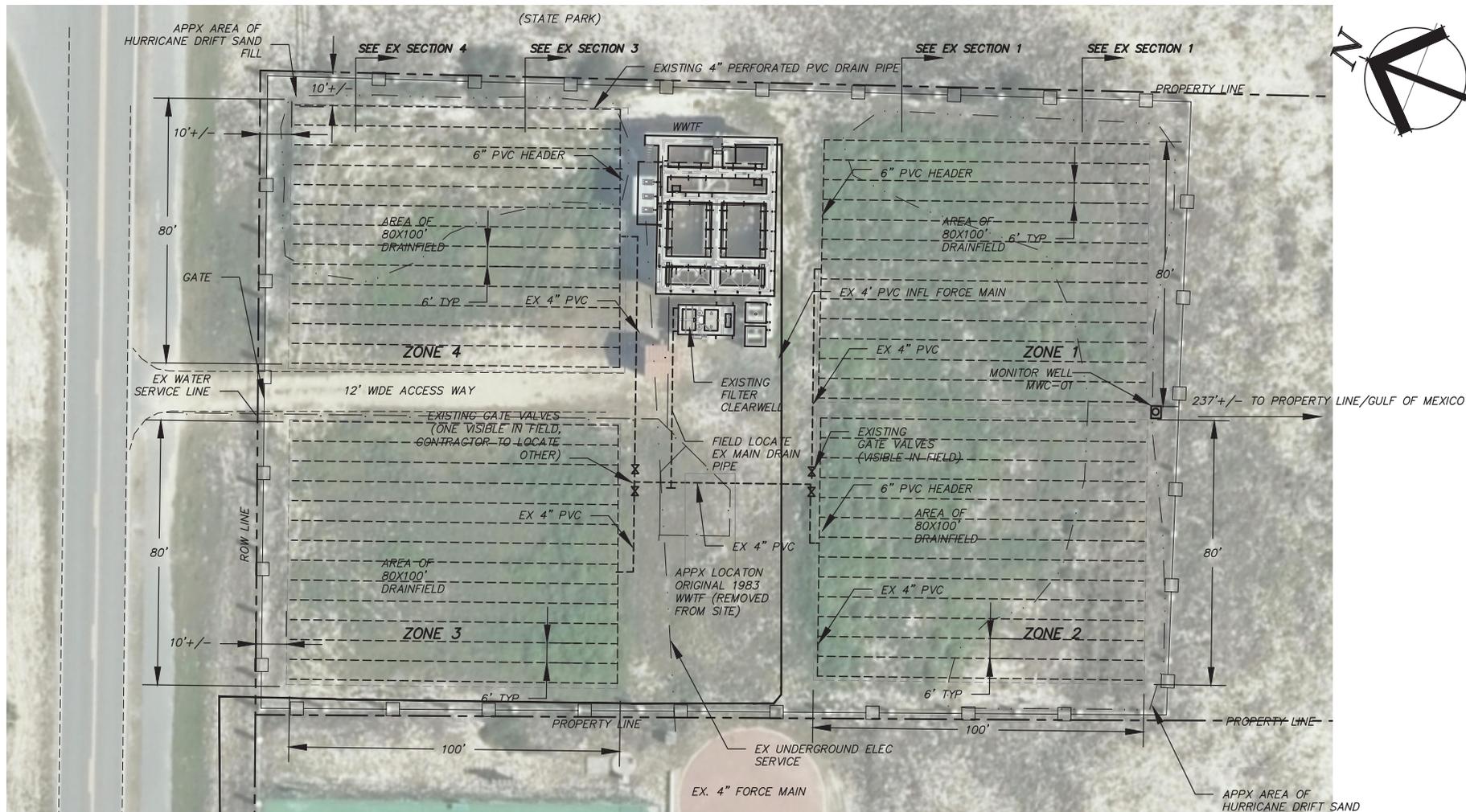
Josh Hodson, Park Manager, St. George Island State Park (Joshua.Hodson@dep.state.fl.us)

Lori Hines, Secretary/Deputy Clerk to the Board, Franklin County (lhines@franklinclerk.com)

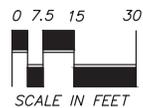
Michael Morón, County Coordinator, Franklin County (michael@franklincountyflorida.com)

Zachary Hodges, Environmental Health Director, Florida Department of Health Franklin County
(Zachary.hodges@flhealth.gov)

Michael Fuller, DEP NWD Panama City Office (Michael.Fuller@FloridaDEP.gov)



(TENNIS COURT) **EXISTING TREATMENT PLANT AND ABSORPTION BED**



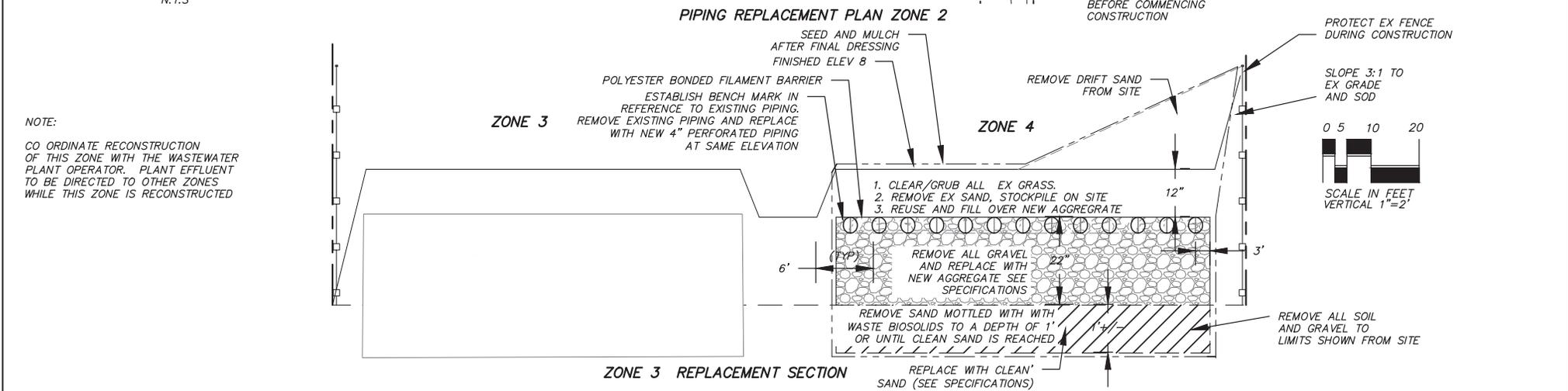
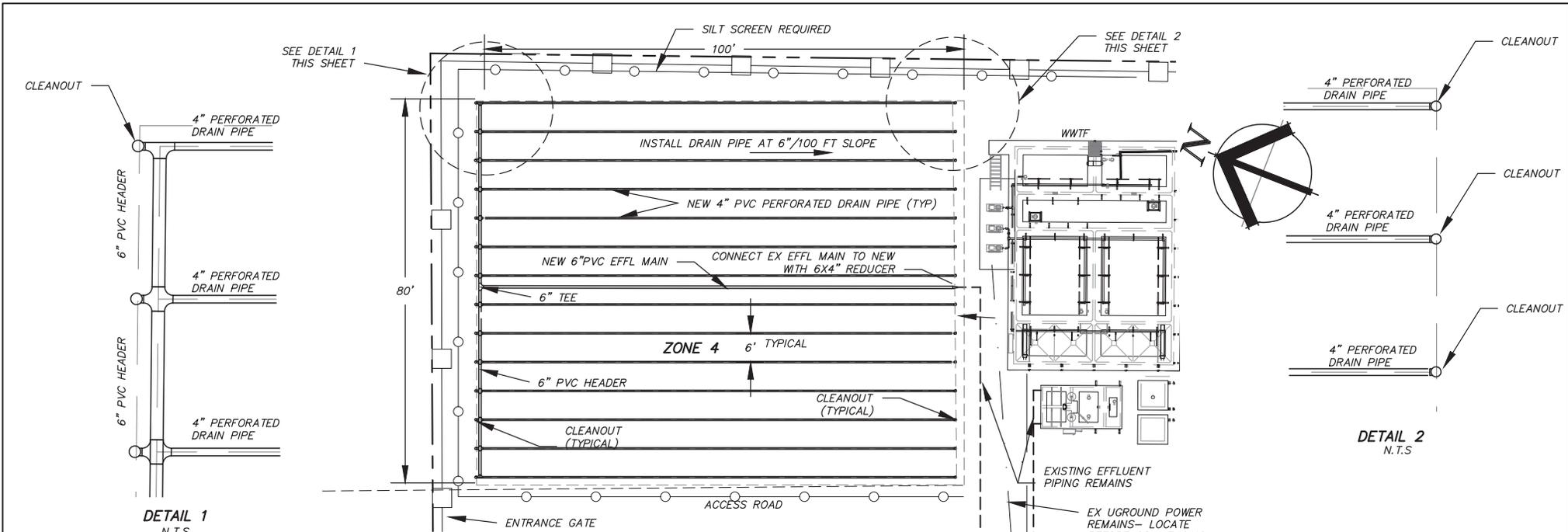
- PLAN NOTES:
 1. EXISTING DRAINFIELD PIPING BASED ON 1983 PLAN BY JACOBSON, CREEKMORE AND FABRE; FORCE MAIN AND PIPING FROM WWTf BY DRAWING BY MACK CONCRETE, 1995
 2. AERIAL IMAGE BY FDOT 2016
 3. THIS PLAN IS NOT A SURVEY

REVISIONS		
DATE	BY	DESCRIPTION


McDONALD GROUP INTERNATIONAL, INC.
 CA-0007580
 9030 S. BRITANNY PATH INVERNESS FLORIDA 34452
 (352) 637-1652 FAX (888)523-0884
 gmcdonald@mcdonaldgroup.com

SUNSET BEACH	
CLIENT PROJECT	
ABSORPTION BED REPLACEMENT	
COUNTY	FRANKLIN

EXISTING SITE PIPING PLAN
SHEET NO. 3



NOTE:
 CO ORDINATE RECONSTRUCTION OF THIS ZONE WITH THE WASTEWATER PLANT OPERATOR. PLANT EFFLUENT TO BE DIRECTED TO OTHER ZONES WHILE THIS ZONE IS RECONSTRUCTED

REVISIONS		 McDonald GROUP INTERNATIONAL, INC. 9030 S. BRITANNY PATH INVERNESS FLORIDA 34452 (352) 637-1652 FAX (888)523-0884 gmcdonald@mcdonaldgroup.com	CA-0007580 SUNSET BEACH CLIENT PROJECT ABSORPTION BED REPLACEMENT	REPLACEMENT ZONE 4	SHEET NO. 9
DATE	BY DESCRIPTION				
			COUNTY FRANKLIN		

September 21, 2019
PO Box 121
Port Austin, MI 48467

Franklin County Board of Commissioners
33 Market St. Suite 305
Apalachicola, FL 32320

Dear Sir:

Subject: The St. George Island Dog Problem

We have been visiting St. George Island since 2004 to get away from the cold Michigan winters. During those years we have become involved with a group of 12 to 14 people who we meet with each year. Unfortunately, during those years St. George has went from a great and beautiful place to visit to one that is loaded with animals and dog crap just about everywhere you go. So, next year will be our last on St. George since we all agree it is becoming a place with growing problems and prone to disease.

While I am not against people having a pet, and we have had 3, what is going on St. George Island is plain ridiculous. In today's world, pet owners tend to think that their pet has far more rights than those of us who do not have pets or travel with them.

This past February while taking my daily morning walk, I went thru the parking lot by the St. George Inn. A couple were packing their car and I wished them a good morning. Suddenly a dog came flying out and started going after my ankles. I hollered at the dog and it finally stopped. Believe it or not that couple then started hollering at me for mistreating their dog. And it was not on a leash.

On another occasion, I walked into the SGI Fresh Market. Located in front of the meat counter are two high top tables with chairs. A couple were setting at the table eating doughnuts. Also setting on top of the table was a small dog eating off both plates. Absolutely disgusting.

While walking on the beach I followed a lady with 4 big dogs. Every so often she stopped while one of the dogs took a crap. Did she pick it up? No. She merely took her foot and covered the crap over with sand and moved on.

Most of our group takes walks during the day. It is not uncommon to walk past a house and suddenly a dog comes flying out from behind the house in the attack mode. We now all carry pepper spray to protect ourselves. And recently it was reported the average legal settlement from a dog bite is \$4000.

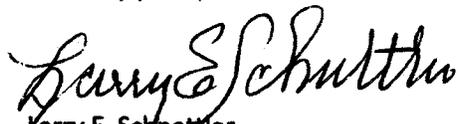
During our visits to many of the bars on the Island, no matter how crowded it is, people will bring in not only one dog but at times two or three. The dogs sprawl out on the floor and every so often someone will by accident step on the dog's tail or foot. The owner does not move their dog but then gets in an altercation with the other person. We have seen this happen a number of times. What is even more amazing is these establishments serve food and many times the dog owner puts his plate on the floor so their dog can eat from it. Absolutely disgusting

Here in Michigan, the law is that no pets are allowed in establishments that serve food with one exception and that is a certified service dog is allowed. I'm not sure what Florida law is regarding pets but I can't believe that animals are allowed in all these establishments on St. George Island. Matter of fact, just recently on TV they were discussing some unique diseases that people are acquiring from their pets. Just imagine a dog licks its butt and then shares food with their owner which we saw a number of times while on the Island.

Rather than deal with this growing problem we will be making next February our last time on St. George Island. None of us want to get sick or want to deal with another people's dog.

Might suggest that you change the name of St. George Island to Kennel Island which would be more descriptive of the type of place it is. And, I would welcome more police presence on the Island to keep peace between people's pets and their owners vs. those of us who just want to enjoy ourselves and not be attacked.

Sincerely yours,


Larry E. Schuttler



Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Brett J. Cyphers
Executive Director

Phone: (850) 539-5999 • Fax: (850) 539-2777

September 27, 2019

The Honorable Ron DeSantis, Governor
Plaza Level, The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

Subject: Northwest Florida Water Management District
Adopted Budget for Fiscal Year 2019-20

Dear Governor DeSantis:

The Northwest Florida Water Management District respectfully submits the District's Adopted Budget for Fiscal Year (FY) 2019-20 in accordance with section 373.536, Florida Statutes.

On September 26, 2019, the District's Governing Board adopted a \$73.7 million budget, which uses the rolled-back millage rate for taxpayers while maintaining a focus on priority areas including funding of water quality projects that help maximize nutrient reductions, consistent with Executive Order 19-12.

The District's budget is built on a foundation of projects that are directly in line with its statutory mission of water quality, water supply, natural systems, and flood protections, including:

- \$43.8 million for springs projects. This funding will enable the District to implement restoration projects for Wakulla Spring; Jackson Blue Spring; and springs associated with the St. Marks River, Chipola River, Econfina Creek, and Holmes Creek.
- \$6.1 million for watershed restoration. This funding will facilitate continued efforts to protect and restore water quality and estuarine habitats in the Apalachicola River and Bay system through the implementation of cooperative water quality improvement projects and best management practices. This funding will also support assessment and stormwater treatment benefitting St. Joseph Bay, improved stormwater treatment and management in the St. Marks River watershed, and continued project planning to benefit watersheds across northwest Florida.
- \$4.0 million for water supply and water resource development to continue support for cooperative grant projects across northwest Florida. This funding also supports the North Bay Wastewater Reuse Project in Bay County.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JON COSTELLO
Tallahassee

TED EVERETT
Chipley

BO SPRING
Port St. Joe

- \$2.2 million for monitoring and technical assessments to develop minimum flows and minimum levels for Wakulla Spring; Sally Ward Spring; Jackson Blue Spring; the Floridan aquifer in coastal Okaloosa, Santa Rosa, and Walton counties; the Gainer Spring Group; Sylvan Spring Group; and the Williford Spring Group.

Thank you for the opportunity to present the District's FY 2019-20 Budget. If I can be of any assistance or provide further information, please do not hesitate to contact me.

Sincerely,



Brett J. Cyphers
Executive Director

Enclosures

cc:

The Honorable Bill Galvano, President, Florida Senate
The Honorable Jose Oliva, Speaker, Florida House of Representatives
The Honorable Rob Bradley, Chair, Senate Committee on Appropriations
The Honorable Debbie Mayfield, Chair, Senate Appropriations Subcommittee on Agriculture, Environment, and General Government
The Honorable Bill Montford, Chair, Senate Committee on Environment and Natural Resources
The Honorable W. Travis Cummings, Chair, House Appropriations Committee
The Honorable Holly Raschein, Chair, House Agriculture and Natural Resources Appropriations Subcommittee
The Honorable Blaise Ingoglia, Chair, House State Affairs Committee
The Honorable Chuck Clemons, Chair, House Agriculture and Natural Resources Subcommittee
Executive Office of the Governor
Noah Valenstein, Secretary, Florida Department of Environmental Protection



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 858

Adoption of Fiscal Year 2019-2020 Budget

WHEREAS, the Florida Legislature created the Northwest Florida Water Management District under Chapter 373, Florida Statutes; and

WHEREAS, the ensuing 2019-2020 fiscal year of the Northwest Florida Water Management District shall extend from October 1, 2019, through September 30, 2020; and

WHEREAS, the Northwest Florida Water Management District is authorized by Chapter 373, Florida Statutes, to adopt a budget in accordance with the provisions of Section 200.065, Florida Statutes; and

WHEREAS, the Northwest Florida Water Management District held a Public Hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, programs and projects which are of District benefit will be supported with ad valorem tax revenues and other funding sources as reflected in the seventy-three million six hundred ninety thousand five hundred two dollars Fiscal Year 2019-2020 budget.

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District, that:

1. The Fiscal Year Final 2019-2020 budget be adopted; and
2. This resolution will take effect immediately upon the adoption.

DULY ADOPTED at a public hearing this 26th day of September 2019, A.D.

Time Adopted 5:10 PM

The Governing Board of the
**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Chair

A blue ink signature of the Chair, written over a horizontal line.

ATTEST:

A blue ink signature of the Secretary-Treasurer or Acting Secretary-Treasurer, written over a horizontal line.

Secretary-Treasurer or
Acting Secretary-Treasurer

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2019-2020 TENTATIVE BUDGET COMPARISON
BY FUND**

DESCRIPTION	General Fund	Capital Improv & Lands Acq	Special Projects	Lands Management	Regulation	Mitigation	TOTAL
Cash Balances Brought Forward	12,970,029	288,987	3,243,556	3,992,389	2,781,933	2,227,809	25,504,703
ESTIMATED REVENUES:							
Ad Valorem Taxes .0327 mills	1,140,589		428,965	377,257	1,582,769		3,529,580
DEP - WML Trust Fund			1,136,908				1,136,908
DEP - Land Acquisition Trust Fund		13,308,440	30,675,331	1,553,116			45,536,887
Water Protection and Sustain. Pgm. Trust Fund			100,000				100,000
Florida Forever Trust Fund		372,230					372,230
Permitting and Licensing					355,642		355,642
Federal Grants			2,676,341		13,772		2,690,113
State Funds	88,931	326,074	5,445,806	155,000	2,307,960	979,214	9,302,985
Local Government Units			160,693	268			160,961
Timber Sales							0
Miscellaneous Revenues		1,240,212	3,994,872	90,140	35,000	200,000	5,560,224
Interfund Transfers	1,710,895	237,291	843,545				2,791,731
Total Estimated Revenues, Transfers and Balances	<u>15,910,444</u>	<u>15,773,234</u>	<u>48,706,017</u>	<u>6,168,170</u>	<u>7,077,076</u>	<u>3,407,023</u>	<u>97,041,964</u>
ESTIMATED EXPENDITURES:							
Salaries & Benefits	1,907,090	69,467	2,385,555	1,243,860	2,775,349	321,704	8,703,025
Other Personal Services			46,657	45,597	271,754	2,770	366,778
Contractual Services	187,856	415,748	5,197,796	1,877,893	147,536	721,886	8,548,715
Operating Expenses	519,190	1,100	416,006	1,089,448	569,610	58,488	2,653,842
Capital Outlay	160,077	14,982,951	175,382	251,376	89,088	4,391	15,663,265
Grants and Aids	540,763		37,214,114				37,754,877
Reserves	11,585,721	288,987	2,745,979	1,144,623	2,566,612	2,227,809	20,559,731
Interfund Transfers	1,009,747	14,981	524,528	515,373	657,127	69,975	2,791,731
Total Operating Expenditures, Transfers and Reserves	<u>15,910,444</u>	<u>15,773,234</u>	<u>48,706,017</u>	<u>6,168,170</u>	<u>7,077,076</u>	<u>3,407,023</u>	<u>97,041,964</u>