



# Board of County Commissioners - Regular Meeting

Tuesday, February 1, 2022 at 9:00 am

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

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

## **Meeting Information**

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

*To join Zoom via computer, use the link <https://us06web.zoom.us/j/89997203835> on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626- 6799 or (929) 205-6099 and enter ID number (899 9720 3835#). All attendees are muted by default.*

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

***<https://www.franklincountyflorida.com/virtual-speaker-card/>. This card must be submitted to the County Commission Administrative Office prior to the start***

***of the meeting in order for you to speak during the meeting.***

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

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

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

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

**1. Call to Order**

**2. Prayer and Pledge**

**3. Approval of Minutes**

**4. Payment of County Bills**

**5. Special Project Coordinator - Alan Pierce - Update**

Mr. Pierce will update the Board on the Eastpoint and 2-mile dredging projects.

**6. Public Comments**

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

## **Constitutional Officers**

**7. Clerk of Courts - Michele Maxwell - Report**

## **Department Directors Reports**

**8. Superintendent of Roads and Bridges - Howard Nabors**

Informational Item

a. Detail of Work Performed and Material Hauled by District (see attached documents)

**9. Solid Waste Director - Fonda Davis**

Informational Items

a. New Hires and Replacement Position: - Mark Custer has been hired for the replacement Equipment Operator position in Solid Waste. Our new hire employees are Mackenzie Wilson for Equipment Operator Solid Waste and Keondre' Sewell for Groundkeeper Inmate Supervisor Park and Recreation.

b. Right-of-Way Debris Pickup/Recycle Material (see attached report)

**10. Emergency Management Director - Pam Brownell**

Informational Items

a. EOC Staff are attending FEPA Annual in Walton County on 01/30/2022-02/04/2022.

Staff will be attending the following courses:

Pam/Jennifer – are registered for the F-ROC Cat A seminar F-ROC Cat B seminar.

Amanda – registered for the Fundamentals of an EM Professional. All three of us are registered for FL-608- Emergency Work Eligibility training and the operation “Shot in the Dark” tabletop exercise.

b. Jennifer Daniels attended the FEPA Certification Committee Meeting at FEPA Annual on 01/30/2022. She is a member of the Certification Committee. She is also the Region 2 Alt. Area Governor for the FEPA organization.

c. 01/24/2022 Completed the Monthly Required IPAWS Training.

d. 01/24/2022 Completed the required EMPA, EMPG, and EMPG – ARPA quarterly report.

e. 01/21/2022 Attended the Virtual HLMP Meeting with FDEM. Per FDEM – An extension letter was submitted to FDEM to allow for unforeseen work to be completed on 2 HLMP Project homes to ensure compliance and reimbursement.

f. 01/21/2022 Attended the Virtual FEPA County EM Director’s Working Group Meeting.

g. 01/13/2022 Attended the Webinar/Training Hydrology 101 Basic Refresher.

h. EOC staff are updating the logistics plan including the Emergency Fuel Plan.

i. EOC Staff are updating our Templates for Public Messaging.

j. EOC Staff is in the planning process for a Build a Disaster Bucket Event. This event will be used to educate residents on how to better prepare for a disaster. This Event will in part be made possible by the Duke Energy grant in the amount of \$10,000 received by FCEM.

k. EOC Staff are in the review process of the Comprehensive Emergency Management Plans for Weems Hospital and St. James Bay Rehab.

l. EOC will be hosting a G-205 Recovery from Disaster: The Local Government Role 06/21/22-06/24/22. Scheduled Class and Emailed County and City officials inviting them to register and attend.

m. EOC will be hosting a L105 PIO (Public Information Officer) Class 04/04/22-04/07/22. Scheduled Class and Emailed County and City officials inviting them to register and attend.

n. 01/21/22 Contacted American Reg Cross regarding the fire on Wilderness Road. Requested a team be deployed to assist family members.

o. 01/24/22 5 City of Apalachicola Employee IDs were made as requested.

p. 01/21/22 5 Message Board signs were brought back to the EOC for scheduled maintenance.

q. 01/21/22 Completed the IPP (4-year training plan) for FCEM.

r. With COVID cases rising again in Franklin County, we are taking this opportunity to remind residents that EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for storms and disasters.

#### KIOSK LOCATIONS:

Carrabelle – Franklin County Courthouse Carrabelle Annex

Carrabelle Chamber of Commerce

Eastpoint – Carquest

Apalachicola – Franklin County Emergency Management

Apalachicola Chamber of Commerce

Apalachicola Post Office

- s. 01/20/22 Posted information regarding COVID Home Test Kits to social media and Kiosks for the public to request.
- t. EOC Staff attended the FDOH Weekly Update call on 01/19/22.
- u. Sent out emails regarding CPR/First Aid Class being hosted at FCEM. Emails were sent to county officials and directors.
- v. 01/21/22 Updated LMS Working Group Contact list including email address.
- w. 01/21/22 Completed the Annual LMS updates including 27P-22.004 form for Annual Compliance.
- x. In the process of scheduling aG-2300 Intermediate Emergency Operations Center Functions class to be hosted at FCEM in April. Will email invite to register as soon as instructor dates are confirmed.
- y. Reviewed the FEPA Legislative update for information pertaining to Emergency Management and FCEM Funding.
- z. Scheduled FCEM for attendance at EM Day at the Capitol on February 10th.
- aa. Reviewed and updated county Contacts in SharePoint as required by EMPA/EMPG grants.
- bb. EOC Staff attended the FDOH Weekly Update call on 01/19/22.
- cc. 01/24/2022 and 01/27/2022 EOC hosted a CPR Class presented by EMS Director Lewis.
- dd. EOC Staff are verifying our SERT Emergency Sites including Disaster Recover Center's, County Staging Areas, County Points of Distribution, Sandbag Distribution Locations, etc.
- ee. Contacted Howard regarding dumping sand at Sandbag Distribution Locations. Contacted FCSD regarding inmates filling sandbags.
- ff. EOC Staff are in the planning process for a WebEOC training for all persons who work the EOC during a disaster. This training will allow for ease of use of the WebEOC software during an event. Notices for this training will be sent out very soon.
- gg. EOC Staff are updating standard use forms for use during events/disasters.
- hh. 01/26/2022 Attended the FDOH Weekly update Virtual meeting.
- ii. 01/26/2022 Took F250 To FCSD to have it cleaned for trip to FEPA.
- jj. 01/27/2022 Attended the Virtual Partner Planning Briefing with National Weather Service Tallahassee.
- kk. Updating Contacts and the EOC Notification Directory.
- ll. Contacted Varner Plumbing regarding on demand hot water heater not producing adequate hot water. May need to be replaced.
- mm. 01/27/2022 Made adjustment to EMPA Report per Teresa with FDEM.
- nn. Programmed and placed message board in Eastpoint for the Cooper Family Benefit.



*General Extension Activities:*

- a. During this period, the Extension office assisted citizens on topics related to black bear damage to banana trees, insect pest identification, tree health, camellia scale problems and treatment, and more.
- b. Extension staff continued training regarding a new events planning software being adopted by the NW Extension District.

*Sea Grant Extension:*

- c. Extension Director participated in another meeting of the Community Advisory Board for the ABSI project, being led by FSU.
- d. Extension Director participated in another meeting of the SUNS working group to discuss potential nature-based projects to mitigate issues related to stormwater, erosion, and other coastal topics.
- e. Extension Director participated in another meeting for a grant project funded by the TNC SOAR program to study nutrient removal capacity by aquacultured oysters.

*4-H Youth Development:*

- f. The shooting sports archery club continues to meet and practice twice monthly.

*Family and Consumer Sciences:*

- g. Our Family Nutrition Program assistant continues providing nutrition programming in local schools.

*Agriculture/Home Horticulture:*

- h. Extension Director and several Master Gardener Volunteers participated in the Apalachicola Arbor Day event this year. Trees provided by the Florida Forest Service were given away and Extension staff were on-hand to answer people's questions and provide general planting and care information.

## **12. Library Director - Whitney Roundtree**

**Action Items**

- a. Requesting permission to close the libraries on Monday, February 7th, 2021 for Wilderness Coast's Staff Development Day at the Wakulla Lodge. This is an annual event hosted by Wilderness Coast Public Libraries to help employees hone their skills, re-establish relationships with their co-workers and ignite new interest in projects and goals.
- b. Requesting signature for the Certification of Hours, Free Library Service and Access to Materials for the FLORIDA DEPARTMENT OF STATE DIVISION OF LIBRARY AND INFORMATION SERVICES STATE AID TO LIBRARIES GRANT APPLICATION.

**Informational Items**

- c. Friends of the Library will sponsor the Carrabelle Annual Book, Soup, and Bread sale on Saturday, February 19th at 10:00 AM. All soup and bread donors can drop their donations off starting at 9:00 AM. All proceeds benefit the continuing services of the Franklin County Public Library.
- d. We've partnered with the Department of Children and Families to have a Care Navigator on site at Franklin County Public Library branches beginning January 5th! What's a Care Navigator? As part of Hope Florida - A Pathway to Prosperity, Care

Navigators provide one-on-one support to develop an individualized plan to help customers achieve economic self-sufficiency.

#### Hours

Carrabelle Branch Wednesdays 9 a.m. – 4 p.m.

Eastpoint Branch Thursdays 9 a.m. – 4 p.m.

#### Library Events:

Franklin County Public Library Eastpoint Branch

160 Hickory Dip Rd

Eastpoint

(850) 670-8151

- February 1st- STEAM (ages 6-9) at 4:00pm. This is a program that teaches children about Science, Technology, Engineering, Arts and Math. There will be a lesson on one of these topics and a craft or project.
- February 8th – Diabetes Awareness at 10:00am-11:00am. This is a monthly program that you can come to and have all your questions answered about Diabetes from a trained professional. John is here to answer any questions you may have. No appointment is needed, and this is a free program.
- February 8th– Book Chat at 1:30pm. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- February 8th & 22nd - Storytime- 4:00pm. Come to the library and listen to a story read by a member of our staff followed by a craft that the children can take home.
- February 15th - STEAM (ages 10-13) at 4:00pm. This is a program that teaches children about Science, Technology, Engineering, Arts and Math. There will be a lesson on one of these topics and a craft or project.
- February 16th - Writers forum at 1:00pm. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.

Franklin County Public Library Carrabelle Branch

311 St. James Ave. SE

Carrabelle

(850) 697-2366

- February 4th- Book Chat at 1:30pm. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.
- February 3rd & 17th- Maker Space at 4:00pm. This is a group of kids who meet to learn how to build and design different things and learn about different topics, like science and art.
- February 5th, 12th, 19th & 26th - Plant Clinic at 11:00am-1:00pm. This program is hosted by the Franklin County Master Gardeners. If you have any concerns or questions about your garden and plants this is the place to find the answers.
- February 8th- Anime Club-4:00pm. This group meets once a month to discuss new events and their favorite anime characters, books and more. It is great way to meet

others who share the love of anime and to make new friends.

## **Other Reports**

### **13. Interim Airport Manager - Ted Mosteller**

Informational Items

- a. Update on meeting with John Collins
- b. All projects and issues addressed in previous meetings are still ongoing
- c. Questions/Discussion

## **Presentations and Requests**

### **14. Kwentin Eastberg - ARPC - Request**

Mr. Eastberg would like to address the board about Florida Department of Transportation's - Transportation Regional Incentive Program (TRIP), and discuss re-establishing a Regional Transportation Area that was previously in existence over a decade ago. There exists an agreement with Calhoun-Gulf-Jackson counties, and also an agreement between Franklin-Liberty counties. This proposed agreement seeks to combine both areas into an interconnected Region across multiple contiguous counties and has the potential to allow counties to apply for Regional transportation projects. A quick fact sheet is attached.

## **County Staff & Attorney Reports**

### **15. Fiscal Manager/Grants Coordinator - Erin Griffith**

a. BOARD ACTION: SCOP Womack Creek Culvert Permanent Repairs Design  
Franklin County received a SCOP grant agreement from the Florida Department of Transportation for Phase I of the Womack Creek Culvert Repairs on CR67. This phase entails the survey, design, permitting and development of the construction plans, specifications and bid documents for the construction of new headwalls, cleaning and repairs of the arch corrugated metal pipes, and the addition of barrier walls to replace the guardrails over the culvert. As Franklin County follows the Consultants' Competitive Negotiation Act (F.S. 287.055) in selecting engineering firms for design improvements, the ongoing county engineering contract with Dewberry and Florida Statute 287.055 allows for the county to negotiate with the contracted engineer for the CR67 Womack Creek Repairs. Staff negotiated with Dewberry and recommends accepting the attached \$108,189.00 proposal.

**Board action to approve the attached proposal and authorize the chairman to sign.**

b. BOARD ACTION: Construction Contract Addendums for FEMA Funded Recovery  
In 2021, Franklin County entered into construction contracts for the FEMA funded repairs of Alligator Drive (Anderson Columbia), the Eastpoint Fishing Pier Washout Repairs (North Florida Construction) and the repairs of the C30 Washouts (Pigott Asphalt

and Sitework). Per FEMA policy and guidelines, the attached contract addendum incorporates the required provisions and terms which are to be included in all contractual agreements for services in connection with the response and recovery effort from an emergency disaster event. This agreement addendum and its provisions were adhered to during the activation of the contract even though not on the original executed contract before the disaster between the contractors and the County.

**Board action to formally approve the Addendum to Agreement between Owner and Contractor for Construction Contracts with Anderson Columbia, North Florida Construction and Pigott Asphalt and Sitework for FEMA funded repairs and authorize the chairman to sign.**

c. BOARD ACTION: Change Order #3, SCOP Widen and Resurface CR67

The grant funded project for the widening and resurfacing of 6.044 miles of CR 67 from SR30 to the Cricket Creek Bridge is now complete, change order #2 was approved as the final change order in December but further reductions in the final quantities have resulted in the need for another reduction by change order #3. Change order #3 is a final reduction for quantities and materials for a further reduction of \$66,629.80 in the contracted price with C.W. Roberts.

**Board action to approve and authorize the chairman to sign change order #3 for a further cost reduction of \$66,195.80 with C.W. Roberts Contracting for the final quantity reconciliation on the CR67 SCOP project.**

d. BOARD ACTION: Hazard Mitigation Grant Program Agreement – Generators

Franklin County has received a FEMA Hazard Mitigation Program grant agreement for purchase of generators at strategic response locations. The grant award will fund 75% of the costs for large generators at the following locations: Franklin County EOC, Apalachicola Regional Airport (2), Weems East Medical Clinic, Weems Hospital and the Franklin County Courthouse (portable). The match for the surface mounted, hard wired generators will be funded by a grant provided by the Department of Economic Opportunity. The match for the portable trailer generator unit for the Courthouse will be funded by the Courthouse Maintenance budget.

**Board action to approve and authorize the chairman to sign the attached HMGP Generator Grant Agreement.**

e. BOARD ACTION: Time Extension Hurricane Loss Mitigation Program

Franklin County has received a modification to the agreement for the Hurricane Loss Mitigation Program between the Division of Emergency Management and Franklin County. All funds have already been obligated in this project. The attached modification simply extends the expiration date of the project from December 31st to June 30th, 2022.

**Board action to approve and authorize the chairman to sign the attached Hurricane Loss Mitigation Program modification to agreement.**

f. BOARD ACTION: Resolutions Authorizing Transportation Alternatives Grant Applications

Attached are two resolutions authorizing the Chairman to sign the grant applications for the two Transportation Alternatives projects the County is applying for this year: the

widening/resurfacing/safety and ADA improvements SGI multi-use path between 6th Street East and 7th Street West and the construction of a multi-use path along River Road in Carrabelle. The Board has ranked the SGI multi-use path improvements first and the River Road multi-use path second on the priority list. A public meeting was held last year for input on the River Road Multi-Use Path but one will need to be advertised for the SGI Multi-Use Path improvements.

**It is recommended that the Board authorize the adoption of the attached two resolutions and authorize the advertisement of a public meeting for the SGI path project.**

g. BOARD ACTION: Message Boards for Franklin County Sheriff's Department

The Franklin County Sheriff's Department has requested assistance from the Board to replace (2) message boards. The current message boards in use by the Sheriff's Department are around twenty years old and have become costly and difficult to maintain. As the interim rule for the American Rescue Plan does not go into effect until April 1st, purchases with ARP funds should be directly related to COVID response and outreach at this time. As the message boards will likely be an allowable expense, staff recommends going out to bid for replacing the (2) message boards at the Sheriff's Department with anticipated funding provided by the American Rescue Plan once the final rule goes into effect.

**Board action to approve advertising for bids for (2) electronic message boards for the Franklin County Sheriff's Department**

h. BOARD ACTION: County Equipment Action Authorization

At the December 7th meeting, Franklin County signed an auction agreement with Florida Auction Network. The auction will be held on Saturday, February 19th, at 9:00 a.m., at the Franklin County Road Department located at 376 Highway 65 in Eastpoint. There will be a chance for interested parties to preview the items the day before the auction if interested – the Auction Flyer is attached to this report with the auctioneer's contact information. Attached is a list of surplus equipment and vehicles that county departments have requested to be included.

**Board action to approve of the removal from inventory and authorize the sale of the attached list of surplus equipment at the upcoming auction to be held on February 19th.**

i. BOARD ACTION: Landfill Permit Renewal Task Order

***PENDING - AWAITING TASK ORDER***

j. Board Information: SGI Old Restroom Building at Lighthouse Park

At your last meeting, Parks and Recreation Director Fonda Davis mentioned coming back to the Board with a plan for the old restrooms at the SGI Lighthouse Park. After careful review and consideration of expense and demands at the park location, Mr. Davis would prefer to keep the old restroom building as an auxiliary restroom to be used during peak season of March 1st through September 30th of each year. The old restroom building does have some issues with clogged drains, wood rot in the floor and will need the full replacement of the drain field at a cost of \$9,000 to be ready for use this season. Mr. Davis feels the public would be best served preserving the old location.

Parks and Recreation can fund the repairs in this fiscal year to keep the restroom operational, however, any renovations beyond basic repair would not be possible until the following budget cycle. It has also come to the county's attention about the poor condition of the existing playground set at Lighthouse Park. A FRDAP grant application has been submitted for new inclusive playground equipment and the application has made it to the recommended funding priority list. Mr. Davis is going to look at the existing playground to see if any resurfacing or sealant can be applied to make sure the existing set is still safe to use prior to the construction of the new playground if approved.

## **16. County Coordinator - Michael Morón**

### **Action Items**

a. Airport Grant Extension: In order to combine current FDOT funds which expire on June 30, 2022, with upcoming FAA funds that won't be available until June/July 2022, for an apron rehabilitation project at the Airport, AVCON, on behalf of the County, applied for an Amendment for Extension of Public Transportation Grant Agreement so that one construction contract could be issued to complete the work and so the FDOT funds could be used to fulfill the 10% match requirement for the FAA funds. FDOT sent that agreement yesterday for Board approval.

### **Board action to authorize the Chairman's signature on the Grant Agreement Amendment to extend the FDOT funds.**

b. Informational Signs: At your last meeting, Commissioner Boldt asked about placing informational signs at each county park or other location that is part of a repair or new construction project to provide the public with the project's status. As an option, I suggested to Commissioner Boldt that we create a webpage on our website dedicated to the status of county projects. That webpage could include the project's funding source, where the project is currently (engineering & design, advertised for bids, construction phase, etc.) and a timetable. If you agree with this option, is there any additional information you would like on this webpage?

### **Board discussion and direction.**

### **Informational Items**

c. DEP Violation: At a previous meeting the Board discussed a DEP violation letter sent to resident on St. George Island regarding the permitted capacity of their aerobic septic system versus the number of guests that is advertised online for the same home. The Board asked that I send the homeowner a letter to inform them that the County is monitoring this matter. Before that letter was sent, the homeowner contacted Commissioner Jones to discuss the issue and agreed to voluntarily make the necessary changes to comply with DEP regulations. With that said, I didn't see a need to send the letter.

d. State Fire Marshal's Office: State Fire Marshal's Office has confirmed their appearance for May 3rd. They are asking for at least 45-50 minutes as they plan to bring a representative from the Insurance Service Office (ISO) to provide tips on lowering high insurance rates as part of their presentation. I plan to schedule a 1:30 p.m. workshop,

similar to today's workshop, to allow for their presentation and an opportunity for Board questions and comments.

e. Duke Energy: Duke Energy has informed the County of the following:

I. A planned outage to replace/repair power facilities on Tuesday, February 8th beginning at 9:00 am for approximately 1 hour with an alternate date of Wednesday, February 9th. This will affect 3000 Pine Log Road, Abercrombie Dock area.

II. Vegetation trimming away from their lines on the circuits that serve the facilities listed below. There will be no spraying on these areas, just trimming.

376 HIGHWAY 65 MAIN, 376 STATE ROAD 65, 376 HIGHWAY 65 SIGN SHOP, 376 HIGHWAY OFFICE 65, 30 6TH ST VROOMAN PK LTS VROOMAN PK LTS, 210 STATE ROAD 65, 210 HIGHWAY 65 SLUDGE, 270 STATE ROAD 65, 270 HIGHWAY TRLR 65, 270 STATE ROAD 65 OFC SHERIFF, 97 N BAYSHORE DR, 171 US HIGHWAY 98 UNIT C, 0 6TH ST OLD CONC STAND, 93 N BAYSHORE DR, 212 STATE ROAD 65, 210 HIGHWAY 65 SCALE HSE, 210 HIGHWAY 65 LITE, 270 HIGHWAY 65 JAIL, 0 C C LAND RD BALL FIELD, 0 C C LAND RD VROOMAN PK VROOMAN PK, 30 6TH ST, 374 STATE ROAD 65, 731 US HIGHWAY 98, 210 HIGHWAY 65 LANDFILL

f. SGI Lighthouse Fundraising Event: The St. George Lighthouse Association is planning a new fundraiser festival on May 14th. The SGI Shrimpfest will be held in the parking area on the western side of St. George Island Lighthouse Park and the Association plans on this being an annual event held in early to mid-May. There will be food (including shrimp of course), live music, educational displays, and games for the kids. If you have any questions don't hesitate to reach out to Mrs. Amy Hodson, Executive Director of the St. George Lighthouse Association.

g. CGJ Days Parade: The Camp Gordon Johnston 27th Annual CGJ Days Parade is scheduled for Saturday, March 12, 2022, starting at 10:45 a.m. (ET). As always, the Board has been invited to participate in the parade which starts at the Highway 98 and NW 10th Street intersection in Carrabelle and will travel east to the Highway 98 and CR 67 intersection.

h. ARPC Annual Report: Attached is the Apalachee Regional Planning Council's 2020-2021 Annual Report. There is a lot of statistical data in this report and links to other articles related to ARPC projects. Chairman Jones, your ARPC appointee and ARPC's Executive Committee Vice-Chairman, will discuss some of the data in this report.

i. Code Enforcement Workshop: As reminder, there is a workshop scheduled for 1:30 p.m. this afternoon to hear the presentation of the final report from Ms. Caroline Smith of ARPC on the Code Enforcement project. This workshop will be on Zoom (login information is on the agenda) and broadcasted on Forgotten Coast TV's Facebook page.

## **17. County Attorney - Michael Shuler**

## **Commissioners' Comments & Adjournment**

### **18. Commissioners' Comments**

### **19. Adjournment**

*In accordance with Section 286.0105, Florida Statutes, any person who wishes to appeal*

*a decision made by the Franklin County Board of County Commissioners, with respect to any matter considered at the meeting, must have a record of the proceedings. He or she may need to ensure that a verbatim record of the proceedings is made.*

---

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 01/27/2022 at 4:19 PM



**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING  
COURTHOUSE ANNEX, COMMISSION MEETING ROOM  
JANUARY 18, 2022  
9:00 AM  
MINUTES**

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

Others Present: Michael Shuler-County Attorney, Michael Moron—County Coordinator

**1. Call to Order**

Chairman Jones called the meeting to order.

**2. Prayer and Pledge**

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

Mr. Moron requested the Board consider an amendment to the agenda for a public hearing which has been duly advertised but was inadvertently left off the agenda. The hearing is for the Board to adopt an ordinance to amend the Franklin County Private Rights Comprehensive Plan. Mr. Moron explained that this is something that Mark discussed with the Board previously. This amendment is coming at the request of the legislature. We can either go with their language or go through a long process to create our own.

**On a motion by Commissioner Lockley, seconded by Commissioner Parrish and Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized an amendment to the agenda adding a public hearing to adopt an ordinance to amend the Franklin County Private Rights Comprehensive Plan. Motion carried 5-0.**

**3. Approval of Minutes**

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the minutes from the Regular Meeting 12/21/2021. Motion carried 5-0.**

**4. Payment of County Bills**

a. January 4, 2022 - Bill List

Board action to ratify payment of the January 4, 2022 - Bill List.

**On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board ratified payment of the January 4, 2022 - Bill List. Motion carried 5-0.**

b. January 18, 2022 - Bill List

**On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the payment of the January 18, 2022 - Bill List. Motion carried 5-0.**

#### **5. Special Project Coordinator – Alan Pierce – Update**

Mr. Pierce updated the Board on the Eastpoint and 2-mile dredging projects. He reported that the notice of intent and permits have been issued for both channels. We are waiting for the corps to send the documents needed to get the money from the consortium. Mr. Pierce said there is not a date scheduled for the dredging to begin. The consortium will have no more than seven days to provide funds once the corps begins the project. We are still waiting on the Eastpoint easement to be issued but everything has been submitted for that process. Commissioner Lockley asked Mr. Pierce to confirm the money would come from BP funds. He also asked for a ballpark figure of the amount of funds remaining afterward. Mr. Pierce confirmed it would come out of BP funds. Mr. Pierce said ultimately, we will have \$11.7 million at the end of the fifteen years. So, this allocation we are using now is about \$5 million, we probably have about \$7 million dollars to spend. It's possible we can get more from the consortium if we need to. It comes to about \$900k a year we are receiving from them. We can't allocate the future money until it is in the bank. The other money has not been specifically allocated. We set aside for EOC, but we have since found additional funding for that. We have set money aside for Apalachicola Bay, but we need to know what the best way is to spend that money. This is a one-time allocation so once we spend, we don't get more. We will get around \$11 million from the consortium and \$22 million from Restore over the next 15 years. Commissioner Boldt asked about the dredge material and how it is going to be made into an island. They will dredge a perimeter of harder sand, then fill it with a different material. Vegetation will be planted to stabilize it. Other things can grow by succession. The Two-Mile islands were dredged in the same way. Chairman Jones said when we were talking to the Corps, they refused to give us a start date. We have done everything that we can do to get the projects done. Mr. Pierce said the corps controls the project at this time. Chairman Jones said we are waiting for the construction plan from the corps to send to the consortium.

#### **6. American Rescue Plan Consultant – Traci Buzbee – Update**

Ms. Buzbee said the final rule came out the first week of January, the rule we have been waiting on to see if they have lessened the requirements on the American Rescue Plan. It contradicts itself is the best answer. They have a thing called the standard allowance where any county that receives less than ten million dollars, they are allowed to take the standard allowance. These funds can be used on governmental expenses such as the construction of schools, hospitals, road building, maintenance, infrastructure, health services, general government administration, environmental remediation, police, fire, and public services. However, the rule goes on to read that it can't be used for any projects that conflict or undermine Covid19 mitigation practices in line with the CDC. So, it gives you limitations on what types of projects you can do. Ms. Buzbee said in speaking with Mrs. Griffith they both want to be able to stand behind whatever project and write the justification to make sure it stands on its own. We do not want a clawback of funds. The final rule will not go into effect until April 1<sup>st</sup> and the first reporting will be due on April 30<sup>th</sup>. Commissioner Boldt said he would Ms. Buzbee to look at the possibility of establishing a dialysis facility in Franklin County using the American Rescue Funds. Ms. Buzbee suggested holding a workshop to allow the Board an opportunity to brainstorm any ideas they may have for the use of the funds. Chairman Jones

said in listening to the NACO webinar, he thinks it would be good for Ms. Buzbee to send the information she has to the Board for their review. It seemed to me that you could choose which rule you were going by, but you can't flip back and forth. Ms. Buzbee said that she doesn't recall hearing that you could choose. She said she can investigate it to see if you could go by the final guidance. Chairman Jones said it was his understanding that if the county received less than ten million, it was at their discretion to some point on how to spend. Ms. Buzbee said she does believe it is less restrictive than the interim rule, but it is not a free-for. Chairman Jones asked her to find out the answer and let them know. The allocation is \$2,355,139 and half of the funds were deposited in late August. Commissioner Lockley asked if commissioners could be paid for a one-time allowance. Ms. Buzbee said she would investigate it. Commissioner Boldt asked if Ms. Buzbee could check on putting a free-standing dialysis center in Franklin County. He feels it would be beneficial to our residents. Chairman Jones said it may be helpful to do some research and get back to us. Ms. Buzbee suggested having a workshop and discussing the possibilities. Chairman Jones asked Ms. Buzbee to send the Board the bullet point of ideas and then we would go from there.

## **7. Public Comments**

Ms. Debbie Jordan spoke to the Board regarding the Lanark Fire Department. She noted there were representatives coming to the February 1<sup>st</sup> meeting to discuss, and she asked the Board to allow an hour time slot instead of thirty minutes.

## **Constitutional Officers**

## **8. Clerk of Courts – Michele Maxwell – Report**

Clerk Maxwell was not in attendance due to staffing issues.

## **Department Directors Reports**

## **9. Superintendent of Roads and Bridges – Howard Nabors**

Mr. Nabors reported damage to the roads in Alligator Point and East Sawyer on St. George Island during the bad weather. He said he thinks we need to add more rocks where they have deteriorated. On the bridge report, Womack Creek. DOT has given us two weeks to let them know what we are going to do with that situation. Mr. Moron said he will check on that and get back to Mr. Nabors later today. Mr. Nabors noted that the damage at Alligator Point is where the sheet piling has not been installed.

## **Mr. Moron addressed item 21 C at this time.**

Attorney Shuler asked for a transcript of the meeting where the property owner spoke to the Board. He said his recollection is that the property owner said that he would remove the planter. Commissioner Lockley said we should go by our laws or take it off the books. Attorney Shuler said he believes that the county has the right to go in and remove it, but he would prefer sending a notice requiring the property owner to remove it within ten days and if not done, proceed with enforcement action. Chairman Jones said he agreed that we should give them the opportunity to remove. Commissioner Parrish asked about all the other instances of things on the county's right of the way, especially by the dunes and walkovers. Chairman Jones said this is a substantial difference because the state sent a letter to the county notifying them of the encroachment. It is

across the roadway from his house. Mr. Moron recently said a storage company had a fence built on the county's right of way and we requested they remove it. Attorney Shuler asked Mr. Moron to send him the contact information for the property owner.

Mr. Nabors asked if they do have to take it down, do they want it to be put on their property or hauled away. Chairman Jones said hopefully it won't come to that and we will make that decision later if needed.

#### **10. Solid Waste Director – Fonda Davis**

Mr. Davis reported that the restrooms at the Eastpoint Pier are working. Commissioner Lockley asked about the old bathrooms on the island. Mr. Davis said we are going to bring that back before the Board to decide whether to demo or repurpose them. Chairman Jones said that we did get added high on the list for the legislature to consider funding the repairs at Vrooman Park and SGI. Mr. Davis thanked the Board for all they have done with limited resources and staff. Commissioner Lockley inquired as to if the old restrooms could be repurposed. Mr. Davis said he is looking into options. Commissioner Boldt thanked Mr. Davis for helping Lanark Village with the recycling site. Commissioner Lockley asked if the old restrooms could be used for changing stations. Chairman Jones thanked Mr. Davis and his staff for their hard work.

#### **11. Emergency Management Director – Pam Brownell**

Mrs. Brownell confirmed a waterspout on Dog Island that damaged a roof. Mrs. Brownell said that it would be up to the homeowner to repair it since it was not a declared storm. Chairman Jones asked where the information is sent to. Mrs. Brownell said the information is sent to the National Weather Service in Tallahassee and they use it in collecting data for damages storms like this can cause. Mrs. Brownell said they have a conference to attend. They will be training at the FEPA for a new system the state will be implementing. Commissioner Lockley inquired as to the storm and what would have happened if it would have damaged all of it. Mrs. Brownell said since it was not a named storm FEMA would not be providing reimbursement. Mr. Pierce said that in the event a storm comes, and it isn't named, that is what private insurance is for.

#### **Informational Items**

- a. EOC Staff will be attending FEPA Annual in Walton County on 01/30/2022-02/04/2022. Staff will be attending the following courses:  
Pam/Jennifer – are registered for the F-ROC Cat A seminar F-ROC Cat B seminar. Amanda – registered for the Fundamentals of an EM Professional. All three of us are registered for FL-608-Emergency Work Eligibility training and the operation “Shot in the Dark” tabletop exercise.
- b. EOC Staff is in the process of completing the EMPA, EMPG, and EMPG – ARPA quarterly report.
- c. EOC staff are updating the logistics plan including the Emergency Fuel Plan.
- d. EOC Staff are updating our Templates for Public Messaging.
- e. EOC Staff is in the planning process for a Build a Disaster Bucket Event. This event will be used to educate residents on how to better prepare for a disaster. This Event will in part be made possible by the Duke Energy grant in the amount of \$10,000 received by FCEM.

- f. EOC Staff are in the review process of the Comprehensive Emergency Management Plans for Weems Hospital and St. James Bay Rehab.
  - g. EOC Staff attended the Rural County Directors Meeting via zoom on 01/04/2022.
  - h. EOC Staff attended the FDOH Weekly Update call on 01/05/2022.
  - i. EOC Staff attended the Franklin EOC call on 01/05/2022.
  - j. EOC Staff will be attending the Webinar/Training Hydrology 101 Basic Refresher on 01/20/2022.
  - k. EOC Staff will be attending the FEPA County EM Directors working group call with State Director on 01/21/2022
  - l. 01/24/2022 and 01/27/2022 EOC will be hosting a CPR Class presented by EMS Director Lewis.
  - m. With COVID cases rising again in Franklin County, we are taking this opportunity to remind residents that EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for storms and disasters.
- KIOSK LOCATIONS:**
- Carrabelle – Franklin County Courthouse Carrabelle Annex Carrabelle Chamber of Commerce  
 Eastpoint – Carquest  
 Apalachicola – Franklin County Emergency Management Apalachicola Chamber of Commerce  
 Apalachicola Post Office
- n. EOC Staff are verifying our SERT Emergency Sites including Disaster Recover Center's, County Staging Areas, County Points of Distribution, Sandbag Distribution Locations, etc.
  - o. EOC Staff are in the planning process for a WebEOC training for all persons who work the EOC during a disaster. This training will allow for ease of use of the WebEOC software during an event. Notices for this training will be sent out very soon.
  - p. EOC Staff are in the process of picking up all Large Message signs placed throughout the county. Signs are brought in on a regular basis for maintenance and repair.
  - q. EOC Plans to offer a PIO (Public Information Officer) Class here at the EOC in April. Invitations for this training will be sent out soon.
  - r. EOC Staff attended the Regional Quarterly EM Directors Meeting on 01/13/2022 virtually.
  - s. EOC Staff attended the Weekly FDOH Update Call on 01/05/2022
  - t. Jennifer Daniels will attend the FEPA Certification Committee Meeting at FEPA Annual on 01/30/2022.
  - u. EOC Staff are updating standard use forms for during events/disasters.
  - v. Due to the rising cases of COVID in our county, EOC Staff have delivered masks to Davis Day Care, The Nest in Eastpoint and Carrabelle, The Library's in Eastpoint and Carrabelle and to the Franklin County Courthouse.

## **12. Extension Office Director – Erik Lovestrand**

Mr. Lovestrand was having connection issues and is unable to speak currently. Mr. Moron directed Mr. Lovestrand to log out and back in.

### **Informational Items**

#### **General Extension Activities:**

- a. During this period, the Extension office assisted citizens on topics of plant identification, insect pest identification and treatments, dune native plant sources, soil nutrition, damaged tree treatment, planting options for local properties, and more.

b. Extension Director participated in a search committee Zoom call regarding a vacant wildlife extension position at the Quincy Research and Education Center.

c. Extension staff participated in training regarding a new event planning software being used by the NW Extension District

Sea Grant Extension:

d. Extension Director participated in another meeting of the SUNS working group to discuss potential nature-based projects to mitigate issues related to stormwater, erosion, and other coastal topics.

e. Extension Director participated in conference call with the Apalachicola caucus/RCSC group for the river basin to catch up on recent events in basin management.

4-H Youth Development:

f. Plans are underway with surrounding Extension offices for summer programming for 4-H youth in our region.

Family and Consumer Sciences:

g. Our Family Nutrition Program assistant continues providing nutrition programming in local schools.

Agriculture/Home Horticulture:

h. Plant clinics continue at the Extension office and the two Libraries to assist citizens with gardening and horticultural issues that they are dealing with.

## **Other Reports**

### **13. Interim Airport Manager – Ted Mosteller**

Commissioner Boldt asked if the runway lighting system was stable and working. Mr. Mosteller said it has been patched but the replacement of the receiver needs to be done. Mr. Moron said he is waiting for Mr. Mosteller to bring that information to the Board. Mr. Moron said he is more inclined to use a certified contractor rather than just doing the cheapest. In the event something goes wrong it is better to have someone to go back to.

Commissioner Boldt asked about the lighting system, Mr. Mosteller said the remote panel is situated in the controller office. He said that right now the system is working fine. Mr. Mosteller said he has contacted Mr. Cates and the LED replacement is about \$1,000. Commissioner Lockley asked if some of these fall under public safety. Mr. Moron said with the lighting, is it safe for pilots to land. Mr. Mosteller said at this time everything is safe.

The Board recessed at this time.

Mr. Lovestrand was able to log back in and presented his report to the Board at this time. He does not have any action items. Chairman Jones called for any questions from the Board and there were none. Chairman Jones thanked Mr. Lovestrand for all the work from him and his office.

## **Planning and Zoning Adjustment Board Report**

### **14. Variance Requests**

#### **a. 1432 Camellia Court, St. George Island**

Consideration of a request for a variance to construct a stairway 2.7 feet into the 10 feet side setback. Property described as Lot 29, Sea Palm Village, St. George Island. Request submitted by Southeastern Consulting Engineers, Inc., agent for Kevin R. & Barbara A. Sullivan, applicant. PZA recommended approval.

**On a motion by Commissioner Ward, seconded by Commissioner Lockley and Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the request for a variance to construct a stairway 2.7 feet into the 10 feet side setback. Property described as Lot 29, Sea Palm Village, St. George Island. Motion carried 5-0.**

**b. 147, 155 & 163 W Gulf Beach Drive and 140, 152, 156 & 160 W Pine Avenue, St. George Island**

Consideration of a request for a variance to construct 9 single family houses on 11 platted lots. Property described as Lots 1-5 and 27-32, Block 5 west. St. George Island Gulf Beaches, Unit 1. The two lots at 163 W Gulf Beach Drive and 160 W Pine Avenue are requesting to construct a house 20' into the 25' setback along 2<sup>nd</sup> Street West and 5' into the 10' side setback on the eastern side of the property. The lots at 147 & 155 W Gulf Beach Drive and 140, 152 & 156 W Pine Avenue are requesting to construct a house 5' into the 10' side setbacks on both sides of the lots. Request submitted by Bill Thomas, agent for The Ark Family Trust, applicant.

PZA recommends approval with the following conditions: no driveway access off Gulf Beach Drive and spacing between the units meets state fire codes.

Attorney Shuler said the recommendation also carried a specific condition that there would be no driveways on West Gulf Beach Drive. Originally, the discussion was that no driveways would be on Gulf Beach Drive and Pine Street. It is unknown at this time if there will have to be driveways on Pine Street. Mr. Pierce said what the Board is looking at is a variance request and not a site plan.

**Motion by Commissioner Lockley to approve the request for a variance to construct 9 single-family houses on 11 platted lots. Property described as Lots 1-5 and 27-32, Block 5 west. St. George Island Gulf Beaches, Unit 1. Motion died for lack of a second.**

Mr. Pierce noted that Mr. Thomas was available to speak to the Board if they had any questions. Mr. Pierce said it is already zoned C-4 and this is a less intrusive plan than what could be put there. Chairman Jones asked Attorney Shuler how the Board should proceed since there was not enough motion to take a vote. Attorney Shuler said we would need some input from the Board on what the issue is. Attorney Shuler said he joined with Mr. Pierce's recommendation to approve this request. He said the request is consistent with the Board's practice for the past 30 years. He said this process was in keeping with the 2018 overlay assigned to St. George Island back in 2018 and if the Board would like to change it, they would need to discuss the policy decision. Commissioner Parrish inquired as to the number of houses to be built on the lots. He inquired as to if each house would be granted a five-foot variance and Mr. Pierce confirmed. Attorney Shuler said on the fire code issue, there were some issues with the shotgun houses that the fire complained about staircases

that were causing safety issues. The recommendation was that if there was compliance with the fire code. Mr. Pierce said all the development will be utilized. Commissioner Boldt asked for Attorney Shuler to talk about the commercial issues. He said this property encroaches on commercial property availability. Mr. Pierce said that most of the commercial property must be elevated. This property is on grade, but it is the owner's property, and I can't say he can't utilize it for residential. If utilized for the commercial property you would have parking issues. We require a parking space for every 200 feet of commercial space. He would need a total of 32 parking spaces. There is a cost if you try to encourage commercial development and change the parking standards. Mr. Pierce discussed issues with septic service and drain fills. Mr. Pierce said that he felt Eastpoint would become the commercial district for St. George Island due to the building restrictions, available water/sewer, and parking issues.

**Commissioner Lockley made a motion to approve the request for a variance to construct 9 single-family houses on 11 platted lots. Property described as Lots 1-5 and 27-32, Block 5 west. St. George Island Gulf Beaches, Unit 1. Seconded by Commissioner Boldt.** Commissioner Jones said that he was on the opposite side of the vote to change the C-4 back to what it was before. There were good reasons for it to be changed. All the houses in the commercial district that had been destroyed during a storm would not have been able to be rebuilt. Chairman Jones said if we want to change the policy then we need to look at revising the policy but as the policy stands this is in line with policy. The Board does not have the authority to dictate what is built, if it fits within the restrictions and policies then bring it to the Board for approval. We must be consistent in our decisions. Commissioner Parrish said you can't develop these lots if you only own one. If you own multiple lots, then you do have that option. Commissioner Parrish said he agrees with the Chairman, and it is ultimately what the owner chooses to do. **Motion carried 3-2, Commissioner Parrish and Commissioner Ward opposed.**

**c. 1285 Angus Morrison Road, Alligator Point**

Consideration of a request to install a two-car, metal carport 20 feet into the 25 feet front setback. Property described as Lot 2, Block E, Alligator Harbor Subdivision, Unit 2. Request submitted by Dorothy L. Gallant, property owner. **PZA recommended approval.**

**On a motion by Commissioner Boldt, seconded by Commissioner Ward, to approve a request to install a two-car, metal carport 20 feet into the 25 feet front setback. Property described as Lot 2, Block E, Alligator Harbor Subdivision, Unit 2. Commissioner Parrish opposed. Motion carried 4-1.**

**15. Sketch Plat Applications**

a. 33.44-acre parcel of land lying on the west end of St. George Island Consideration of a request for sketch plat approval of a 33.44-acre parcel of land lying on the west end of St. George Island. The subdivision will be named Casa Del Mar Phase II and will consist of 31 lots and 2 blocks per the existing P.U.D. Amendment #9. Request submitted by Garlick Environmental Associates, Inc., agent for Mahr Development Corporation. **PZA recommended approval.**



Chairman Jones asked if this is a sketch plat, and Mr. Garlick said the next step would be to get permits from other entities. We will come back once all those permits are in place. Chairman Jones said he was just looking at the date of the initial sketch plat which was 29 years ago. Mr. Garlick said this is like Phase 2. Chairman Jones asked for Mr. Garlick to provide the Board with the original P.U.D. Commissioner Parrish asked about the additional space and Mr. Pierce said it will just be open space. Mr. Garlick explained the setbacks and design. Commissioner Parrish asked if there was any specification in the P.U.D. about the size of the lots. Mr. Garlick said no and explained the reasoning behind this.

**On a motion by Commissioner Parrish, seconded by Commissioner Ward, to approve a request for sketch plat approval of a 33.44-acre parcel of land lying on the west end of St. George Island. The subdivision will be named Casa Del Mar Phase II and will consist of 31 lots and 2 blocks per the existing P.U.D. Amendment #9. Motion carried 5-0.**

Mr. Pierce said there is a public hearing scheduled for 10:30 and just wanted to let the public listening online know that we are running a little behind.

#### **16. Critical Shoreline Applications**

##### **a. Off of Leisure Lane, St. George Island**

Consideration of a request to construct a pier and kayak launch consisting of a 4' X 408' access walkway and an 8' X 20' terminal platform. Property is east of the St. George Plantation Airport and north of Leisure Lane. Neither the FDEP nor the COE permits have been issued. Request submitted by Garlick Environmental Associates, Inc., agent for St. George Plantation Island Owners Association, owner. **PZA recommended approval.**

**On a motion by Commissioner Parrish, seconded Commissioner Lockley, and Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved a request to construct a pier and kayak launch consisting of a 4' X 408' access walkway and an 8' X 20' terminal platform. Property is east of the St. George Plantation Airport and north of Leisure Lane. Motion carried 5-0.**

##### **b. 501 E. Bayshore Drive, St. George Island**

Consideration of a request to construct a pier and kayak launch consisting of a 4' X 150' access walkway and an 8' X 20' terminal platform. Property is described as Lots 8-12. Block 30, St. George Island Gulf Beaches, Unit 4. Neither the FDEP nor the COE permits have been issued. Request submitted by Garlick Environmental Associates, Inc., agent for First Baptist Church of St. George Island, owner. **PZA recommended approval.**

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, to approve a request to construct a pier and kayak launch consisting of a 4' X 150' access walkway and an 8' X 20' terminal platform. Property is described as Lots 8-12. Block 30, St. George Island Gulf Beaches, Unit 4.**

Commissioner Parrish requested that this be approved contingent upon receipt of DEP permitting.

**Commissioner Lockley amended his motion to include approval contingent upon receipt of DEP permitting, Commissioner Boldt seconded the motion. Motion carried 5-0.**

**c. 311 River Road, Carrabelle**

Consideration of a request to construct a single-family residential dock with covered boat lift consisting of a 4' X 19' access boardwalk, a 3' X 18' catwalk, two 3' X 28' catwalks, and a covered boat lift. Property is described as Lot 10, Block 5, Carrabelle River Subdivision. The COE permit has been issued, but the FDEP permit has not been issued. Request submitted by Garlick Environmental Associates, Inc., agent for Vincent Smith, owner. **PZA recommended approval.**

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve a request to construct a single-family residential dock with a covered boat lift consisting of a 4' X 19' access boardwalk, a 3' X 18' catwalk, two 3' X 28' catwalks, and a covered boat lift, contingent upon receipt of FDEP permitting. Property is described as Lot 10, Block 5, Carrabelle River Subdivision contingent upon receipt of FDEP permitting. Motion carried 5-0.**

**d. 512 River Road, Carrabelle**

Consideration of a request to construct a single-family residential dock with covered boat lift consisting of a 4' X 19' access boardwalk, a 3' X 18' catwalk, two 3' X 28' catwalks, and a covered boat lift. Property is described as Lot 10, Block 5, Carrabelle River Subdivision. The COE permit has been issued, but the FDEP permit has not been issued. Request submitted by Garlick Environmental Associates, Inc., agent for Vincent Smith, owner. **PZA recommended approval.**

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve the request to construct a single-family residential dock with a covered boat lift consisting of a 4' X 19' access boardwalk, a 3' X 18' catwalk, two 3' X 28' catwalks, and a covered boat lift, contingent upon the Corps of Engineers permit being issued. Property is described as Lot 10, Block 5, Carrabelle River Subdivision. Motion carried 5-0.**

**e. 1512 Alligator Drive, Alligator Point**

Consideration of a request to construct a single-family residential dock and covered boat lift consisting of a 4' X 384' access walkway, a 6' X 26' terminal platform, and a 14' X 20' covered boat lift. The property is described as Lot 3, Block K, Peninsular Point, Unit 2. The COE permit has been issued, but the FDEP permit has not been issued. Request submitted by Garlick Environmental Associates, Inc., agent for Nick Pappas, owner. **PZA recommended approval.**

**On a motion by Commissioner Boldt, seconded by Commissioner Lockley, to approve a request to construct a single-family residential dock and covered boat lift consisting of a 4' X 384' access walkway, a 6' X 26' terminal platform, and a 14' X 20' covered boat lift, contingent upon FDEP approval. The property is described as Lot 3, Block K, Peninsular Point, Unit 2. Motion carried 5-0.**

**17. Re-Zoning & Land Use Change Applications**

**a. 79 Otter Slide Road, Eastpoint**

Consideration of a request to change the land use and rezone 4 acres of land at 79 Otter Slide Road, Eastpoint, from Residential to Commercial and from R-4 Single Family Home Industry to C-4 Commercial Residential Mixed Use. Request submitted by Bruce Millender, agent for Eastpoint Lands, LLC.

**PZA recommended authorizing a public hearing.**

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved a request to change the land use and rezone 4 acres of land at 79 Otter Slide Road, Eastpoint, from Residential to Commercial and from R-4 Single Family Home Industry to C-4 Commercial Residential Mixed Use. Motion carried 5-0.**

**b. 478 Avenue A, Eastpoint**

Consideration of a request to change the zoning on 1.39 acres of land at 478 Avenue A, Eastpoint from R-4 Single Family Home Industry to R-8 Multi-Family Medium Density. Request submitted by Bruce Millender, agent for Eastpoint Lands, LLC.

**PZA recommended authorizing a public hearing.**

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved a request to change the zoning on 1.39 acres of land at 478 Avenue A, Eastpoint from R-4 Single Family Home Industry to R-8 Multi-Family Medium Density. Commissioner Parrish confirmed that all adjoining property owners will be notified of the public hearing by certified mail. Mr. Pierce confirmed. Motion carried 5-0.**

**c. 16 North Franklin Street, Eastpoint**

Consideration of a request to change the land use and rezone 1 acre of land at 16 North Franklin Street, Eastpoint, from R-4 Single Family Home Industry to C-4 Commercial Residential Mixed Use. Request submitted by Bruce Millender, agent for Eastpoint Lands, LLC.

**PZA recommended authorizing a public hearing.**

**On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved a request to change the land use and rezone 1 acre of land at 16 North Franklin Street, Eastpoint, from R-4 Single Family Home Industry to C-4 Commercial Residential Mixed Use. Motion carried 5-0.**

Chairman Jones said this property temporarily houses the Duke Energy hardening items.

## Public Hearings

### **18. Land Use Change – Transmittal Hearing – 79.67 acres – 10:30 a.m. (ET)**

The Franklin County Board of County Commissioners will hold a public hearing, pursuant to Section 163.3184, Florida Statutes, to consider transmitting a proposed large-scale change to the Franklin County Comprehensive Plan Future Land Use Map Series on 79.67 acres in Section 6, Township 7 South, Range 3 West, as shown in the map below, from Public Facilities to Mixed Use Residential.

Mr. Curenton said this is a proposal for a large-scale land-use change adjacent to St. James Bay. Basically, this is to allow residential development both multi and single-family housing. The process is this is a transmittal hearing, if the Board chooses to approve it, we will send it to the state of Florida. They will review it and send back comments. The board will hold another public hearing and approve or deny it. The Board will address any items the state sends back with comments.

Commissioner Lockley asked how long it will take with the state. Mr. Curenton said it takes a couple of months to get everything back from them. Chairman Jones called for public comments.

Mr. John Green, the applicant, said he is here to answer any questions.

Mr. Moron called for public comments online and there were none.

Mr. Green said we have a contract to purchase the 79.67 acres. So, we saw this as an ideal location to provide some workforce housing. There are about 50ish employees that would have the ability to walk to work. There is already water and sewer in the location.

Chairman Jones said you are potentially looking to do some multi-family, single homes, and apartments. Commissioner Lockley said some projects we have done the county has asked for something in return. Mr. Curenton asked if he was talking about doing a donation. Mr. Green said we think this is an ideal opportunity to provide support and they are willing to donate towards the affordable housing with the county. Attorney Shuler said in his opinion Commissioner Boldt has a contractual obligation with the applicants and he will be abstaining from voting on this matter.

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, to approve transmitting a proposed large-scale change to the Franklin County Comprehensive Plan Future Land Use Map Series on 79.67 acres in Section 6, Township 7 South, Range 3 West, as shown in the map below, from Public Facilities to Mixed Use Residential. Motion carried 4-0, Commissioner Boldt abstaining.**

***\*\* Item Added to the Agenda \*\****

**A public hearing to adopt an ordinance to amend the Franklin County Private Rights Comprehensive Plan.**

Mr. Curenton said it is required by the State legislature that we include language about protecting property rights. Chairman Jones called for public comments and there were none.

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board adopted the ordinance to amend the Franklin County Private Rights Comprehensive Plan. Motion carried 5-0.**

**AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO ADOPT A GOAL, OBJECTIVE, AND POLICIES FOR A PRIVATE PROPERTY RIGHTS ELEMENT AS REQUIRED BY CHAPTER 163.3177(6)(i), FLORIDA STATUTES.**

WHEREAS Franklin County is required by Chapter 163.3177(6)(i), Florida Statutes, to amend its Comprehensive Plan to include a protect private property rights element, and

WHEREAS, the Franklin County Planning and Zoning Commission has recommended adoption of private property rights language in the Franklin County Comprehensive Plan, and

WHEREAS, the Franklin County Board of County Commissioners has held a public hearing to consider adopting

NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that the following language, to be added as the Goal, Objective, and Policies of a Private Property Rights Element in the Franklin County Comprehensive Plan, is adopted.

**GOAL**

**THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS WILL CONSIDER PRIVATE PROPERTY RIGHTS IN ALL LOCAL DECISION MAKING.**

**OBJECTIVE 13**

Franklin County will respect constitutionally protected private property rights.

Policy 13.1 Franklin County will consider in its decision-making the right of a propertyowner to physically possess and control his or her interests in the property, including easements, leases, and mineral rights.

Policy 13.2 Franklin County will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or forthe use of any other person, subject to state law and local ordinances.

Policy 13.3 Franklin County will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner'spossessions and property.

Policy 13.4 Franklin County will consider in its decision-making the right of a propertyowner to dispose of his or her property through sale or gift.

Any other ordinances in conflict with the provisions of this ordinance are herewithrepealed.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

This ordinance adopted this 18<sup>th</sup> day of January 2022, in a regular meeting of the Franklin County Board of County Commissioners.

### **RFP/RFQ/Bid Opening**

#### **19. Invitation to Bid**

Notice is hereby given that the Franklin County Board of County Commissioners invites qualified firms to submit a bid to install Antimicrobial Surfacing at the Franklin County Jail.

Mrs. Griffith opened the bid submitted. There was one bid from Deese Elite Concrete Coatings. The bid amount is \$83,265.30. Mrs. Griffith said since there was only one bidder and the bid was within the amounts anticipated, a motion for award is needed.

**On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board awarded the bid to install Antimicrobial Surfacing at the Franklin County Jail to Deese Elite Concrete Coatings. Motion carried 5-0.**

### **County Staff & Attorney Reports**

#### **20. Fiscal Manager/Grants Coordinator – Erin Griffith**

##### **a. BOARD ACTION: CR30A Resurfacing Project**

At the meeting on December 7<sup>th</sup>, the Board opened bids for the 5.261 miles of resurfacing on CR 30A. The low bid of \$4,840,217.74 was \$1,377,555.74 above the available grant funds (\$3,671,550). FDOT did not have the funds to make up that difference, and neither did the County. At your last meeting, all bids were rejected, and the planning department was instructed to work with the engineers to modify the scope of the project and re-advertise. The engineering firm, Halff and Associates, has submitted an additional services proposal in the amount of \$3,500.00 to revise the scope of the project. This amount could be paid from general maintenance finds in the Local Option Gas Tax Fund.

**Board action to proceed with the additional services proposal to revise the project scope and bid documents for the CR30A Resurfacing Project.**

**On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to proceed with the additional services proposal to revise the project scope and bid documents for the CR30A Resurfacing Project.**

Commissioner Lockley asked if we were going to have to keep readvertising until the bids come in low enough. Mrs. Griffith said hopefully this next time it will be shortened enough for the bids to come in on the target and hopefully fit within the perimeters. Chairman Jones said this is basically to help rewrite the specifications. Commissioner Parrish inquired as to where the funds were paid from. Mrs. Griffith said this will come out of the general repairs line item and we budget about \$100k for this annually.

**Motion carried 5-0.**

**b. BOARD ACTION: Amendment to Agreement University of Florida Extension Agent**

The University of Florida has submitted an amendment to the MOU with Franklin County for the extension of agent's services. The original MOU has been in place since 2007 and the only change in the attached amendment is the wording which transitions the county's cost share from being based on 20% of the estimated staffing expenses to one based on actual expenses. Variance between estimated and actual could be caused by changes in benefit rates, retirement contribution rates or health insurance for the extension agent and this difference would be funded by the county extension office budget.

**Board action to approve and authorize the Chairman's signature on the attached first amendment to the MOU with the University of Florida.**

**On a motion by Commissioner Parrish, seconded by Commissioner Boldt, the Board approved and authorized the Chairman's signature on the attached first amendment to the MOU with the University of Florida. Motion carried 4-1, Commissioner Lockley opposed.**

**c. BOARD INFORMATION: DRAFT Procurement Policy**

Attached is the DRAFT procurement policy which will replace the previous policy which has been in effect since 2012. The current \$10,000 threshold has proven to be overly restrictive as \$10,000 in today's economy does not allow for departments to make repairs and purchases timely. The attached will change the formal bid solicitation threshold from \$10,000 to \$25,000. Purchases of \$25,000 or more will have to be properly advertised and awarded at a public meeting. Tiered purchases from \$10,000 to \$25,000 will require the informal solicitation of (3) quotes and approval by the County Coordinator or Fiscal Manager. The DRAFT policy is currently being reviewed to ensure compliance with Federal requirements and then will be forwarded for review by the county attorney, once the review process is complete, the policy will come back for formal adoption by the Board at the next meeting.

**d. BOARD INFORMATION: FRDAP Projects advance to the recommended funding priority list** Grant applications for the Vrooman Park Improvements and the St. George Island Playground Improvements at Lighthouse Park have scored high enough to be placed on the FRDAP 2022-2023 Recommended Priority List as submitted to the Florida Legislature. At this time, the funding for the projects is contingent upon the Florida Legislature's level of support for the FRDAP Program which will be decided during this year's legislative session.

## **21. County Coordinator – Michael Morón**

### **Action Items**

a. Eastpoint Beautification Grant: The County received, and I signed, the acceptance letter for the Eastpoint FDOT FY 2021-22 Beautification Grant in the amount of \$57,500. The Board approved this grant earlier in 2021. The Eastpoint Civic Club will partner with the County on the landscape plan and other FDOT requirements, however, since the contract is with Franklin County and FDOT, the County will be responsible for the project.

**Board action to ratify my signature on the acceptance letter for the Eastpoint FDOT Beautification Grant in the amount of \$57,500.**

**On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved ratifying Mr. Moron's signature on the acceptance letter for the Eastpoint FDOT Beautification Grant in the amount of \$57,500. Motion carried 5-0.**

b. Gulf County Funding Request: At your December 21<sup>st</sup> meeting the Board and Mr. David Walker discussed Gulf County's plan to reopen the Dialysis Facility in the Medical Building next to Sacre Heart Hospital in Port St. Joe. Based on prior use of the dialysis clinic, it is expected that some of Franklin County's residents will use that clinic since it is a shorter drive than the dialysis clinics in Panama City or Tallahassee. The firm that is in negotiations with Gulf County to reopen the clinic is asking for a start-up subsidy of \$100,000 for five years. Gulf County is asking Franklin County to contribute no more than \$25,000 per year to this subsidy, based on how many Franklin County residents use the clinic that will be backed by data. During the discussion, it was apparent that the Board wanted more data and a funding source for this contribution before committing. With that in mind, Chairman Jones and I met with Weems CEO, Mr. David Walker, and Board Chairman, Duffie Harrison, to discuss the Board's concerns. Based on that meeting, Mr. Walker and Mr. Harrison will add this matter to the Weems Board of Directors January 27, 2022, regular meeting agenda then present the results of that discussion at your February 1<sup>st</sup> regular meeting.

Commissioner Lockley inquired as to why the Board was discussing this matter if there is no funding authorized for it. Mr. Moron said that we cannot use the sales tax designated for the hospital but there may be other funding sources. Mr. Moron said that he would like to do our due diligence in this matter.

c. Planter in ROW: At your December 21<sup>st</sup> meeting the Board heard a request from Mr. Ward to allow an 8x12 planter located in the County's right-of-way towards the end of Brinkley Street on St. George Island. The Board took no action on this request therefore Mr. Curenton's letter to the Ward's requesting that the planter is removed stands. As of last week, the planter was still in place, therefore, Board direction is needed to determine if Attorney Shuler will send a follow-up letter to the Wards or if Mr. Nabors will remove the planter without further notification.

**Board discussion and direction.**

*Item addressed earlier in the meeting.*

d. Small County Coalition Request: Earlier this month, Mr. Chris Doolin, Small County Coalition (SCC) Executive Director, invited representatives from each member county to



participate in a Zoom call to discuss the \$1.7 reduction in the funding and distribution of the Supplemental Distribution Revenue Sharing Program. Chairman Jones, who sits on the SCC executive committee, and I participated on this call. Attached to my report is some background information on the revenue sharing program and a spreadsheet showing the “loss” for each county. It was recommended during the Zoom call that each county send a letter to their state delegation supporting full funding of this distribution revenue sharing program. Chairman Jones may have additional information on this matter.

**Board action to authorize the Chairman’s signature on the letter of support for this Supplemental Distribution Revenue Sharing Program to the County’s State Delegation.**

**On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Chairman’s signature on the letter of support for this Supplemental Distribution Revenue Sharing Program to the County’s State Delegation. Motion carried 4-0, Commissioner Lockley stepped out of the room.**

e. Office of Medical Examiner Search Committee: State Attorney Jack Campbell informed the County that the current District Medical Examiner, Dr. David Stewart, plans to retire from his post. The other doctors in the Office of the Medical Examiner for the Second District of Florida are not interested in taking over as the Medical Examiner therefore there is need to fill this post. Attorney Campbell would like to create a Search Committee from this unusually large district that is comprised of two judicial circuits and eight counties. “Florida Statutes allow representation on this committee from the following offices: State Attorney, Public Defender, Sheriffs, Police Chiefs, Medical School, County Commissions, Organ Procurement, Funeral Directors and Mortuary Services. Ultimately, the search committee’s selection must be approved by the Medical Examiners Commission. The appointment is made by the Governor.” Is there any Board member that would like to submit their name or someone from the County?

**Board discussion and direction.**

Commissioner Boldt said he would welcome his name to be submitted to serve on this committee.

**Commissioner Parrish made a motion to submit Commissioner Boldt to serve on this committee, Commissioner Ward seconded the motion. Motion carried 4-0, Commissioner Lockley stepped out of the room.**

f. Canvassing Board Workshop: Mrs. Heather Riley, your Supervisor of Elections, has informed staff of the upcoming 2022 statewide County Canvassing Board Workshop to be held at Caribe Royal Orlando-Convention Center on Thursday, March 31, 2022. As always, this workshop is intended for County Judges, County Commissioners, Supervisors of Elections, and Canvassing Board Attorneys. This year Commissioners Parrish and Boldt have elections, so they cannot serve. Therefore, we need two other commissioners appointed to the County’s Canvassing Board and approval of expenses and travel for members of the Board to attend the workshop.

**Board action to appoint two commissioners to the Canvassing Board. Board action to authorize travel and expenses for Canvassing Board members to attend the March 31<sup>st</sup> workshop.**

Attorney Shuler noted that Chairman Jones is already a member of the Canvassing Board and only one commissioner needed to be added.

**On a motion by Commissioner Lockley to appoint Commissioner Ward to the canvassing Board and to authorize travel and expenses for Canvassing Board members to attend the March 31<sup>st</sup> workshop, seconded by Commissioner Boldt. Motion carried 5-0.**

g. ARPC Code Enforcement Report: Ms. Caroline Smith of ARPC stated that the final report for the Franklin County Code Enforcement project is completed and she is prepared to present this report to the Board. I recommend we schedule a 1:30 p.m. workshop on February 1<sup>st</sup> after your regular meeting for this presentation. This would allow sufficient time for Ms. Smith to review the report and for Board questions and comments. After this presentation, I will discuss scheduling the State Fire Marshal's office presentation to the Board.

**Board action to schedule 1:30 p.m. (ET) workshop to allow ARPC to present the final report for the Franklin County Code Enforcement project.**

**On a motion by Commissioner Parrish, seconded by Commissioner Boldt and Commissioner Lockley, to schedule a 1:30 p.m. (ET) workshop on February 1<sup>st</sup> to allow ARPC to present the final report for the Franklin County Code Enforcement project. Motion carried 5-0.**

h. Extension of COVID-19 Leave: At your September 7, 2021, regular meeting, after consulting with your labor attorney, the Board agreed to allow access, until December 31, 2021, to employees that had remaining Federal FFCRA (COVID-19) emergency sick leave providing one of the three eligible requirements were met and the employee completed the Emergency Paid Sick Leave Request Form. With this new COVID-19 strain, that seems to be highly contagious, is the Board willing to extend access to this leave until March 31, 2022? To be clear, the County isn't adding leave to any employee, only granting access to those with remaining leave.

**Board discussion and direction.**

**On a motion by Commissioner Lockley, seconded by Commissioner Ward, to extend the COVID-19 leave to allow employees access to their remaining COVID-19 leave.**

The Board discussed the leave and how the leave is paid for. Mr. Moron said basically it is the county adding sick leave to employees' time. Commissioner Parrish asked if some of the CARES funding can be used to pay for this. Chairman Jones said the problem is you can't set aside the funding you have to spend it. Mrs. Griffith said there isn't any new leave being granted but an extension of the COVID leave granted. **Motion carried 5-0.**

#### Informational Items

i. Reef Permit Application: The 30-mile reef permit application from the Apalachicola Reef Association authorized for the Chairman's signature at your December 21<sup>st</sup> meeting has been fully executed and submitted to the Army Corps of Engineers for review and permitting. The Board will be informed when the permit is issued.

j. Building Department Permit Legislation: Effective October 1, 2021, HB 1059 changed some county and city building departments permit application review and approval practices. This has caused your building department to change some of its procedures, especially the acceptance of new development applications. I say this because the public, including some contractors, are

not aware of the new rules and regulations mandated by the State, therefore, they do not appreciate why the permit clerks will not accept incomplete building applications with the promise that the applicant will send the required information later. Mr. Steve Paterson, Building Official, will hold a public workshop to review these new rules and procedures along with the new permitting software once it is live.

k.      Scheduling Agenda Items: To make the duration of your regular meeting more efficient and manageable, I am going to make a slight change on how some agenda items are scheduled for upcoming meetings. Presentations and requested to the Board will be on your first monthly meeting (held on the first Tuesday of every month) and since your Planning & Zoning Adjustment Board report is on the second monthly meeting (held on the third Tuesday of every month) I will schedule public hearings on those dates. Hopefully, by guiding these agenda items to specific meetings, county business will be addressed timelier to benefit of the public.

Commissioner Lockley asked if removing the director's reports would save time. Mr. Moron noted that often the Commissioners have things for the directors. Commissioner Parrish asked if the presentations would include things like the fire marshal. Mr. Moron said yes. Commissioner Parrish said we need to set the fire marshal meeting for the March workshop since we have the ARPC coming for the February workshop. Mr. Moron noted that we could always move to consent items and agendas. A consent agenda doesn't lock in the items, you could always pull a particular item if you have questions. Chairman Jones asked Attorney Shuler if that was something the Board wanted to do how would we go about it. Attorney Shuler said it would be something the Board would have to vote on. Attorney Shuler said we have had consent agendas before, and they haven't worked out. Attorney Shuler said we can try it again and if the Board doesn't like it when can go back. Commissioner Parrish said it is a good idea for non-controversial issues. Chairman Jones noted several items on today's agenda that were not necessarily ones that needed comments. Mr. Moron said the Board could think about it and he could add to the agenda for a vote later.

l.      School District Adult Welding Program: I saw a social media post from the school district regarding the adult education Introduction to Welding class at the school in Eastpoint and requested additional information. Based on the attached flyer sent to me, the course is a six-week class, starting on February 1, 2022, that is an introduction to welding or an opportunity for someone to improve their skills at the new welding lab. There is a \$200 fee for this class and only ten available spots. There is additional information on the flyer which will be uploaded to the County's website after this meeting.

Commissioner Parrish asked how active the civic club is in Eastpoint and how much input we have received from them on the rezoning. We need to get input from the people who live in Eastpoint. Mr. Moron asked if the Board wanted him to reach out to the Eastpoint Civic Club. Chairman Jones said he hasn't heard a lot of it. Commissioner Lockley said he doesn't believe in telling people what to do with their property. Commissioner Boldt asked Mr. Moron if he could provide informational signage for projects that are pending. Chairman Jones noted that Mr. Kennedy provided the Board would an update a few meetings ago. Chairman Jones asked Mr. Moron if he would investigate it and get back to the Board.

## **22. County Attorney – Michael Shuler**

Attorney Shuler asked the Board if they have any questions regarding the memorandum, he provided about the dialysis center. Chairman Jones said he believes it is clear if we do anything it can't come from funds from the healthcare trust fund. There are at least two restrictions that limit the use of the healthcare trust fund to be used in Franklin County and limit the use of those funds exclusively to Weems Hospital. It is not a restriction geographically, but the funds are limited to the hospital.

Chairman Jones brought up the issue of the resident who received a letter from DEP regarding the compliance and the aerobic system. He said he wants to make sure we know what we are doing and that we support the state. If you take an aerobic septic system that is for twelve people and you use it for twenty-four, there are going to be some serious environmental issues. There is not a central sewer system on St. George Island if you compound this with over 200 houses on the island, this is a severe environmental issue. Whatever the state is doing to combat that, we need to support it. Chairman Jones said he had met with the homeowners about another matter, and they indicated that they were going to resolve the issue so that they can keep their certificate of occupancy.

### **Commissioners' Comments & Adjournment**

## **23. Commissioners' Comments**

Commissioner Lockley said he wants to see more children get involved with the IFAS program. He would like to see them bring in more programs to get more children involved. Commissioner Boldt said he is in support of this idea.

## **24. Adjournment**

There being no further business to come before the Board, the meeting was adjourned.

---

**Ricky Jones – Chairman**

**Attest:**

---

**Michele Maxwell – Clerk of Courts**

February 1, 2022  
Franklin County Road Department  
Detail of Work Performed and Material Hauled by District  
Detail from 1/13/2022 - 1/26/2022

**District 1 - Commissioner Jones**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Parking lot repair	1/13/2022	W Gorrie Drive
Box drag	1/13/2022	Indian Creek Boat Ramp
Cut grass in ditches	1/13/2022	Old Ferry Dock Road
Parking lot repair	1/13/2022	W Gorrie Drive
Box drag	1/13/2022	Carroll Street
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/13/2022	Old Ferry Dock Road
Trim Trees, Cut bushes back	1/18/2022	W 1st Street
Cleaned out culverts, Sign Maintenance	1/18/2022	E Sawyer Street
Cleaned out culverts, Sign Maintenance	1/18/2022	Howell Street
Trim Trees, Cut bushes back	1/18/2022	W 1st Street
Cleaned out culverts, Sign Maintenance	1/18/2022	Howell Street
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/18/2022	Mosquito Control drainage ditch - Behind Eastpoint post office on Old Ferry Dock Road, south to 98, south to Patton and west on Patton
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/18/2022	Mosquito Control drainage ditch - Behind Eastpoint post office on Old Ferry Dock Road, south to 98, south to Patton and west on Patton
Washout Repair	1/18/2022	W Sawyer Street
Flagged	1/18/2022	W Sawyer Street
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/18/2022	Quinn Street
Weed Eat & Cut Grass around signs & Culverts, Cleaned out culverts	1/18/2022	Patton Drive
Cleaned out culverts, Sign Maintenance	1/18/2022	E Sawyer Street
Flagged	1/18/2022	E Sawyer Street
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/19/2022	Mosquito Control drainage ditch at Eastpoint Church of God on Ave A, south
Flagged	1/19/2022	W Sawyer Street
Cleaned out culverts	1/19/2022	W Sawyer Street
Sign Maintenance	1/19/2022	South Bay Shore Drive
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/19/2022	Mosquito Control drainage ditch at Eastpoint Church of God on Ave A, south
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Trim Trees, Litter Pickup	1/19/2022	Patton Drive
Sign Maintenance	1/19/2022	South Bay Shore Drive
Cleaned out culverts	1/20/2022	Quinn Street
Cleaned out culverts	1/20/2022	N Sawyer Street
Cleaned out culverts	1/20/2022	Quinn Street
Cleaned out culverts	1/20/2022	N Sawyer Street
Pot hole Repair (Fill)	1/24/2022	Shuler Avenue
Pot hole Repair (Fill)	1/24/2022	State Street
Pot hole Repair (Fill)	1/24/2022	State Street
Pot hole Repair (Fill)	1/24/2022	Shuler Avenue
Pot hole Repair (Fill)	1/24/2022	State Street
Pot hole Repair (Fill)	1/24/2022	Shuler Avenue
Pot hole Repair (Fill)	1/24/2022	Shuler Avenue
Pot hole Repair (Fill)	1/24/2022	State Street
Litter Pickup	1/26/2022	N Bay Shore Drive

**District 1 - Commissioner Jones****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Litter Pickup	1/26/2022	N Bay Shore Drive
Litter Pickup	1/26/2022	Barber Drive
Litter Pickup	1/26/2022	Barber Drive
Litter Pickup	1/26/2022	N Bay Shore Drive
Litter Pickup	1/26/2022	Barber Drive
Checked county roads for missing or damaged culvert markers	1/26/2022	County Roads Eastpoint, Ricky Jones
Checked county roads for missing or damaged culvert markers	1/26/2022	County Roads Eastpoint, Ricky Jones

**0****Material HAUL From:**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Litter	1/19/2022	Patton Drive	1	0
Litter	1/26/2022	N Bay Shore Drive	1	0
Litter	1/26/2022	Barber Drive	0.5	0

<b>Litter</b>	<b>TOTAL</b>	<b>2.5</b>	<b>0</b>
---------------	--------------	------------	----------

**Material HAUL To:**

<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Black Dirt	1/24/2022	N Franklin Street	18	0

<b>Black Dirt</b>	<b>TOTAL</b>	<b>18</b>	<b>0</b>
-------------------	--------------	-----------	----------

Cold Mix, Asphalt	1/24/2022	Shuler Avenue	2	0
Cold Mix, Asphalt	1/24/2022	State Street	2	0

<b>Cold Mix, Asphalt</b>	<b>TOTAL</b>	<b>4</b>	<b>0</b>
--------------------------	--------------	----------	----------

Dirty 89 Lime Rock	1/13/2022	Indian Creek (Culvert under N BAYShore)	18	0
Dirty 89 Lime Rock	1/18/2022	E Sawyer Street	18	0
Dirty 89 Lime Rock	1/24/2022	N Franklin Street	18	0

<b>Dirty 89 Lime Rock</b>	<b>TOTAL</b>	<b>54</b>	<b>0</b>
---------------------------	--------------	-----------	----------

Milled Asphalt	1/13/2022	Indian Creek (Culvert under N BAYShore)	18	0
----------------	-----------	-----------------------------------------	----	---

<b>Milled Asphalt</b>	<b>TOTAL</b>	<b>18</b>	<b>0</b>
-----------------------	--------------	-----------	----------

**District 2 - Commissioner Boldt****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Trim Trees, Cut bushes back	1/13/2022	Parker Avenue
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/13/2022	Collins Avenue
Litter Pickup	1/13/2022	CR67
Litter Pickup	1/13/2022	Lake Morality Road
Cut bushes back, Trim Trees	1/13/2022	Parker Avenue
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/13/2022	Collins Avenue
Trim Trees, Cut bushes back	1/13/2022	Parker Avenue
Litter Pickup	1/13/2022	CR67
Litter Pickup	1/13/2022	Lake Morality Road
Cut bushes back, Trim Trees	1/13/2022	Parker Avenue
Beaver Dam - Take Out	1/20/2022	Duvall Road
Graded Road(s), Pot hole Repair (Fill), Road Repair	1/20/2022	Duvall Road
Graded Road(s), Pot hole Repair (Fill), Road Repair	1/20/2022	McIntyre Road
Cleaned ditches, Cut grass in ditches	1/23/2022	CR67
Culvert installation	1/23/2022	Franklin Street
Litter Pickup	1/24/2022	Bald Point Road
Litter Pickup	1/24/2022	Pine Street
Litter Pickup	1/24/2022	Rio Vista Drive
Litter Pickup	1/24/2022	Bald Point Road

**District 2 - Commissioner Boldt****Work Performed:**

	<b><u>Date</u></b>	<b><u>Road</u></b>
Litter Pickup	1/24/2022	Alligator Drive
Litter Pickup	1/24/2022	McIntyre Boat Ramp
Sign Maintenance, Litter Pickup	1/24/2022	Jeff Sanders Road
Litter Pickup	1/24/2022	Oak Street (Louisiana Ave/Pinewood Ave)
Litter Pickup	1/24/2022	McIntyre Boat Ramp
Litter Pickup	1/24/2022	Oak Street (Louisiana Ave/Pinewood Ave)
Litter Pickup	1/24/2022	Alligator Drive
Sign Maintenance, Litter Pickup	1/24/2022	Jeff Sanders Road
Flagged	1/24/2022	Franklin Street
Flagged	1/24/2022	CR67
Litter Pickup	1/24/2022	Rio Vista Drive
Flagged	1/25/2022	Collins Avenue
Litter Pickup	1/25/2022	Rio Vista Drive
Litter Pickup	1/25/2022	Bald Point Road
Litter Pickup	1/25/2022	McIntyre Boat Ramp
Litter Pickup	1/25/2022	Oak Street (Louisiana Ave/Pinewood Ave)
Checked county roads for missing or damaged culvert markers	1/25/2022	County Roads, Carrabelle, Bert B. Boldt II
Dig out ditches	1/25/2022	Alligator Drive
Checked county roads for missing or damaged culvert markers	1/25/2022	Collins Avenue
	1/25/2022	County Roads, Carrabelle, Bert B. Boldt II
Litter Pickup	1/26/2022	Spring Drive
Litter Pickup	1/26/2022	Florida Avenue (East)
Litter Pickup	1/26/2022	Collins Avenue
Litter Pickup	1/26/2022	Florida Avenue (East)
Litter Pickup	1/26/2022	Collins Avenue
Litter Pickup	1/26/2022	Spring Drive
Litter Pickup	1/26/2022	Florida Avenue (East)
Litter Pickup	1/26/2022	Collins Avenue
Sign Maintenance	1/26/2022	Mardi Gras Way
Sign Maintenance	1/26/2022	Mardi Gras Way
Litter Pickup	1/26/2022	Spring Drive

0

**Material HAUL From:**

	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Dirty 89 Lime Rock	1/25/2022	Collins Avenue	18	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>18</b>	<b>0</b>
Ditch Dirt	1/24/2022	CR67	18	0
Ditch Dirt	1/25/2022	Collins Avenue	36	0
<b>Ditch Dirt</b>		<b>TOTAL</b>	<b>54</b>	<b>0</b>
Litter	1/24/2022	McIntyre Boat Ramp	1	0
Litter	1/24/2022	Bald Point Road	0.5	0
Litter	1/24/2022	Jeff Sanders Road	0.5	0
Litter	1/24/2022	Alligator Drive	1	0
Litter	1/24/2022	Rio Vista Drive	0.5	0
Litter	1/24/2022	Oak Street (Louisiana Ave/Pinewood Ave)	1	0
Litter	1/26/2022	Collins Avenue	0.5	0
Litter	1/26/2022	Spring Drive	0.5	0
Litter	1/26/2022	Florida Avenue (East)	0.5	0

**District 2 - Commissioner Boldt**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
<b>Litter</b>	<b>TOTAL</b>		<b>6</b>	<b>0</b>
Trees	1/13/2022	Parker Avenue	4	0
<b>Trees</b>	<b>TOTAL</b>		<b>4</b>	<b>0</b>
<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Black Dirt	1/20/2022	McIntyre Road	54	0
Black Dirt	1/20/2022	Duvall Road	18	0
Black Dirt	1/20/2022	Duvall Road	18	0
<b>Black Dirt</b>	<b>TOTAL</b>		<b>90</b>	<b>0</b>
Sand	1/20/2022	McIntyre Road	36	0
<b>Sand</b>	<b>TOTAL</b>		<b>36</b>	<b>0</b>

**District 3 - Commissioner Lockley**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>		
Driveway repair	1/18/2022	13th Street (City of Apalachicola)		
Driveway repair	1/18/2022	13th Street (City of Apalachicola)		
Litter Pickup	1/24/2022	9th Street (City of Apalachicola)		
Litter Pickup	1/24/2022	Avenue M (City of Apalachicola)		
Litter Pickup	1/24/2022	Martin Luther King Jr. Ave. (City of Apalachicola)		
Litter Pickup	1/24/2022	Martin Luther King Jr. Ave. (City of Apalachicola)		
Litter Pickup	1/24/2022	Avenue M (City of Apalachicola)		
Litter Pickup	1/24/2022	9th Street (City of Apalachicola)		
			<b>0</b>	

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Litter	1/24/2022	Avenue M (City of Apalachicola)	1	0
Litter	1/24/2022	9th Street (City of Apalachicola)	1	0
Litter	1/24/2022	Martin Luther King Jr. Ave. (City of Apalachicola)	1	0
<b>Litter</b>	<b>TOTAL</b>		<b>3</b>	<b>0</b>
<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Dirty 89 Lime Rock	1/18/2022	13th Street (City of Apalachicola)	9	0
<b>Dirty 89 Lime Rock</b>	<b>TOTAL</b>		<b>9</b>	<b>0</b>

**District 4 - Commissioner Parrish**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/13/2022	Bluff Road		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/13/2022	Bluff Road		
Removed Flowers	1/18/2022	Bay City Work Camp		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/18/2022	Bluff Road		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/18/2022	Bluff Road		
Remove Flowers	1/18/2022	Bay City Work Camp		
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/19/2022	Mosquito Control drainage ditch at end of Bluff Road east to Apalachicola River, thru Big Oaks Subdivision		
Removed debris and toss	1/19/2022	Bluff Road		
Removed flowers	1/19/2022	Bay City Work Camp		
Driveway repair	1/19/2022	Paradise Lane		
Remove Trees	1/19/2022	Bay City Work Camp		
Flagged	1/19/2022	Bluff Road		
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/19/2022	Mosquito Control drainage ditch at end of Bluff Road east to Apalachicola River, thru Big Oaks Subdivision		



**District 4 - Commissioner Parrish****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Litter Pickup	1/19/2022	Thomas Drive
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/19/2022	Bluff Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	1/19/2022	Bluff Road
Litter Pickup	1/19/2022	Thomas Drive
Cut grass in ditches, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	1/19/2022	Magnolia Circle
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	1/19/2022	Magnolia Lane
Cut bushes back	1/26/2022	Fence Line Apalachicola Air Port

**0****Material HAUL From:**

<b><u>Material HAUL From:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Dirty 89 Lime Rock	1/19/2022	Bluff Road	3	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>3</b>	<b>0</b>
Litter	1/19/2022	Bluff Road	2	0
Litter	1/19/2022	Magnolia Lane	2	0
Litter	1/19/2022	Thomas Drive	1	0
<b>Litter</b>		<b>TOTAL</b>	<b>5</b>	<b>0</b>

**Material HAUL To:**

<b><u>Material HAUL To:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>	<b><u>Cubic Yards</u></b>	<b><u>Tons</u></b>
Dirty 89 Lime Rock	1/19/2022	Paradise Lane	4	0
Dirty 89 Lime Rock	1/19/2022	Paradise Lane	4	0
Dirty 89 Lime Rock	1/19/2022	Paradise Lane	5	0
Dirty 89 Lime Rock	1/19/2022	Paradise Lane	15	0
<b>Dirty 89 Lime Rock</b>		<b>TOTAL</b>	<b>28</b>	<b>0</b>

**District 5 - Commissioner Ward****Work Performed:**

<b><u>Work Performed:</u></b>	<b><u>Date</u></b>	<b><u>Road</u></b>
Culvert installation	1/13/2022	7th Street
Box drag	1/13/2022	5th Street
Flagged	1/13/2022	7th Street
Box drag	1/13/2022	7th Street
Cut Trees down and removed	1/19/2022	Bloody Bluff Road
Sign Maintenance	1/19/2022	Lighthouse Road (Paved Portion)
Sign Maintenance	1/19/2022	Lighthouse Road (Paved Portion)
Flagged	1/19/2022	65 State Road
Cleaned ditches	1/19/2022	65 State Road
Weed Eat & Cut Grass around signs & Culverts	1/20/2022	Ridge Road
Weed Eat & Cut Grass around signs & Culverts	1/20/2022	Ridge Road
Mosquito Control drainage ditches - Remove debris, dislodging beaver dams, general maintenance	1/21/2022	Mosquito Control drainage ditch - On CC Lar between East & West Coastline RV Park to HWY 98
Cleaned ditches, Cut grass in ditches	1/23/2022	CC Land
Flagged	1/24/2022	CC Land
Checked county roads for missing or damaged culvert markers	1/25/2022	County Roads, Carrabelle, Jessica Ward
Checked county roads for missing or damaged culvert markers	1/25/2022	County Roads, Carrabelle, Jessica Ward
Checked county roads for missing or damaged culvert markers	1/26/2022	County Roads, Eastpoint Jessica Ward
Checked county roads for missing or damaged culvert markers	1/26/2022	County Roads, Eastpoint Jessica Ward

**0**

**District 5 - Commissioner Ward****Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Ditch Dirt	1/24/2022	CC Land	72	0
<b>Ditch Dirt</b>	<b>TOTAL</b>		<b>72</b>	<b>0</b>

**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	1/13/2022	7th Street	18	0
<b>Black Dirt</b>	<b>TOTAL</b>		<b>18</b>	<b>0</b>
Dirty 89 Lime Rock	1/13/2022	7th Street	36	0
<b>Dirty 89 Lime Rock</b>	<b>TOTAL</b>		<b>36</b>	<b>0</b>



## FRANKLIN COUNTY DEPARTMENT OF

Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation

210 State Road 65  
Eastpoint, Florida 32328

Tel.: 850-670-8167

Fax: 850-670-5716

Email: fcswd@fairpoint.net

### DIRECTOR'S REPORT

**FOR:** The Franklin County Board of County Commissioners

**DATE** February 1, 2022

**TIME:** 9:00 A.M.

### SUBJECT(S):

**New Hires and Replacement Position:** - Mark Custer has been hired for the replacement Equipment Operator position in Solid Waste. Our new hire employees are Mackenzie Wilson for Equipment Operator Solid Waste and Keondre' Sewell for Groundkeeper Inmate Supervisor Park and Recreation.

### **FOR BOARD INFORMATION:**

### **Right-of-Way Debris Pickup/Recycle Material**

### **FOR BOARD INFORMATION:**

**January 12<sup>th</sup> – January 25<sup>th</sup>**

#### **RIGHT-OF-WAY DEBRIS PICKUP**

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
50.39 TONS	11.09 TONS	117.03 TONS	35.82 TONS	3.18 TONS	2.43 TONS

#### **RECYCLE MATERIAL HAULED**

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	5.49 TONS	6.04 TONS	1.08 TONS	-0- TONS	-0- TONS	-0- TONS	.83 TONS
Plastic, Paper, Glass, Aluminum 2.25 Tons	-0-TONS	-0- TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS	-0-TONS

### **REQUESTED ACTION: None**

**FLORIDA DEPARTMENT OF STATE**  
**DIVISION OF LIBRARY AND INFORMATION SERVICES**  
**STATE AID TO LIBRARIES GRANT APPLICATION**  
**Certification of Hours, Free Library Service and Access to Materials**

The Franklin County Board of County Commissioners, governing body for the Franklin County Public Library hereby certifies that the following statements are true for the time period October 1, 2019 through June 30, 2022:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

**Signature**

---

Chair, Library Governing Body

---

Date

---

Name (Typed)



### **What is it?**

The Transportation Regional Incentive Program (TRIP) was created as part of major Growth Management legislation enacted during the 2005 Legislative Session (SB 360). The purpose of the program is to encourage regional planning by providing state matching funds for improvements to regionally significant transportation facilities identified and prioritized by regional partners.

### **Who is eligible to participate in the program?**

Eligible partners are shown in the chart on the right. These partners must form a regional transportation area, pursuant to an interlocal agreement, and develop a regional transportation plan that identifies and prioritizes regionally significant facilities.

### **You mentioned an interlocal agreement. What does the interlocal agreement have to include?**

To qualify for TRIP funding, partners must sign an interlocal agreement that:

- includes development of the regional transportation plan
- delineates the boundaries of the regional transportation area
- provides the duration of the agreement and how it may be changed
- describes the planning process, and defines a dispute resolution process

### **Is there a local match required?**

Yes. TRIP funds are to be used to match local or regional funds up to 50% of the total project costs for public transportation projects. In-kind matches such as right of way donations and private funds made available to the regional partners are also allowed. Federal funds attributable to urbanized areas over 200,000 in population may also be used for the local/regional match.

### **Eligible Partners**

- Two or more contiguous MPOs
- One or more MPOs and one or more contiguous counties that are not members of a MPO
- A multi-county regional transportation authority created by or pursuant to law
- Two or more contiguous counties that are not members of a MPO
- MPOs comprised of three or more counties

### **Is this a grant program like CIGP?**

No. TRIP is not a grant program like the County Incentive Grant Program (CIGP). It is a matching program designed to leverage investments in regionally-significant road and public transportation projects. Regional partners submit a prioritized list of projects, identified in a regional transportation plan, to the Florida Department of Transportation (FDOT) District (see map on reverse). The FDOT District then selects projects for inclusion in the 5-year work program. Please note the Department may not program a project using TRIP funds unless the project meets the requirements of Section 339.2819, F.S.

### **What is the source of TRIP funding?**

TRIP is funded as specified in 201.15 F.S. and the State Transportation Trust Fund.

### **How much money will my area get?**

TRIP funds are distributed to the FDOT Districts based on a statutory formula of equal parts population and fuel tax collections. See the reverse side for a list of FDOT District TRIP contacts.

### **Are there any eligibility criteria for TRIP projects?**

Yes. Projects to be funded through TRIP must, at a minimum:

- Serve national, statewide or regional functions and function as part of an integrated transportation system,
- Be identified in the capital improvements element of the appropriate local government comprehensive plan that is in compliance with Part II, Chapter 163, F.S.,
- Be included in the MPO LRTP, the STIP, TIP and consistent with the local government comprehensive plan,
- Be consistent with the Strategic Intermodal System (SIS) developed under Section 339.64, F.S.,
- Be in compliance with local corridor management policies adopted in the applicable local government comprehensive plan, and
- Have commitment of local, regional or private matching funds.

Projects funded under TRIP will be included in the Department's adopted work program developed pursuant to Section 339.135, F.S.

**For more information about the TRIP program, please contact your FDOT District representative or visit our website at the address below.**

**District 1** – Lisa Brinson  
(863) 519-2836

**District 2** – Kimberly Evans  
(386) 961-7402

**District 3** – Maria Showalter  
(850) 330-1550

**District 4** – Mya Williams  
(954) 777-4608

**District 5** – Lisa Buscher  
(386) 943-5452

**District 6** – Xiomara Nunez  
(305) 470-5404

**District 7** – Sara Clark

(813) 975-6439

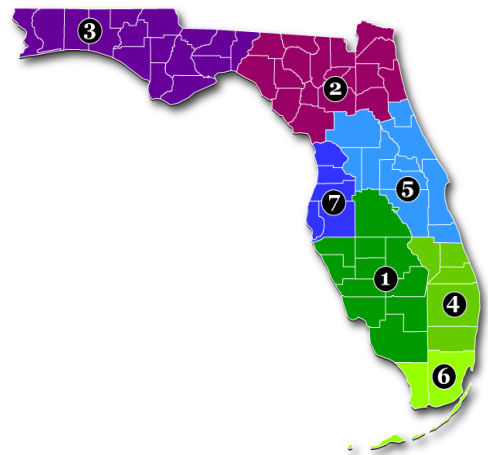
**Central** – Lorraine Moyle

**Office** (850) 414-4383

### **Does the Department give priority to certain types of projects?**

Yes. As provided by law, the Department will give priority to projects that do the following:

- Provide connectivity to the Strategic Intermodal System,
- Support economic development and goods movement in rural areas of critical economic concern,
- Are subject to local ordinances that establish corridor management techniques,
- Improve connectivity between military installations and the Strategic Highway Network or the Strategic Rail Corridor Network and
- The extent to which local matching funds are available to be committed to the project.



# FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

## FIXED ASSET DISPOSAL REQUEST FORM

**\*DISPOSAL MUST BE AUTHORIZED BY BOCC\***

### PART 1 - REQUESTING DEPARTMENT

I request that the following fixed asset(s) be removed from inventory pending authorization from the Board of County Commissioners.

Print Name: Erin Griffith

Department: Fiscal Management

Property Description:

Property ID Tag #:

Ambulance Service / 2000 Ford F350 Ambulance / VIN 1FDWF36F9YED68144	
Ambulance Service / 2004 Ford F350 Ambulance / VIN 1FDWF36P14EC79073	
Ambulance Service / 2008 Dodge Sprinter Van Ambulance / VIN WD0PE745585283502	
Road Department / 1981 Trailmaster Water Tank / VIN 1T9AF15B0BF003206, Plate 93527	A004272
Road Department / 1993 Ford 7740 Tractor / VIN BD53861	A003066
Road Department / 1994 Jeep Cherokee 4x4 / VIN 1J4FJ28S4RLI89251	
Road Department / 2000 Ward International 4700 / VIN 1HTSCAAN5XH592056	A003629
Road Department / 2000 Ward International 4700 DT466E / VIN 1HTSCAAN4YH219091	A003705
Road Department / 2000 Ford F150 / VIN 1FTRF18L6YNB97197	A003837
Road Department / 2001 Ford F150 / VIN 1FTRF18L41NA64377	A003934
Road Department / 2001 Chevy Blazer / VIN 1GNDDT13W11K263206	
Road Department / 2004 Ford F150 / VIN 1FTRF14504NA95606	A004284
Road Department / 2004 Chevy Venture Van / VIN 1GNDX03E34D2118329	
Road Department / 150/250 Tack Tank Trailer / VIN WM11B9AA111271309	A004733
Road Department / 2001 Snapper Pro Zero Turn / Model CZ719481KWV / SN 2000652828	A004685
Road Department / 2008 Snapper Pro Zero Turn / Model CZ719481KWV / SN 2000239022	A004793
Road Department / 2007 Snapper Pro Zero Turn / Model CZ719481KWV / SN 2000463932	A004715
Road Department / 2013 Snapper Pro Turn, Walk Behind / SN 2000613821	A005130
Road Department / Junk Metal 32 Old Sarla Commercial Grade Push Mowers	
Road Department / Junk Metal Old Mack Transmission, Cutting Saw, Mud Pump	
Road Department / 1993 STOW Econoroll Static Roller / Model R2000 - SS Water Tank	A003063, A003064, A003065
Road Department / Junk Metal 72" Mower Deck	
Road Department / Junk Metal 4 Inoperable Air Jacks	
Road Department / 2000 New Holland TS100 Tractor / Model TS100	A003931
Road Department / Grade Master Box Drag 110 10 Foot	
Parks & Rec / 2007 Ford Van / VIN 1FBNE31L77DA89381	
Parks & Rec / 2005 Ford Van / VIN 1FBNE31L76HB39848	
Parks & Rec / 2004 Ford Ranger Truck / VIN 1FTZR45E34TA17226	
Parks & Rec / 2003 Chevy Blazer / VIN 1GNDDT13X53K167977	
Parks & Rec / 2001 GMC Sierra / VIN 2GTEC19T111382691	A005157
Solid Waste / 1996 Ford Ranger / VIN 1FTCR14U8VPA46440	A003494
Solid Waste / 1997 Ford F150 Truck / VIN 1FTDF1726VND40244	
Solid Waste / 1996 Ford F150 Truck / VIN 1FTDF1723VNB49980	A003512
Solid Waste / 2008 International Recycle Cab Truck / VIN 1HTMMAAL28H638187	
Solid Waste / 1989 Mack Truck / VIN 1M2N277Y1KW009936	
Solid Waste / 2009 Sterling Acterra Dumptruck / VIN 2FZACGDT49AAH0340	
Animal Control / 2005 GMC Sierra Truck / VIN 1GTEK192552178349	A005157
Courthouse Maintenance / 2000 Mazda Truck / VIN 4F4YR16C9YTM24505	
Emergency Management / 1998 Ford Explorer / VIN 3452	
Emergency Management / Ricoh Aficio Copier / SN V1495400236	A004938
Emergency Management / Attached list of untagged office equipment	

REASON REMOVAL REQUESTED: Equipment listed above has been submitted as surplus equipment and is requested to be removed from inventory and approved for disposal at public auction scheduled on 02/19/22.

Requestor's Signature \_\_\_\_\_ Date \_\_\_\_\_ Authorized By: BOCC Chairman \_\_\_\_\_ Date \_\_\_\_\_

### PART 2 - FOR FINANCE OFFICE USE ONLY

Date removal processed: \_\_\_\_\_ Initials: \_\_\_\_\_ Date Removal Approved: \_\_\_\_\_

Add. Notes:



# EM OFFICE EQUIP

Name	Quantity	Description	Notes
Ricoh Aficio Copier	1	Serial #: V1495400236	Property Tag # A004938
NEC Office Phone	1	Model: DTH-32D-1(BK)TEL	
NEC Office Phone	3	Model: DTH-8D-1(BK)TEL	
NEC Office Phone	3	Model: DTU-32D-2(BK)TEL	
NEC Office Phone	7	Model: DTU-8-2(BK)TEL	
Dell Keyboard	6	Model: SK-8110	
Dell Keyboard	1	Model: RT7D00	
HP Keyboard	1	Model: 9109	
Inland Keyboard	1	Model: 70133	
Emachines Keyboard	1	Model: KB0511	
Dell Mouse	7	Serial #: 511053188	
Dell Mouse	1	Model: 5V 20mA	
HP Laptop	1	Pavilion	
Acer Laptop	1	Model: Aspire 5733Z-4633	
Acer Laptop	1	Model: Acer TravelMate 290	
HP Laptop	1	Model: E2 Vision	
HP Laptop	1	Model: Pavilion dv7-1245dx	
Dell monitor	1	Model: E153FPb	
Dell monitor	2	Model: E193FPp	
ViewSonic Monitor	1	Model: VA703b	



Name	Quantity	Description	Notes
HP Monitor	2	Pavilion f50	
I-INC Monitor	1	Model: HSG1123	
Harris Radio Charger	1	Model: Rev J 2213	

FLORIDA  
AUCTION  
NETWORK<sub>LLC</sub>

AB3488 850-896-2343 AU4677

# LIVE - GOVT SURPLUS & MORE AUCTION - LIVE

**2/19/22 at 9:00 a.m. EST**

# FRANKLIN COUNTY ROADS & BRIDGES YARD

**376 HWY 65, EASTPOINT, FL 32328**

## ITEMS FROM FRANKLIN COUNTY, FL

## & OTHER CONSIGNORS

**MORE ITEMS ARRIVING DAILY! GET YOURS INCLUDED!**

**CALL 850-896-2343**



Page 46

**13% BUYER'S PREMIUM—3% DISCOUNT FOR CASH/CHECK - CASH, CHECK, AND CREDIT CARDS ACCEPTED +TAX, TAG, AND TITLE**



Dewberry Engineers Inc. | 850.227.7200  
324 Marina Drive | 850.227.7215 fax  
Port Saint Joe, FL 32456 | www.dewberry.com

January 26, 2022

Franklin County BOCC  
Attn: Ricky Jones, Chairman  
33 Market Street, Suite 203  
Apalachicola, FL 32320

RE: County Road 67 Womack Creek – FPID 449880-1-34-01  
Professional Services Fee Proposal

Dear Mr. Jones:

It is our understanding that the County has received funding from the FDOT Bridge Small County Outreach Program (SCOP) for the repairs of the 67 Womack Creek Bridge Culvert Repair Project BR #49035. Dewberry Engineers, Inc. (DEI) is pleased to provide this proposed Task Order to provide these professional services. **Exhibit A** contains a detailed Task Order with a description of the scope of services for the pre-construction design services. DEI proposes to provide these services for a fee of **\$108,189.00**. The associated fees are within the allowable fees outlined by FDOT.

If you have any questions, please give me a call at 850.693.2181.

Sincerely,

A handwritten signature in blue ink, appearing to read "JB", is written over a large, faint, stylized "3" or "B" that serves as a background for the signature.

Josh Baxley, P.E.  
Associate, Branch Manager

**EXHIBIT A**  
**67 WOMACH CREEK BRIDGE CULVERT REPAIR BR# 49035 –SCOP**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR FRANKLIN COUNTY**  
**JANUARY 2022**

This Task Order is for the purpose of Dewberry as the ENGINEER to provide pre-construction design services for the repairs of the 67 Womack Creek Bridge Culvert Repair project for Franklin County (County) acting by and through its Commission.

**DESCRIPTION OF ENGINEERING SERVICES**

**TASK A - SURVEY**

1. Establish primary and secondary horizontal control at intervals not to exceed 1,000'
2. Establish vertical control for use in cross sections, DTM & drainage surveys and future construction activities
3. Establish alignment of County Road 67 at Womack Creek crossing.
4. Locate all visible improvements within the right of way including but not limited to fences, driveways, side streets, signs, drainage structures, guardrails, wood lines, above ground utilities, wetland boundaries, etc.
5. Perform cross sections at intervals along tangent sections. Curve sections to be acquired at P.C., P.T., 50' before and after curve and at 50' intervals within curves (minimum)
6. Survey section lines that intersect alignment or depict ties to alignment on existing right of way maps
7. Provide work zone safety as required by the FDOT Surveying & Mapping Handbook
8. Perform research of existing right of way documents, maps, adjoining plats and parcel deeds to assist in right of way calculations
9. Prepare Project Network Control sheets for inclusion in construction plans
10. Implement a Quality Assurance/Quality Control Plan. Attend survey review meetings and provide revisions as needed to review comments. Perform verification of the field conditions as related to the collected survey data

**TASK B - ENVIRONMENTAL**

1. Research existing National Wetland Inventory maps and perform detailed site delineation to determine extents of wetland and other surface waters
2. Prepare and submit NWFWM permit application as necessary
3. Prepare and submit ACOE permit application including 8.5" x 11" Dredge and Fill Sketches
4. Attend pre application meeting with NWFWM and ACOE.
5. Coordinate the mitigation process, if necessary.
6. Respond to requests for additional information from all reviewing agencies.

**TASK C - DESIGN**

1. DEI shall evaluate existing infrastructure to determine necessary improvements.
2. DEI shall design the bridge/culvert repairs in accordance with approved standards.
3. DEI shall evaluate roadside obstructions to ensure new roadway meets all clear zone requirements.
4. DEI shall submit a 60% review set to the County and to FDOT.
5. DEI shall submit a 90% review set to the County and to FDOT.
6. DEI shall update construction plans based on 90% comments from FDOT and County staff.
7. DEI shall prepare construction plans and specifications necessary to bid the proposed project.
8. DEI shall prepare all bid documents.
9. DEI shall review bids and make recommendation for bid award.



**TASK D – DELIVERABLES**

1. DEI shall provide 3 sets of 90% plans, bid documents, and construction estimate.
2. DEI shall provide 3 sets of 100% plans and bid documents.

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Title searches
2. Stormwater Permitting with FDEP or NFWFMD
3. Permit application fees
4. Cultural resource assessment survey
5. As-built survey
6. Construction stakeout

**TOTAL (TASK A-D)      \$108,189.00**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

**DEWBERRY**

324 Marina Drive

Port St. Joe, FL 32456

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

Name and Title: Josh Daxley, P.E., Branch Manager

Witnessed: \_\_\_\_\_

Date: 28 Jan 2022

**FRANKLIN COUNTY, FLORIDA**

33 Market Street, Suite 203

Apalachicola, FL 32320

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

Name and Title: Ricky Jones, Chairman, BOCC

Witnessed: \_\_\_\_\_

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

Cc: Mr. Mark Curenton, Franklin County Planner (via email [marke@franklincountyflorida.com](mailto:marke@franklincountyflorida.com))

K:\007.000\Proposal\Womack Creek SCOP\012622 FC CR 67 Womack Creek Task Order.docx

**Addendum to Agreement between Owner and Contractor for  
Construction Contract (Stipulated Price) for  
FEMA Funded Recovery – Alligator Drive Hurricane Damage Repairs  
Federal Terms and Provisions Required by the Federal Emergency  
Management Agency (FEMA)**

This addendum shall apply, accompany and serve as an extension to the existing contractual agreement between Franklin County, also known as the **COUNTY** and **Anderson Columbia Co., Inc.** also known as the **CONTRACTOR** for **Construction of the FEMA Funded Alligator Drive Hurricane Damage Repairs** during the period of March 2021 through April of 2022 in connection with the damages resulting from **Hurricane Michael**.

This addendum covers contractual provisions and terms required by the Federal government, specifically, the Federal Emergency Management Agency (FEMA), for entities that apply and/or receive Federal public assistance including grants for cost recovery or reimbursement resulting from an emergency event. Per FEMA policy and guidelines, these provisions and terms are to be included in all contractual agreements for services in connection with the response and recovery effort from an emergency disaster event. Failure to include these provisions and terms will disqualify the applicant's eligibility for reimbursement.

This addendum is to be signed by the Chairman of the COUNTY which entered into agreement for the above described services.

This agreement and its provisions were adhered to during the activation of the contract even though not on the original contract executed before the disaster between the CONTRACTOR and the COUNTY.

Contract notice of award date: March 16, 2021

Contract date: March 16, 2021

Contract: FEMA FUNDED RECOVERY

## **AGREEMENT ADDENDUM**

### **AMENDMENT EXHIBIT "A"**

#### **FEDERAL TERMS**

**Agreements issued by the COUNTY to the CONTRACTOR are subject to federal terms in this document. By performing the work, CONTRACTOR has accepted these terms.**

#### **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY. CONTRACTOR and all its subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing DHS and FEMA access to records, accounts, documents, information, facilities, and staff.

#### **CHANGE IN SCOPE OF SERVICES/WORK**

A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by CONTRACTOR that the scope of the project or of the CONTRACTOR's services has been changed, requiring changes to the amount of compensation to the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY'S Chairman and CONTRACTOR 's representative.

B. CONTRACTOR believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to CONTRACTOR, then CONTRACTOR must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the CONTRACTOR will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The CONTRACTOR must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

#### **MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the CONTRACTOR

under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The COUNTY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the CONTRACTOR, then the CONTRACTOR or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

#### TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty ( 60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

#### NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to



comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 ( 42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

To the extent required by Federal program legislation, including FEMA grant and cooperative agreement programs, During the performance of this Agreement, the CONTRACTOR, in accordance with Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C, agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

#### FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Section 1- Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 2 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Section 3 - Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Section 4 - Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-applies to Contracts and subgrants of amounts in excess of \$150,000.

Section 5 - Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 6 - Byrd Anti-Lobbying Amendment (31 U.S.C. I 352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (Attached hereto as Exhibit "1 "). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Section 7 - Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management\_ services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials 6 identified in the EPA guidelines.

Section 8. -Acknowledgement of FEMA funding. Financial assistance from FEMA will be used to at least partially fund the Agreement. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and executive orders, as well as FEMA policies, procedures, and directives.

#### **Other Federal Requirements:**

Section 9 - Americans with Disabilities Act of 1990, as amended (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

Section 10 - Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F .R. § 200.321 ( as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES,  
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

Section 11 - The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Section 12 - If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).

Section 13 - The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

Section 14. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for False Claims. The Federal False Claims Act ("FCA") (31 USC §§3729-3733) provides, in pertinent part, as follows. Any person who : i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; iii. conspires to commit a violation of any of the subparagraphs listed here; iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; v. is authorized to make or deliver a

document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government. is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 ); 1 plus 3 times the amount of damages which the Government sustains because of the act of that person. CONTRACTOR acknowledges that 31 USC Chapter 38. §§ 3801 - 3812 applies to claims made under the Agreement. If CONTRACTOR submits a claim that it knows is false or contains false information, the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

Section 15. The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

Section 16. Use of DHS Seal, Logo, and Flags. CONTRACTOR must obtain permission from the DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed by their undersigned officials as duly authorized.

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

\_\_\_\_\_  
Printed Name & Title for Anderson Columbia Co., Inc. (CONTRACTOR)

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

Ricky D. Jones, Chairman  
Franklin County Board of County Commissioners (COUNTY)

**Addendum to Agreement between Owner and Contractor for  
Construction Contract (Stipulated Price) for  
FEMA Funded Recovery – Eastpoint Fishing Pier Washout Repair  
Federal Terms and Provisions Required by the Federal Emergency  
Management Agency (FEMA)**

This addendum shall apply, accompany and serve as an extension to the existing contractual agreement between Franklin County, also known as the **COUNTY** and **North Florida Construction, Inc.** also known as the **CONTRACTOR** for **Construction of the FEMA Funded Eastpoint Fishing Pier Washout Repair** during the period of August 2021 through March of 2022 in connection with the damages resulting from **Hurricane Michael**.

This addendum covers contractual provisions and terms required by the Federal government, specifically, the Federal Emergency Management Agency (FEMA), for entities that apply and/or receive Federal public assistance including grants for cost recovery or reimbursement resulting from an emergency event. Per FEMA policy and guidelines, these provisions and terms are to be included in all contractual agreements for services in connection with the response and recovery effort from an emergency disaster event. Failure to include these provisions and terms will disqualify the applicant's eligibility for reimbursement.

This addendum is to be signed by the Chairman of the COUNTY which entered into agreement for the above described services.

This agreement and its provisions were adhered to during the activation of the contract even though not on the original contract executed before the disaster between the CONTRACTOR and the COUNTY.

Contract notice of award date: July 6, 2021

Contract date: August 13, 2021

Contract: FEMA FUNDED RECOVERY

## **AGREEMENT ADDENDUM**

### **AMENDMENT EXHIBIT "A"**

#### **FEDERAL TERMS**

**Agreements issued by the COUNTY to the CONTRACTOR are subject to federal terms in this document. By performing the work, CONTRACTOR has accepted these terms.**

#### **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY. CONTRACTOR and all its subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing DHS and FEMA access to records, accounts, documents, information, facilities, and staff.

#### **CHANGE IN SCOPE OF SERVICES/WORK**

A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by CONTRACTOR that the scope of the project or of the CONTRACTOR's services has been changed, requiring changes to the amount of compensation to the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY'S Chairman and CONTRACTOR 's representative.

B. CONTRACTOR believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to CONTRACTOR, then CONTRACTOR must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the CONTRACTOR will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The CONTRACTOR must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

#### **MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the CONTRACTOR



under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The COUNTY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the CONTRACTOR, then the CONTRACTOR or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

#### TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty ( 60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

#### NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to

comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 ( 42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

To the extent required by Federal program legislation, including FEMA grant and cooperative agreement programs, During the performance of this Agreement, the CONTRACTOR, in accordance with Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C, agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

#### FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Section 1- Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 2 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Section 3 - Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Section 4 - Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-applies to Contracts and subgrants of amounts in excess of \$150,000.

Section 5 - Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 6 - Byrd Anti-Lobbying Amendment (31 U.S.C. I 352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (Attached hereto as Exhibit "1 "). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Section 7 - Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management\_ services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials 6 identified in the EPA guidelines.

Section 8. -Acknowledgement of FEMA funding. Financial assistance from FEMA will be used to at least partially fund the Agreement. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and executive orders, as well as FEMA policies, procedures, and directives.

#### **Other Federal Requirements:**

Section 9 - Americans with Disabilities Act of 1990, as amended (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

Section 10 - Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F .R. § 200.321 ( as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES,  
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

Section 11 - The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Section 12 - If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).

Section 13 - The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.


Section 14. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for False Claims. The Federal False Claims Act ("FCA") (31 USC §§3729-3733) provides, in pertinent part, as follows. Any person who : i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; iii. conspires to commit a violation of any of the subparagraphs listed here; iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; v. is authorized to make or deliver a

document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government. is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 ); 1 plus 3 times the amount of damages which the Government sustains because of the act of that person. CONTRACTOR acknowledges that 31 USC Chapter 38. §§ 3801 - 3812 applies to claims made under the Agreement. If CONTRACTOR submits a claim that it knows is false or contains false information, the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

Section 15. The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

Section 16. Use of DHS Seal, Logo, and Flags. CONTRACTOR must obtain permission from the DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed by their undersigned officials as duly authorized.

By:  Date: 1/31/2022  
Stacy Newsome Miller, Vice-President

Printed Name & Title for North Florida Construction, Inc. (CONTRACTOR)

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

Ricky D. Jones, Chairman  
Franklin County Board of County Commissioners (COUNTY)

**Addendum to Agreement between Owner and Contractor for  
Construction Contract (Stipulated Price) for**

**FEMA Funded Recovery – C30A Washout Repair**

**Federal Terms and Provisions Required by the Federal Emergency  
Management Agency (FEMA)**

This addendum shall apply, accompany and serve as an extension to the existing contractual agreement between Franklin County, also known as the **COUNTY** and Pigott Asphalt and Sitework, LLC also known as the **CONTRACTOR** for **Construction of the FEMA Funded C30A Washout Repair** during the period of September 2021 through May of 2022 in connection with the damages resulting from **Hurricane Michael**.

This addendum covers contractual provisions and terms required by the Federal government, specifically, the Federal Emergency Management Agency (FEMA), for entities that apply and/or receive Federal public assistance including grants for cost recovery or reimbursement resulting from an emergency event. Per FEMA policy and guidelines, these provisions and terms are to be included in all contractual agreements for services in connection with the response and recovery effort from an emergency disaster event. Failure to include these provisions and terms will disqualify the applicant's eligibility for reimbursement.

This addendum is to be signed by the Chairman of the **COUNTY** which entered into agreement for the above described services.

This agreement and its provisions were adhered to during the activation of the contract even though not on the original contract executed before the disaster between the **CONTRACTOR** and the **COUNTY**.

Contract notice of award date: August 24, 2021

Contract date: September 21, 2021

Contract: FEMA FUNDED RECOVERY

**AGREEMENT ADDENDUM**



## AMENDMENT EXHIBIT "A"

### FEDERAL TERMS

**Agreements issued by the COUNTY to the CONTRACTOR are subject to federal terms in this document. By performing the work, CONTRACTOR has accepted these terms.**

#### MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY. CONTRACTOR and all its subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing DHS and FEMA access to records, accounts, documents, information, facilities, and staff.

#### CHANGE IN SCOPE OF SERVICES/WORK

A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by CONTRACTOR that the scope of the project or of the CONTRACTOR's services has been changed, requiring changes to the amount of compensation to the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY'S Chairman and CONTRACTOR 's representative.

B. CONTRACTOR believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to CONTRACTOR, then CONTRACTOR must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the CONTRACTOR will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The CONTRACTOR must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

#### MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the CONTRACTOR under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The COUNTY shall give the

CONTRACTOR notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the CONTRACTOR, then the CONTRACTOR or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The COUNTY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

#### TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty ( 60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon one (1) weeks' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract.

#### NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of





1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 ( 42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; I 0) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

To the extent required by Federal program legislation, including FEMA grant and cooperative agreement programs, During the performance of this Agreement, the CONTRACTOR, in accordance with Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C, agrees as follows:

I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

#### FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Section 1- Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public



Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 2 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Section 3 - Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Section 4 - Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. §§7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-applies to Contracts and subgrants of amounts in excess of \$150,000.

Section 5 - Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award



(see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 6 - Byrd Anti-Lobbying Amendment (31 U.S.C. I 352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (Attached hereto as Exhibit "1 "). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Section 7 - Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management\_ services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials 6 identified in the EPA guidelines.

Section 8. -Acknowledgement of FEMA funding. Financial assistance from FEMA will be used to at least partially fund the Agreement. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and executive orders, as well as FEMA policies, procedures, and directives.

#### **Other Federal Requirements:**

Section 9 - Americans with Disabilities Act of 1990, as amended (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

Section 10 - Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321 ( as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.



2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES,  
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

Section 11 - The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Section 12 - If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).

Section 13 - The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

Section 14. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for False Claims. The Federal False Claims Act ("FCA") (31 USC §§3729-3733) provides, in pertinent part, as follows. Any person who : i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; iii. conspires to commit a violation of any of the subparagraphs listed here; iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; v. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to

defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government. is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 ); 1 plus 3 times the amount of damages which the Government sustains because of the act of that person. CONTRACTOR acknowledges that 31 USC Chapter 38. §§ 3801 - 3812 applies to claims made under the Agreement. If CONTRACTOR submits a claim that it knows is false or contains false information, the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

Section 15. The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

Section 16. Use of DHS Seal, Logo, and Flags. CONTRACTOR must obtain permission from the DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed by their undersigned officials as duly authorized.

By: Melissa Spiers Date: 1-27-22  
Melissa Spiers

Printed Name & Title for Pigott Asphalt and Sitework, LLC (CONTRACTOR)

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

Ricky D. Jones, Chairman  
Franklin County Board of County Commissioners (COUNTY)



Agreement Number: H0683  
Project Number: 4399-075-R

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Franklin County
Sub-Recipient's unique entity identifier (FEIN):	59-6000612
Federal Award Identification Number (FAIN):	FEMA-DR-4399-FL
Federal Award Date:	June 16, 2021
Subaward Period of Performance Start and End Date:	Upon execution through September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	\$607,539.82
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$636,889.57
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$636,889.57
Federal award project description (see FFATA):	Generators
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Patrick.Lester@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Franklin County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Patrick Lester,  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: 786-445-0161  
Email: [Patrick.Lester@em.myflorida.com](mailto:Patrick.Lester@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Pamela Brownell,  
Emergency Management Director  
28 Airport Road  
Apalachicola, FL 32320  
Telephone: 850-653-8977  
Email: em3frank@fairpoint.net

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$607,539.82**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### **(10) RECORDS**

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to



perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

#### (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

### **(13) MONITORING**

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

### **(14) LIABILITY**

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division



to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

**(25) LEGAL AUTHORIZATION**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

**(26) EQUAL OPPORTUNITY EMPLOYMENT**

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### (27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(28) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(30) SUSPENSION AND DEBARMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** Franklin County

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

Name and Title: Ricky Jones BOCC Chairman

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

FEID#: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 607,539.82**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to five (5) critical facilities, in Apalachicola, Franklin County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-075-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Franklin County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to five (5) critical facilities located in Apalachicola, Florida 32320 and Carrabelle, Florida 32322.

The HMGP project shall provide protection by purchasing and installing five (5) permanent generators and one (1) trailer mounted 200kW portable generator with the capacities shown below, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The proposed work includes the installation of concrete pads for the permanent generators and the installation of automatic transfer switch at each location. The project shall allow the County to maintain the facilities operational during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

The portable generator(s) shall be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Weems Hospital	135 Avenue G, Apalachicola, FL 32320	250	29.724790,-84.992820
2)	Weems Clinic-Carrabelle	110 5th Street East, Carrabelle, FL 32322	100	29.852525,-84.659281
3)	Emergency Operations Center	28 Airport Road, Apalachicola, FL 32320	125	29.721958,-85.026168
4)	Franklin County Courthouse	33 Market St, Apalachicola, FL 32320	200 (Portable)	29.7258506,-84.9830801
5)	Airport Fuel Island	8 Airport Road, Apalachicola, FL 32320	40	29.721248,-85.034899

6)	Airport Runway Lights	8 Airport Road, Apalachicola, FL 32320	60	29.723154,-85.028027
<b>Portable Generator Storage Location</b>				
7)	Emergency Operations Center Shed	28 Airport Road, Apalachicola, FL 32320		29.722302,-85.026431

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable:
    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    2. Certifying Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation.
  - h) Verification letter or documentation showing that the generator will be protected to the 500-year (0.2% annual chance) flood elevation when deployed and will be stored in an un-shaded X zone or must be protected to the 500-year (0.2% annual chance) flood elevation if placed in a Special Flood Hazard Area (SFHA) or shaded X zone when not in use.
  - i) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Sub-Recipient Management Costs (SRMC)** expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs

as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;



- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to five (5) critical facilities located in Apalachicola, Florida 32320 and Carrabelle, Florida 32322, by installing five (5) permanent generators and a trailer mounted portable generator.

The generators shall be protected against a 500-year flood event by implementing specific activities or by locating the generators outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

The portable generator(s) shall be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator and electrical component are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected. This is only applicable to the Weems Clinic-Carrabelle and Airport Fuel Island locations. .
- 5) The portable generator is supporting a critical action and when deployed must be protected to the 500-year (0.2% annual chance) flood elevation. When not in use they must be stored in an un-shaded X zone or must be protected to the 500-year (0.2% annual chance) flood elevation if placed in the Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project: Executive Order 11988-Floodplains: Generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the Division documenting which protection option was selected.
- 9) The permanent generators and electrical component are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. This is only applicable to the Weems Clinic-Carrabelle and Airport Fuel Island Locations. Source of condition: Executive Order 11988 – Floodplains. Monitoring Required: No
- 10) The portable generator is supporting a critical action and when deployed must be protected to the 500-year (0.2% annual chance) flood elevation. When not in use they must be stored in an un-shaded X zone or must be protected to the 500-year (0.2% annual chance) flood elevation if placed in a Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. Source of condition: Executive Order 11988 – Floodplains. Monitoring Required: No
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4399-075-R**. It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on June 16, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **September 30, 2023**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State Contracting:	2 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Permitting:	2 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	2 Months
State Final Inspection / Compliance:	2 Months
Closeout Compliance:	3 Months
<b>Total Period of Performance:</b>	<b>27 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$655,160.00	\$491,370.00	\$163,790.00
Labor:	\$117,500.00	\$88,125.00	\$29,375.00
Fees:	\$10,000.00	\$7,500.00	\$2,500.00
<b>Initial Agreement Amount:</b>	<b>\$782,660.00</b>	<b>\$586,995.00</b>	<b>\$195,665.00</b>
<b>***Contingency Funds:</b>	<b>\$39,133.00</b>	<b>\$29,349.75</b>	<b>\$9,783.25</b>
<b>Project Total:</b>	<b>\$821,793.00</b>	<b>\$616,344.75</b>	<b>\$205,448.25</b>
<b>****SRMC</b>			
SRMC:	\$20,544.82	\$20,544.82	
SRMC-Pre-Award:	\$0.00	\$0.00	
<b>SRMC Total:</b>	<b>\$20,544.82</b>	<b>\$20,544.82</b>	

*\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**\*\*\* This project has an estimated \$39,133.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to**

their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

**\*\*\*\* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$20,544.82 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

#### Funding Summary Totals

Federal Share:	\$616,344.75	(75.00%)
Non-Federal Share:	\$205,448.25	(25.00%)
<b>Total Project Cost:</b>	<b>\$821,793.00</b>	<b>(100.00%)</b>
<hr/>		
SRMC (100% Federal)	\$20,544.82	

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a



## **Attachment C**

### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
  - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
  - (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
  - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtml](http://www.fema.gov/government/grant/sfha_conditions.shtml)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
  - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

# Attachment D

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Franklin County

REMIT ADDRESS: 28 Airport Road

CITY: Apalachicola STATE: FL ZIP CODE: 32320

PROJECT TYPE: Generators PROJECT #: 4399-075-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0683

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment #: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

**Attachment D (cont.)**  
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT**  
**CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE**  
**HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Franklin County PAYMENT #: \_\_\_\_\_  
PROJECT TYPE: Generators PROJECT #: 4399-075-R  
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0683

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents      % completion of the project. TOTAL					

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.



**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: Franklin County**

**If you are requesting an advance, indicate same by checking the box below.**

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>
Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**If you are requesting an advance, complete the following chart and line item justification below.**

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u></b> <b>ADMINISTRATIVE COSTS</b> <b>(Include Secondary Administration.)</b>	
<b><u>For example</u></b> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F**  
**QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Franklin County PROJECT #: 4399-075-R  
PROJECT TYPE: Generators CONTRACT #: H0683  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

**Financial Amount to Date:**

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe Milestones achieved during this quarter:

Project Proceeding on Schedule? ☐ Yes ☐ No (If No, Describe under Issues below)

Percentage of Milestones completed to Date: \_\_\_\_\_%

Describe Activities - Milestones completed this quarter only:

**Schedule of the Milestones-Activities:**

<u>Milestone</u>	<u>Dates (estimated)</u>
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial Comments:

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:** ☐ No Action Required, OR

☐ Action Required: \_\_\_\_\_

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%  
Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Project Manager

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

## Attachment H

<b>Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion</b>
-----------------------------------------------------------------------------------------------------

### Subcontractor Covered Transactions

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

### SUBCONTRACTOR

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Franklin County**  
\_\_\_\_\_  
Sub-Recipient's Name

**H0683**  
\_\_\_\_\_  
DEM Contract Number

**4399-075-R**  
\_\_\_\_\_  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4399-075-R  
FUNDING AGENCY: Federal Emergency Management Agency  
AWARD AMOUNT: \$ 607,539.82  
OBLIGATION/ACTION DATE: June 16, 2021  
SUBAWARD DATE (if applicable): \_\_\_\_\_  
  
DUNS#: 040874216  
DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_  
 DBA NAME (IF APPLICABLE): \_\_\_\_\_  
 PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
 ADDRESS LINE 1: \_\_\_\_\_  
 ADDRESS LINE 2: \_\_\_\_\_  
 ADDRESS LINE 3: \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_  
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to five (5) critical facilities located in Apalachicola, Florida 32320 and Carrabelle, Florida 32322.

The HMGP project shall provide protection by purchasing and installing five (5) permanent generators and one (1) trailer mounted 200kW portable generator with the capacities shown below, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The proposed work includes the installation of concrete pads for the permanent generators and the installation of automatic transfer switch at each location. The project shall allow the County to maintain the facilities operational during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

The portable generator(s) shall be stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Weems Hospital	135 Avenue G, Apalachicola, FL 32320	250	29.724790,-84.992820
2)	Weems Clinic-Carrabelle	110 5th Street East, Carrabelle, FL 32322	100	29.852525,-84.659281
3)	Emergency Operations Center	28 Airport Road, Apalachicola, FL 32320	125	29.721958,-85.026168
4)	Franklin County Courthouse	33 Market St, Apalachicola, FL 32320	200 (Portable)	29.7258506,-84.9830801

5)	Airport Fuel Island	8 Airport Road, Apalachicola, FL 32320	40	29.721248,-85.034899
6)	Airport Runway Lights	8 Airport Road, Apalachicola, FL 32320	60	29.723154,-85.028027
<b>Portable Generator Storage Location</b>				
7)	Emergency Operations Center Shed	28 Airport Road, Apalachicola, FL 32320		29.722302,-85.026431

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

**\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.**

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
- Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:**

**"Executive"** is defined as "officers, managing partners, or other employees in management positions".

**"Total Compensation"** is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

<b>Rank</b> (Highest to Lowest)	<b>Name</b> (Last, First, MI)	<b>Title</b>	<b>Total Compensation</b> <b>for Most Recently</b> <b>Completed Fiscal Year</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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

## **Attachment J**

### **Mandatory Contract Provisions**

#### **Provisions:**

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

---

<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

## Attachment K

### Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

#### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- j) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- k) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- l) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**

REQUEST FOR REVIEW AND APPROVAL	
<b>SUB-RECIPIENT:</b>	Franklin County
<b>PROJECT #:</b>	DEM-HL00048
<b>PROJECT TITLE:</b>	Hurricane Loss Mitigation Program – Mitigation Retrofit
<b>CONTRACT #:</b>	B0091
<b>MODIFICATION #:</b>	2

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Pamela Brownell, EM Director 28 Airport Road Apalachicola, FL 32320

Enclosed is your copy of the proposed contract/modification between **Franklin County** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
<input checked="" type="checkbox"/>	N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
<input checked="" type="checkbox"/>	N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Jenna Hayth on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4516 or email me at [Grant.Goodwin@em.myflorida.com](mailto:Grant.Goodwin@em.myflorida.com).

Contract Number: B0091

Project Number: DEM-HL00048

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
FRANKLIN COUNTY**

---

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Franklin County ("the Recipient") to modify Contract Number B0091, dated, October 29, 2020 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hurricane Loss Mitigation Program of \$194,000.00, in State Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on December 31, 2021; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 7 of the Agreement is hereby amended to read as follows:

**(7) PERIOD OF AGREEMENT**

This Agreement shall begin October 29, 2020 and shall end June 30, 2022, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2<sup>nd</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: FRANKLIN COUNTY**

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

Name and Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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



## **EXHIBIT "A"**

### **SCOPE OF WORK AND BUDGET**

#### **HISTORICAL BACKGROUND**

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund ("Cat Fund"). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both "Participants" and "Non-Participants." The term "Participants" refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term "Non-Participants" refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, "Non-Participant" coverage includes "Participant" coverage; but, "Non-Participant" coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service ("IRS") issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the "State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts." Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the \$10 million from the Cat Fund and split that appropriation into three categories: \$4.1 million to match grants from the Federal Emergency Management Agency; \$3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, \$2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the \$2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that "[f]unding of these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation."

Despite the IRS' reliance on Florida's assertion that it would annually appropriate at least \$10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles' decision to veto the sand dune appropriation reduced that year's overall mitigation appropriation down to \$7.2 million.

In 1999, the Florida Legislature passed the "Bill Williams Residential Safety and Preparedness Act" ("the Act"). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program ("HLMF") as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: "This bill creates the Hurricane Loss Mitigation Clearing Trust Fund ("HLMCTF") to receive transfers from the Florida Hurricane Catastrophe Fund ("Cat Fund") to provide funding for hurricane mitigation programs." Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: "The creation of the HLMCTF assures that the \$10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund."

#### **PRESENT SITUATION**

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division") for the Division to administer the HLMP. By statute, that \$10 million is allocated as follows:

- \$3.5 million "to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."
- \$3 million "to retrofit existing facilities used as public hurricane shelters"
- \$2.8 million "to inspect and improve tie-downs for mobile homes"
- \$700,000 "to the Florida International University center dedicated to hurricane research"

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program ("RCMP"), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the \$3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates \$3.5 million for any construction mitigation efforts that will "prevent or reduce losses or reduce the cost of rebuilding after a disaster" – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-19-20-038 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (Division) Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary

in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

**Task 1 (Identification and inspection):** The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspection shall be completed using the state standard "Uniform Mitigation Verification Inspection Form". The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

- a) An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
- b) An estimate of the roof square footage;
- c) An estimate of the square footage of windows and doors;
- d) An indication whether the home has gable end reinforcement;
- e) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

**Task 2 (Scope of work development):** The Recipient shall develop a Scope of Work (SOW) for each project approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the Uniform Mitigation Verification Inspection Form and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's procurement policy.

**Task 3 (Submission of the PIS):** The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested information for each structure, to include color photographs. Cost estimates for each project component must be provided by the selected contractor. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

- a) the structure is on grade or not;
- b) any unpermitted work has occurred at the structure; and,
- c) if any outstanding liens or judgments are attached to the structure or its underlying property.

**Task 4 (Construction):** Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS.

The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

**Task 5 (Final inspection):** Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

**Requests for reimbursement:** During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

**Construction expenses:** The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

**Project management expenses:** The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

## **DELIVERABLES:**

**Deliverable 1 (Identification and inspection):** The Recipient will provide to the Division a copy of the Uniform Mitigation Verification Inspection Form and any additional information provided by the certified mitigation inspector or building official.

**Due Date:** Initial PIS are due within one hundred and twenty (120) days of the contract execution date. Projects and properties may be added and removed through April 15, 2022.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and expenses associated with project identification, plan development, and inspection services.

**Deliverable 2 (Scope of work development):** Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and HLMP Project Number;
- b) Property Owner's Name;
- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;

- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

**Due Date:** Within fourteen (14) days of Contractor selection.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) associated with the approved Project's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

**Deliverable 3 (Submission of the PIS):** Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial PIS. All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

**Due Date:** Initial PIS is due within one hundred and twenty (120) days of the final contract execution date. Recipient requested addition or deletion of properties is due by February 28, 2022.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with project identification, plan development, completion, and submission of the initial Division's PIS.

**Deliverable 4 (Construction):** Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
  - The Period of Performance;
  - A breakdown of material and labor cost;
  - Description of Work Performed; and,
  - Payment amount requested for reimbursement.
- b) Request for Reimbursement; (Attachment D)
  - Signed and dated Summary Page with relevant Detail Pages;
  - Sub-Contractor's Invoice:
    - a. Sub-Contractor Name;
    - b. Property owner name and address;
    - c. Date work performed;
    - d. Exact mitigation measure completed; and,
    - e. Amount requested for each mitigation measure,
  - Copies of Canceled Checks or Electronic Funds Payment Verification;
  - Quarterly Report; and,
  - Affidavit of Partial Competition (if applicable).

**Due Date:** Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter

thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

**Deliverable 5 (Final inspection):** Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
  - The project is 100% complete;
  - Scope of Work for each structure has been completed; and,
  - All relevant building Codes and Standards have been satisfied.
- b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
  - Approved PIS;
  - Scope of Work;
  - Color Photographs, in digital format, documenting mitigation work (pre and post);
  - Building Permit;
  - Post-Inspection Reports/Certificates of Completion for each structure;
  - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
  - All applicable Lien Waivers.
- c) An Electronic Spreadsheet to include:
  - Homeowner's Name;
  - Homeowner's Address;
  - Pre and Post Inspection Dates;
  - Retrofit Measures Completed; and,
  - Retrofit Cost;

**Due Date:** A request for closeout is to be received by the Division on or before June 15, 2022.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The **"Final Reimbursement Request"** must be submitted by August 15, 2022.

**Financial Consequences:** If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;

- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

**Key Deliverable Dates:** The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2022.
Deliverable 2: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 3: Submission of the PIS	No later than 120 days post contract execution.	
Deliverable 4: Construction	To be completed by June 1, 2022.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than August 15, 2022.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.
Deliverable 5: Final Inspection	No later than June 15, 2022.	

**Budget:** The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is HLMP Project Number DEM-HL00048, Franklin County. The Period of Performance for this project shall start upon contract execution and ends June 30, 2022.

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	\$15,000
Construction Expenses	\$179,000
Totals	\$194,000



IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: FRANKLIN COUNTY**

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

Name and Title: Ricky Jones BACC Chairman

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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

# RESOLUTION

## FRANKLIN COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

**WHEREAS**, walking helps meet the goals, objectives, and policies of the Franklin County Comprehensive Plan, and

**WHEREAS**, the Center for Disease Control encourages people to walk for fitness, transportation and fun; and,

**WHEREAS**, there are approximately 66 residences located on River Road between Highway 98 and the intersection of Mill Road and numerous other residences on roads off of River Road; and

**WHEREAS**, many of the residents in this area walk and bicycle along River Road for their health and recreation; and

**WHEREAS**, there is not a paved path along River Road for people to walk or bicycle on, resulting in them walking or bicycling in the roadway or on the grassed shoulder of the road,

**NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS** that they support the design and construction of the multi-use path along River Road from the junction of River Road and Mill Road to U. S. Highway 98, and Ricky D. Jones, the Chairman of the Board of County Commissioners, is hereby authorized to sign the Transportation Alternatives Grant Application requesting funding to design and construct this multi-use path.

This Resolution adopted by the Franklin County Board of County Commissioners this 1th day of February, 2022.

BY: \_\_\_\_\_

Ricky D. Jones, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Michele Maxwell, Clerk

# RESOLUTION

## FRANKLIN COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

**WHEREAS**, walking helps meet the goals, objectives and policies of the Franklin County Comprehensive Plan, and

**WHEREAS**, the Center for Disease Control encourages people to walk for fitness, transportation and fun; and,

**WHEREAS**, there are many residences and businesses along Gulf Beach Drive; and

**WHEREAS**, many of the residents in this area walk or bicycle along Gulf Beach Drive on St. George Island, for their health and recreation; and

**WHEREAS**, the existing Phase I section of the multi-use path is over twenty years old, is narrower than FDOT standards and needs improvements in drainage, ADA accessibility and signage for safety,

**NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS** that they support the design, safety and construction improvements of the multi-use path along Gulf Beach Drive on St. George Island from 6<sup>th</sup> Street East to 7<sup>th</sup> Street West, and Ricky D. Jones, the Chairman of the Board of County Commissioners, is hereby authorized to sign the Transportation Alternatives Grant Application requesting funding to design and construct the improvements for this multi-use path.

This Resolution adopted by the Franklin County Board of County Commissioners this 1st day of February, 2022.

BY: \_\_\_\_\_

Ricky D. Jones, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Michele Maxwell, Clerk



**APALACHEE REGIONAL PLANNING COUNCIL**  
**2020-2021 ANNUAL REPORT**





LIBERTY COUNTY



JACKSON COUNTY



GULF COUNTY



GADSDEN COUNTY

It has been an honor to take over for Commissioner Merritt as ARPC Chair and continue the tradition of growth and innovation at the ARPC.

Despite the setbacks caused by the Covid-19 pandemic, the ARPC has continued to find innovative solutions to the complex issues facing our diverse Region. By channeling the momentum and new partnerships that have developed over the past year, we seek to continue to evolve ARPC programs and initiatives in a manner that best suits the needs of our member local governments and regional stakeholders.

Please use this annual report as a guide to ARPC's activities and accomplishments over the past year. Thank you for your continued support and collaboration as we approach 2022 with renewed energy, insight, and motivation.

Sincerely,

  
Kristin Dozier  
Chair

## 2020 - 2021 PRESS HIGHLIGHTS

APALACHEE REGIONAL PLANNING COUNCIL  
HOPES TO STRENGTHEN NORTHWEST  
FLORIDA'S HEMP INDUSTRY

HOW THE FEDERAL INFRASTRUCTURE BILL  
COULD IMPROVE FLORIDA'S CAPITAL REGION

HEMP AND 'BUILD BACK BETTER': PERFECT  
TOGETHER TO BOOST JOBS, ECONOMY IN  
NORTH FLORIDA?



TLH BRIEFCASE: AUG. 29, 2021

RENEWAL FUELS INC. (RNWF) ANNOUNCES  
INITIATION OF FLORIDA HEMP FIBER  
INNOVATION PROJECT

TECHSTARS STARTUP WEEK TALLAHASSEE  
SPOTLIGHTS NEEDS, STRENGTHS OF LOCAL  
ENTREPRENEURSHIP

Page 153

PEDALING AND PAINTING: MELISSA FRANKLIN  
PUTS CYCLING AT HEART OF TALLAHASSEE  
PUBLIC ART





LEON COUNTY



FRANKLIN COUNTY



JEFFERSON COUNTY



CALHOUN COUNTY



WAKULLA COUNTY

# APALACHEE REGIONAL PLANNING COUNCIL 2020-2021 ANNUAL REPORT



REGIONAL PLANNING COUNCIL  
HOSTS ECONOMIC WORKSHOP

FLORIDA HEMP STAKEHOLDERS  
MULL HOW TO GROW INDUSTRY  
IN BIG BEND

NATURAL INFRASTRUCTURE CAN  
BOOST THE POST-PANDEMIC  
RECOVERY

HURDLES STILL REMAIN FOR ROOTING  
NORTH FLORIDA'S HEMP INDUSTRY

FRANKLIN 98 LIVING SHORELINE

GOVERNOR RON DESANTIS  
ANNOUNCED NEARLY \$1 MILLION IN  
COMMUNITY PLANNING TECHNICAL  
ASSISTANCE GRANTS

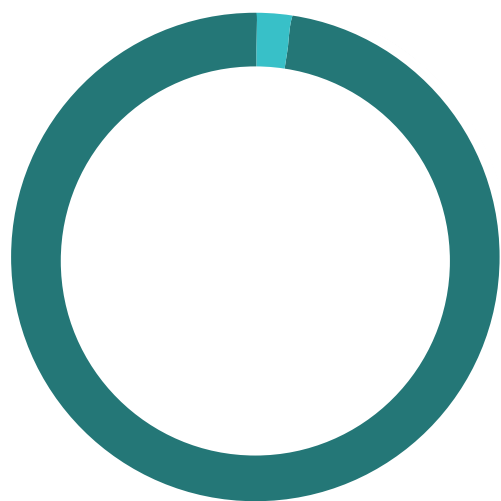
TALLAHASSEE MAN WORKING TO ADD  
AFFORDABLE HOUSING TO SOUTH  
SIDE

FLORIDA AGRICULTURE COMMISSION-  
ER SETS HIGH GOALS FOR HEMP  
PRODUCTION

SHORELINE RESTORATION:  
'PROTECTING COMMUNITY,  
CONSERVING THE COAST'



**TOTAL BUDGET**  
**\$3,060,900**

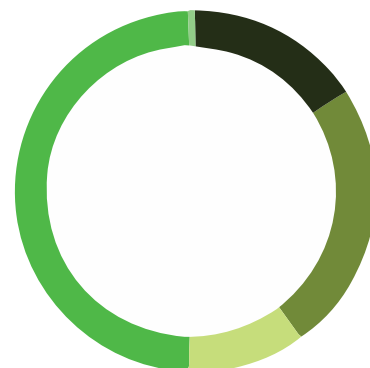


**ARPC MEMBER DUES**  
**\$69,700**

**ADDITIONAL REVENUE**  
**\$2,991,200**

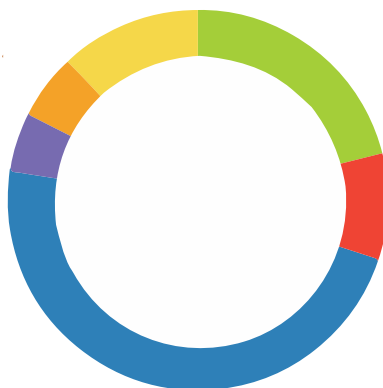
**PER SECTOR**

FEDERAL: 15.6%  
STATE: 24.4%  
LOCAL GOVERNMENT: 10.6%  
NON-PROFITS: 48.7%  
PRIVATE SECTOR: 0.6%



**PER PROGRAM**

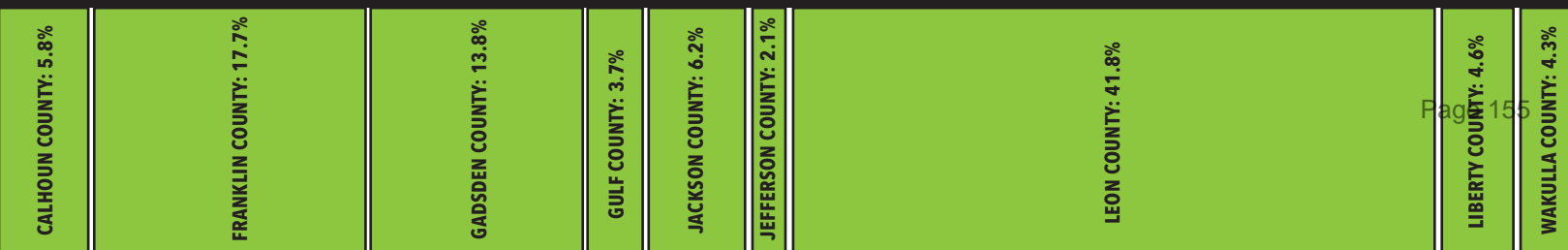
ECONOMIC DEVELOPMENT: 21%  
EMERGENCY PLANNING: 9%  
ENVIRONMENTAL PLANNING: 47.4%  
HOUSING: 5%  
TECHNICAL ASSISTANCE: 5.6%  
TRANSPORTATION: 12%



**\$43:1 RETURN ON MEMBER COUNTIES REGIONAL INVESTMENT**

2021 ARPC MEMBER DUES YIELDED A \$2,991,200 DIRECT/INDIRECT RETURN ON INVESTMENT OF \$69,700.

**Distribution Of Total Investment Per County**



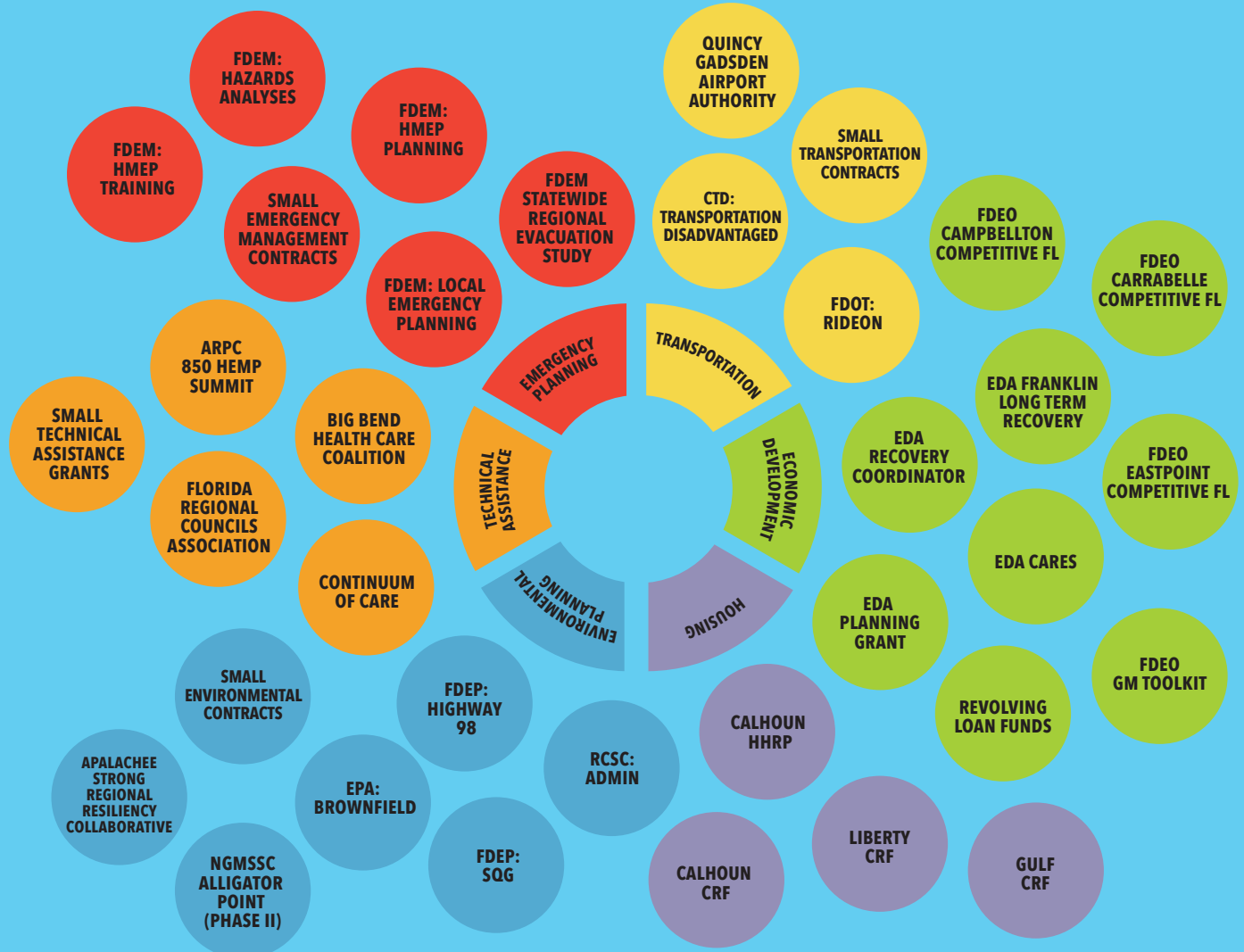




# APALACHEE REGIONAL PLANNING COUNCIL

## 2020-2021 ANNUAL REPORT

### ARPC PROJECTS PER PROGRAM



\* NGMSSC - Northern Gulf of Mexico Sentinel Site Cooperative; CRF - Coronavirus Relief Fund; SQG - Small Quantity Generators of Waste; HHRP - Hurricane Housing Recovery Program; GM - Growth Management



### REGIONAL SNAPSHOT

**5,855+**

TOTAL SQUARE MILES OF NINE COUNTY REGION

APALACHEE REGION COVERS

**10.8%**

OF FLORIDA TOTAL LAND AREA

**17**

NUMBER OF STATE PARKS IN NINE COUNTY REGION

**942,695**

TOTAL ACREAGE OF CONSERVATION LAND IN NINE COUNTY REGION (STATE OWNED AND/OR MANAGED)

**1,101.8**

NUMBER OF CENTERLINE HIGHWAY MILES IN NINE COUNTY REGION

**363**

NUMBER OF STATE BRIDGES IN THE NINE COUNTY REGION



# 2020 - 2021 ARPC INNOVATIONS

## APA FLORIDA VIRTUAL MOBILE TOUR:

On February 23, 2021, the ARPC hosted a virtual mobile tour for attendees of the Florida American Planning Association's annual conference. The virtual tour allowed the ARPC to familiarize conference attendees with the Apalachee Region and learn more about specific ARPC projects within the Environmental Planning, Housing, and Economic Development program areas.

Live on location, ARPC environmental planning team presented a deep dive into the Franklin 98 Living Shoreline project, ARPC housing team demonstrated the process needed to rebuild after a catastrophic hurricane, and ARPC economic development team highlighted success stories and projects in the lovely Town of Campbellton.



Florida Chapter of the American Planning Association invites you to explore innovative projects underway in the Apalachee Region!

Apalachee Regional Planning Council staff will be live at several site locations, ready to answer any questions you may have about the progress and impact these programs have throughout the Region.



## APALACHEE REGION VIRTUAL MOBILE TOUR

February 23rd - 12:00 pm ET (11:00 am CT)

## APALACHEE STRONG REGIONAL RESILIENCY COLLABORATIVE

ARPC received a grant from the American Flood Coalition to set up and implement a Regional Resiliency Collaborative. The Collaborative allows the Region to take advantage of potential funding opportunities for resiliency projects across multiple sectors and provides a forum for resiliency-specific initiatives.



The structure of the Collaborative is comprised of 1) a Steering Committee, the same as the Council's Executive Committee; 2) a Working Group consisting of county and municipal-elected officials and staff; and 3) Private Sector Partners. This structure allows the Region to identify and set initiatives important to our locality. The Resiliency Collaborative has been branded "Apalachee Strong Regional Resiliency Collaborative".

FDEP developed guidance for its new Resilient Florida program, a result of the adopted Senate Bill 1954. The new program will "enhance efforts to protect our inland waterways, coastlines and shores, which serve as invaluable natural defenses against sea level rise. The legislation will yield the largest investment in Florida's history to prepare communities for the impacts of climate change – including sea level rise, intensified storms and flooding" (FDEP).

Apalachee Strong Regional Resiliency Collaborative submitted a project proposal under the FDEP's new Resilient Florida grant program, stemming from Florida's Always Ready legislation. The project, if awarded, will see the creation of Vulnerability Assessments (VAs) for the ARPC's nine counties and their municipalities. The VAs will document infrastructure that is at-risk to flooding and sea level rise under 2040 and 2070 planning horizons, compounded with projected rainfall events. Once completed, project funding can be pursued to address the findings of the VAs. If accepted in its current format, the project will be completed in approximately one (1) year.



# APALACHEE REGIONAL PLANNING COUNCIL

## 2020-2021 ANNUAL REPORT



**KRISTIN DOZIER**  
Chair



**RICKY JONES**  
Vice-Chairman



**JIM PEACOCK**  
Secretary/Treasurer



**RANDY MERRITT**  
Past Chairman

### EXECUTIVE COMMITTEE

Kristin Dozier – Chair (Leon)  
Ricky Jones – Vice-Chairman (Franklin)  
Jim Peacock – Secretary/Treasurer (Franklin)  
Randy Merritt – Past Chairman (Wakulla)

### FRCA POLICY BOARD MEMBERS:

Kristin Dozier, Gene Wright & Lisa Miller

### CALHOUN COUNTY

Darryl O'Bryan – County Commissioner  
Sheila Blackburn – Councilwoman, City of Blountstown  
Don Stephens – Governor's Appointee

### FRANKLIN COUNTY

Ricky Jones – County Commissioner  
Despina George – Commissioner, City of Apalachicola  
Vacant – Governor's Appointee

### GADSDEN COUNTY

Brenda Holt – County Commissioner  
Evelyn Riley-Goldwire – Commissioner, City of Gretna  
Henry Grant – Governor's Appointee

### GULF COUNTY

Ward McDaniel – County Commissioner  
Johnny Paul – Commissioner, City of Wewahitchka  
Michael Hammond – Governor's Appointee

### JACKSON COUNTY

Jim Peacock – County Commissioner  
Gene Wright – Mayor, Town of Malone  
Vacant – Governor's Appointee

### JEFFERSON COUNTY

Stephen Walker – County Commissioner  
John Jones – Councilman, City of Monticello  
Vacant – Governor's Appointee

### LEON COUNTY

Kristin Dozier – County Commissioner  
Jack Porter – Commissioner, City of Tallahassee  
Lisa Miller – Governor's Appointee

### LIBERTY COUNTY

Daniel Stanley – County Clerk  
Margaret Rankin – Councilwoman, City of Bristol  
Davis Stoutamire – Governor's Appointee

### WAKULLA COUNTY

Randy Merritt – County Commissioner  
Don Grimes – Mayor, City of St. Marks  
Vacant – Governor's Appointee

### EX-OFFICIO MEMBERS

Michael Fuller – Florida Department of Environmental Protection  
Darryl Boudreau – NW Florida Water Management District  
Maria Showalter – Florida Department of Transportation  
Diane Scholz – Florida Department of Economic Development

### NEW TEAM MEMBERS

**DIVINA LADE**  
GIS SPECIALIST

**CHRISTIAN LEVINGS**  
HEALTHCARE COALITION  
COORDINATOR

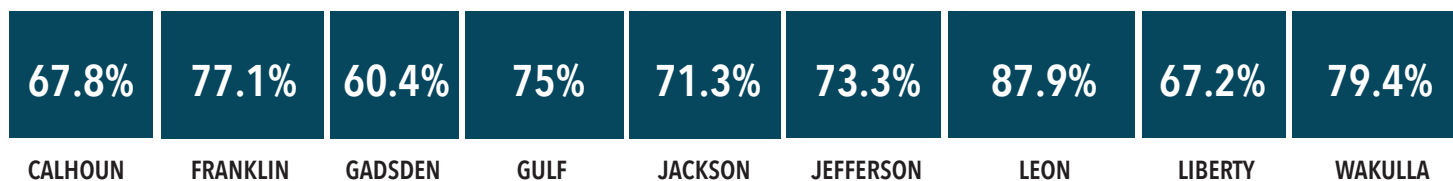
**SHARRAND PINDER**  
URBAN DESIGNER

**MONICA PITTS**  
DEPUTY FINANCE  
DIRECTOR

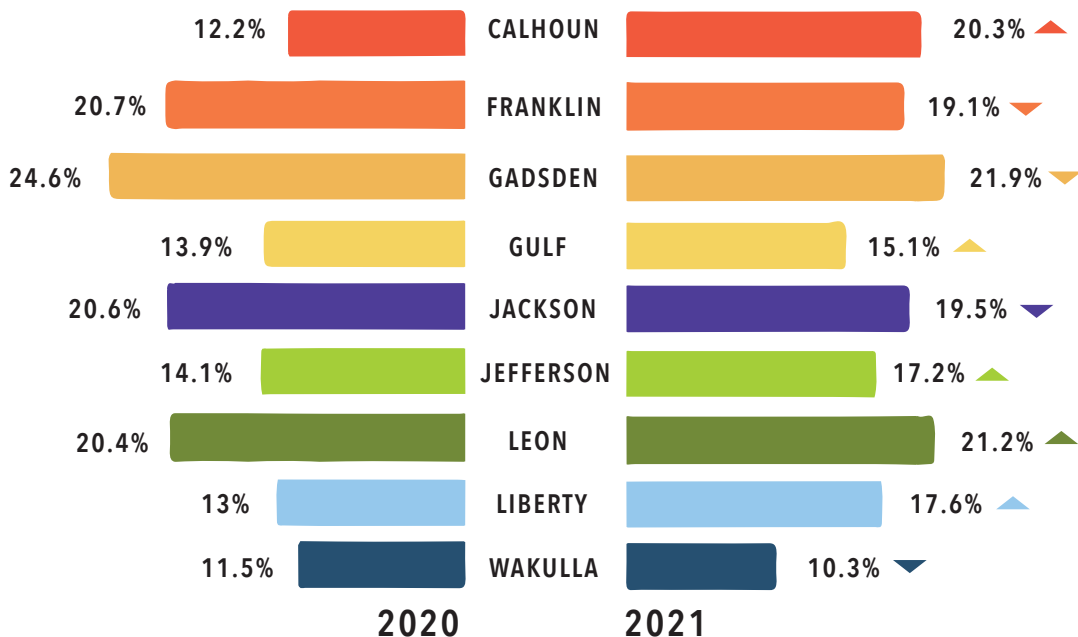


# APALACHEE REGION AT A GLANCE

## PERCENT OF HOUSEHOLDS WITH A BROADBAND INTERNET SUBSCRIPTION (2015-2019)



## POVERTY RATE PER COUNTY

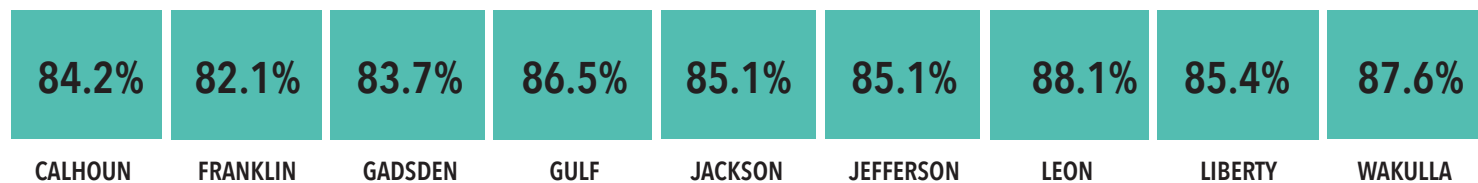


## HIGH SCHOOL GRADUATION RATE

**CALHOUN: 76.9%**  
**FRANKLIN: 80.7%**  
**GADSDEN: 79.8%**  
**GULF: 85.5%**  
**JACKSON: 80.5%**  
**JEFFERSON: 82%**  
**LEON: 93.5%**  
**LIBERTY: 81.4%**  
**WAKULLA: 87.7%**

\*\* DATA SOURCED FROM WWW.EDR.STATE.FL.US & WWW.CENSUS.GOV

## PERCENT OF POPULATION WITH HEALTH INSURANCE (PER COUNTY)



## POPULATION

**CALHOUN: 13,648**  
**FRANKLIN: 12,451**  
**GADSDEN: 43,826**  
**GULF: 14,192**  
**JACKSON: 47,319**  
**JEFFERSON: 14,510**  
**LEON: 292,198**  
**LIBERTY: 7,974**  
**WAKULLA: 33,764**

**TOTAL POPULATION OF NINE COUNTY REGION:**  
**479,882**

## REGIONAL HISTORY

The Apalachee are a Native American people who historically lived in the Florida Panhandle. They lived between the Aucilla River and Ochlockonee River, at the head of Apalachee Bay, an area known to Europeans as the Apalachee Province. They spoke a Muskogean language called Apalachee, which is now extinct.

The Apalachee occupied the site of Velda Mound starting about 1450 CE, but had mostly abandoned it when Spanish started settlements in the 17th century. They first encountered Spanish explorers in 1528, when the Narváez expedition arrived. Traditional tribal enemies, European diseases, and European encroachment severely reduced their population. The survivors dispersed, and over time many Apalachee integrated with other groups, particularly the Creek Confederacy, while others relocated to other Spanish territories, and some remained in what is now Louisiana. About 300 descendants in Rapides and Natchitoches parishes assert an Apalachee identity today.

Source: <http://fcit.usf.edu/Florida/lessons/apalach/apalach1.htm>

