



Board of County Commissioners - Regular Meeting

Tuesday, December 7, 2021 at 9:00 am

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

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

Meeting Information

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

To join Zoom via computer, use the link <https://us06web.zoom.us/j/88185107208> 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 (881 8510 7208#). 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 Consultant - Alan Pierce - Update

Mr. Pierce will inform the Board that staff received NOIs for the Eastpoint Channel Dredge and the Two-Mile Channel Dredge.

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. FOR BOARD INFORMATION:

Eastpoint Civic Association-Rex Pennycuff-Request- Back in August, Mr. Pennycuff with the Civic Association requested clean-up for buildings in Eastpoint on the waterfront area. The Board instructed me to report on what myself and the contractor had discussed for clearing the buildings. In the discussion, it was agreed the landowner would pay the tipping fee up to 10k if it reaches that amount.

REQUESTED ACTION: None

- b. Right-of-Way Debris Pickup Report (see attached document)
- c. Recycle Material Hauled Report (see attached document)

10. Emergency Management Director – Pam Brownell
Informational Items

- a. 12/07/21-12/09/21 Pamela Brownell and Jennifer Daniels will be attending the State Directors Workshop in Ocala.
- b. EOC Staff completed quarterly reports for EMPG and EMPG ARPA. Currently completing the EMPA quarterly report.
- c. 11/30/21-12/02/21 Amanda Anthony attended the G197 Class via Zoom.
- d. 12/01/21 EOC Staff attended the Transportation Disadvantaged meeting.
- e. EOC Staff applied for and received a grant from Duke Energy for the amount of \$10,000. This grant will be used to build disaster kits to distribute to our vulnerable population. If anyone is interested in partnering with our office, please let us know.
- f. EOC staff continue to update plans and contracts for Franklin County. This includes our Logistics plan and MOU's with our partnering organizations.
- g. 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

11. Extension Office Director – Erik Lovestrand
Informational Items

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of palm trunk rot, citrus greening symptoms, soil testing, hydrangea disease, and more.
- b. Extension Director participated in a regional Natural Resources program team meeting in Jackson County.
- c. Extension Director serving in an “interim” role for the Wakulla County Extension office during the search period for a new County Director in that office. Mostly via email communication, occasional check-ins with staff and signing official paperwork as needed.

Sea Grant Extension:

- d. Extension Director participated in the virtual Reserve Advisory Committee meeting for the Apalachicola NERR.
- e. Extension Director participated in a meeting to discuss potential metrics to be used in an improved model for gauging necessary flows in the Apalachicola River to preserve important ecological functions.
- f. 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:

g. The annual Florida 4-H Public Speaking contest is coming around again. Extension staff will be sending out information to Franklin County teachers soon regarding dates and guidelines.

Family and Consumer Sciences:

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

Agriculture/Home Horticulture:

i. Wednesday plant clinics continue at the Extension office to assist citizens with gardening and horticultural issues that they are dealing with.

12. Library Director - Whitney Roundtree

Informational Items

- a. Submitted the statistical report and final documentation needed for the 2022 State Aide to Libraries Application.
- b. The new gazebo was installed at the Eastpoint branch on Friday, December 3rd. This project was funded by the Friends of the Franklin County Public Library.
- c. The Franklin County Public Libraries will be closed December 23rd-25th in observance of the Christmas Holiday, as well as December 31st and January 1st for the New Year's Holiday.
- d. I am working with EagleTree Technologies to get a full assessment of the libraries' equipment and quotes for potential upgrades.

Library Events:

Franklin County Public Library Eastpoint Branch

160 Hickory Dip Rd

Eastpoint

(850) 670-8151

- December 7th – Diabetes Awareness at 10:00am-11:00am. Have all your questions about diabetes answered from a trained professional. No appointment is needed, and this program is free and open to the public.
- December 7th- Book Chat at 1:30pm. This group meets once a month 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.
- December 7th-Amazing Athletes-10:00am ages 2-5. Amazing Athletes programs are taught in group settings, allowing coaches to incorporate lessons on teamwork, sportsmanship, and self-confidence. Most importantly, we teach each child at his or her own pace, helping them to meet, master, and exceed their motor development milestones and personal goals. By encouraging each child on an individual level, our athletes gain the confidence and personal insight to encourage a love of fitness that can stretch through adolescence and adulthood.
- December 9th- 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.

- December 13th- Grinch Storytime- 4:00pm. The Grinch comes to the library. The story is How the Grinch Stole Christmas and it will be read by the Grinch himself followed by a Christmas craft the kids can take home.
- December 15th - 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.
- December 15th- Healthcare Enrollment at 4:00pm-8:00pm. Navigators from Big Bend Area Health Education Center will be available to provide FREE, unbiased help applying for and enrolling in federal marketplace health insurance plans! The library will have extended hours for this event and will be open until 8:00pm.

Franklin County Public Library Carrabelle Branch

311 St. James Ave. SE

Carrabelle

(850) 697-2366

- December 2nd, 16th- Maker Space at 4:00pm. This group meets twice a month to learn how to build and design different things and learn about different topics ranging from science, math and art and more!
- December 3rd- Book Chat at 1:30pm. This group meets once a month 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.
- December 4th, 11th and 18th - 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 or plants this is the place to find the answers.
- December 7th-Amazing Athletes-3:00 PM ages 2-5. Amazing Athletes programs are taught in group settings, allowing coaches to incorporate lessons on teamwork, sportsmanship, and self-confidence. Most importantly, we teach each child at his or her own pace, helping them to meet, master, and exceed their motor development milestones and personal goals. By encouraging each child on an individual level, our athletes gain the confidence and personal insight to encourage a love of fitness that can stretch through adolescence and adulthood.
- December 14th- 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.
- December 16th- Poetry Workshop at 1:00pm. Anthony Watkins will be here sharing and discussing work from local poets as well as a general discussion about all things literary. If you are interested in writing and learning about poetry give this workshop a try.
- December 17th - Christmas Storytime at 4:00pm- This is a program for younger children to 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.
- December 18th- Healthcare Enrollment at 10:00am-2:00pm. Navigators from Big Bend Area Health Education Center will be available to provide FREE, unbiased help applying

for and enrolling in federal marketplace health insurance plans!

Other Reports

13. Interim Airport Manager - Ted Mosteller

a) FYI: On Monday November 22, a group of stakeholders of the airport met at the FBO for discussion and information concerning the airport with Senator Elaine Ausley. The meeting appeared to go well, and concluded with a quick tour of the airport. Those present were Senator Ausley and her assistant Tracy Williamson, BCC Chairman Ricky Jones, Ted Mosteller, Gordon Hunter, Bruce Graham, Tara Maugham and Andrew Hartman. Afterward and after an appearance at the county office, Senator Ausley and Tracy visited the Carrabelle Airport with Bruce and company.

b) Discussion: Commissioners—we have a safety issue at the airport.

From experience, I have personally dodged buzzards in the flight pattern, and several years ago a corporate turbine aircraft bird strike-- and have expressed my concerns before—resulting in the deer carcass container and later it being moved from the actual landing/takeoff path—which has helped—however now we have had another actual bird strike—only resulting in a damaged aircraft—the buzzard struck the pitot tube which feeds critical static information to the static system—which is airspeed, altitude, attitude, etc.,(critical information, the pilot needs for a safe landing, etc.) luckily with no personal physical infliction.

I am somewhat cognizant of the situation of the hunters dumping deer carcasses and having a receptacle to place them in and then moving it out of the flight path--has obviously helped. But the buzzards obviously know where they are.

The solution is of course for the hunters and others to be responsible and not dump the carcasses--and the receptacles to be positioned well away from the airport?????

Discussion?

c) FYI Water leak at #311

d) Equipment maintenance/service

e) Previous proposed and current projects are in engineering and staff.

14. SHIP Administrator - Lori Switzer-Mills

Action Item

a. Hurricane Housing Recovery Funds (HHRP):

I received an email (dated November 22, 2021) from Ironwood Homes stating that the company that they ordered the Exposure D home from on July 15, 2021, advised them that they will not build the home due to picking up an exclusive contract with FEMA. Through Ironwood Homes, Town Homes has agreed to build the specialized Exposure D home for the amount of \$110,027.10. (this is a price increase of \$24,999.89 for the home)

The total Manufactured Home replacement amount approved so far for 552 Oyster Road is \$89,752.21.

The new breakdown in the cost for this home replacement:

\$110,027.10 New Home cost

\$425.00 Septic Pump-out & Inspection (paid)

\$4,300.00 Septic Replacement (Capital Area Community Action \$9,000)

\$114,752.10 Total new cost

The change in the amount of the home is still the lowest bid. The other bid price was \$120,000 (was not an exposure D home)

Ironwood Homes will be ordering this home as soon as this new amount is approved, I do not have confirmation yet on when it will be delivered. Ironwood Homes is trying to get this built quickly and hopefully delivered between January – March 2022.

I am requesting a motion to change the total amount of the mobile home replacement for 552 Oyster Road, Apalachicola from \$89,752.21 to \$114,752.10.

Presentations and Requests

15. Dewberry & Baker/Donelson - County Flood Map Update 10 a.m. (ET)

16. CareerSource Gulf Coast - Kim Bodine (Executive Director) - Request

RFP/RFQ/Bid Opening

17. CR 30A Improvements - Sealed Bid Opening

The Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing: CR 30A IMPROVEMENTS FROM THIRTEEN MILE ROAD TO US 98 FPID #440621-1-54-01. Project is located in Franklin County, Florida and consists of approximately 5.291 miles of roadway construction on CR 30A in Franklin County, Florida.

18. St. George Island Fishing Pier Road Repairs - Sealed Bid Opening

Pursuant to the regulations found at 2 Code of Federal Regulations (CFR), Part 200 at seq., in addition to the statutory authority requirements and programmatic guidance governing the Federal Emergency Management Agency (FEMA) Disaster Recovery Programs the Franklin County Board of County Commissioners will receive sealed bids from any qualified person, company or corporation interested in constructing: ST. GEORGE ISLAND FISHING PIER ROAD REPAIRS. Project is located at the St. George Island Fishing Pier Road in Franklin County, Florida and consists of replacing rip-rap, repairing guardrail and ribbon curb, and patching the asphalt roadway due to the storm damage.

County Staff & Attorney Reports

19. Fiscal Manager/Grants Coordinator - Erin Griffith

a. BOARD ACTION: Addendum to Professional Services Agreement for FEMA Funded Recovery

In late 2017, Franklin County solicited an RFQ for engineering services relative to FEMA

Funded Recovery Efforts. Franklin County entered into an agreement with Dewberry Engineers to provide this service in February of 2018. The agreement allowed for two (2) year continuing service contract extensions from the date of signature with an option of renewals for up to (5) years total. Per FEMA policy and guidelines, the attached 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 Dewberry and the County.

Board action to formally approve the Agreement Addendum Amendment A with Dewberry Engineers for FEMA Funded Recovery and authorize the chairman to sign.

b. BOARD ACTION: LAP CR370 Alligator Drive Multi-Use Path Project Contract for CEI – AECOM

At the October 19th meeting, the Board accepted the cost estimate and authorized the chairman to sign the notice of award for the CEI to AECOM Technical Services, Inc. The draft contract for the CEI has been reviewed and approved by FDOT.

Board action to approve the CEI contract with AECOM and authorize the chairman to sign.

c. BOARD ACTION: Advertisement for Bids - Modular Scale House at Landfill

In October, a mold assessment report was completed on the scale house building at the landfill which is 25-30 years old. The small building was found to have mold. The inadequate insulation and oversized cooling system has fostered excess moisture in the air inside the building and cracks in the stucco finish over the wood frame has allowed water intrusion over the years. The replacement of the scale house was part of the landfill's capital improvement plan schedule as presented during the county budget process as a need 2-3 years in the future at a rough cost estimate of \$50,000. As the mold assessment has drawn attention to the poor condition of the building and the need to make repairs now, the landfill has requested that the Board approve advertising for bids for the replacement modular scale house in the current year. The replacement scale house would meet modern wind load, efficiency and accessibility requirements. The landfill tipping fee fund along with the landfill's remaining insurance proceeds from Hurricane Michael could fund the repairs in the current year.

Board action to approve advertising for bids for a replacement modular scale house at the landfill.

d. BOARD ACTION: TCA Electrical Contractors Runway 6-24 Lighting System

TCA Electrical Contractors is the contractor for the installation of the new lighting system for Runway 6-24. While TCA was on-site, Stan with Centric Aviation asked TCA to investigate why the runway lights, when turned on by pilots, would intermittently turn off within three to seven minutes instead of staying on for the full fifteen minutes as intended. Two TCA technicians spent a total of approximately 15 hours trying to troubleshoot this issue with the control system in the vault which had been patched and repaired many times over the years. The invoice for the troubleshooting totaled \$825.

John Collins with AVCON has told TCA that the proper procedure would have been for the county to approve the work prior to incurring the expense. As the issue seems to be more complex than what was originally thought, will the Board approve payment for the time already spent troubleshooting the issue and request a formal written estimate from TCA Contractors to complete the repairs on the vault control system?

Board action to approve payment of the invoice for the hours incurred troubleshooting the issue with the vault controls at the airport and request an estimate to complete the repairs.

e. BOARD ACTION: Consignment Agreement - Florida Auction Network, LLC

Franklin County has been working to compile a list of surplus equipment and vehicles.

Jon Sewell of Florida Auction Network had reached out to several departments within the county and is interested in holding an on-site auction location within the county in early 2022 that will have items from multiple government agencies and utility companies.

The auctioneer fee will be 5% of the gross sales price of any item and Florida Auction Network will handle all advertising, administration, accounting and title work at the sale.

All county equipment and vehicles will be submitted to the Board in January for formal surplus approval prior to being released to the auctioneer.

Board action to approve the consignment agreement with Florida Auction Network, LLC.

f. BOARD ACTION: Comments on the Private Property Rights Amendment

Franklin County has received one comment on the Private Property Rights Amendment to the Comprehensive Plan from the Department of Economic Opportunity. The comment stated that the amendment needed to cover all county decision making and not just decisions related to planning and development decisions. The GOAL in the attached ordinance has been changed from 'The Franklin County Board of County Commissioners will make planning and development decisions with respect for private property rights in all local decision making' to 'The Franklin County Board of County Commissioners will consider private property rights in all local decision making.' That change has been made on the proposed amendment.

Board action to set a public hearing to adopt this proposed amendment.

g. BOARD INFORMATION: FDOT Funding Application Cycle for SCOP, B-SCOP, SCRAP and CIGP

The Florida Department of Transportation has announced that the application cycle for SCOP, B-SCOP, SCRAP AND CIGP grants opened on December 1st and will close on March 4th. Franklin County is eligible to submit two applications for SCOP, two applications for B-SCOP (bridge repairs), one application for SCRAP and one application for CIGP. These grants can be used to maintain and upgrade county roads. A list of roads in need of repair, ranked by condition, has been received from the road department. The planning department will review this list to see which roads will meet the eligibility criteria. If the Board has suggestions for applications, please contact the planning department so applications can be completed before the deadline.

Action Items

a. Armory Update: Mr. Mark Curenton met with the architects for the Armory fire sprinkler installation project on Wednesday, November 17th and reported the following: "The architects for the Fort Coombs Sprinkler System expect to have the final construction documents ready about the end of January. Currently, they are waiting for comments from the review by the architects with the Division of Historical Resources. Once the final construction plans are completed the project will have to be advertised and bid, so it will probably be March or April before construction can begin. The lead-based paint mitigation portion of the project is estimated to take two to three months to complete, and this will have to be done before the installation of the sprinkler system. The entire project will probably not be completed until sometime in the summer."

Board discussion.

b. State Fire Marshall Workshop: Mr. Charlie Frank, State Volunteer Fire Coordinator, stated that they are available to meet with the Board at your January 4, 2022, meeting date. I recommend a 1:30 p.m. (ET) workshop for this discussion, instead of trying to add it to the morning agenda. An afternoon workshop would make for a more comprehensive and productive discussion.

Board discussion and direction.

c. Building Department Copier Upgrade: There is a need to upgrade the copier in the Building Department, purchased in 2018, as it is past its useful life. I would like to upgrade to a newer copier and use the 2018 copier for trade value, however the Board would have to declare the used copier as surplus inventory for disposal and authorize the trade. For the Board record, the current copier that will be declared as surplus inventory and used for trade value is a Canon IRAC5540 with property ID Tag # A005327. The new copier will be a Canon IRAC3835.

Board action to declare the Canon IRAC5540i as surplus inventory and authorize staff to trade it as part of the upgrade to a newer copier for the Building Department.

d. FAC Legislative Day: The Florida Association of Counties' Legislative Day is scheduled for Wednesday, January 19th, followed by Innovation Day on Thursday, January 20th in Leon County. On Wednesday, FAC has a "Legislative Briefing" planned and then you will have the opportunity to meet with your Legislatures. On Thursday, for the first time in conjunction with Legislative Day, there will be a "Day of Innovation" showcasing innovative county facilities and programs. Registration is open so let me know as soon as possible if you are planning on attending.

Board action to approve travel and expenses to attend FAC's Legislative and Innovation Days in Leon County.

Informational Item

e. Zoning Office Operation: As a reminder, while the Zoning Manager is on maternity leave, customers that have Zoning questions or need to complete a Planning and Zoning Adjustment Board application, are encouraged to visit the office between 8:30 am – 12:00pm (ET) when there is additional staff to assist them. As an option,

customers can send an email to cortnib@franklincountyflorida.com or call (850) 653-9783 ext. 180, as both the email account and the voicemail box are monitored and checked frequently.

21. County Attorney - Michael Shuler

Report (attached)

Commissioners' Comments & Adjournment

22. Commissioners' Comments

23. Adjournment

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

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 12/02/2021 at 2:24 PM

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
NOVEMBER 16, 2021
9:00 AM
MINUTES**

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

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

1. Call to Order

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

2. Prayer and Pledge

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

Organizational Meeting

3. Selection of Chairman

On a motion by Commissioner Parrish, seconded by Commissioner Lockley and Commissioner Boldt, and by a unanimous vote of the Board present, the Board appointed Commissioner Jones as Chairman. Motion carried 5-0.

4. Selection of Vice-Chairman

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board appointed Commissioner Boldt as Vice-Chairman. Motion carried 5-0.

5. Committee Assignments

There were no committee assignments to update currently.

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

19. a. ACCESS 67 Program: At your last meeting I informed the Board of the Small County Coalition request to have the Board appoint what is being referred to as a Commissioner Champion Designee and a Lead Staff Liaison to work with and support the Department of Economic Opportunity (DEO) with the ACCESS 67 County Champion Program, which is the State's Broadband Initiative. In addition, the Board would appoint a cross-section of community members to what would be known as the County's Local Technology Planning Team (LTPT). Small County Coalition sent another email stating the importance of appointing the Commissioner and staff member and submitting it to DEO as soon as possible as "it ensures that your county will be linked

in a collaborative network with designees from counties around the state, with our effort to support DEO and to work with the provider network.” The Board can consider the appointments to the LTPT at a future meeting.

Board action to appoint a commissioner as the Commissioner Champion Designee and a staff member as the Lead Staff Liaison for the ACCESS 67 County Champion Program.

On a motion by Commissioner Parrish, seconded by Commissioner Jones, and by a unanimous vote of the Board present, the Board appointed Chairman Jones as the Commissioner Champion Designee and Mr. Michael Moron as the Lead Staff Liaison. Motion carried 5-0.

Regular Meeting

6. Payment of County Bills

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

7. Public Comments

Ms. Victoria Hart from Lanark Village spoke to the Board regarding the Lanark Village Fire Department and the Florida Sunshine Law. Ms. Hart had prepared a list of violations that she felt the fire department had committed. She said that at the last meeting held by the fire department, she had requested a copy of the bylaws and was refused. She was told that Commissioner Boldt had been given a copy of the bylaws and had been told not to give them to her. Ms. Hart brought up the issue of the fire chief's girlfriend's residence being in Wakulla County. She also stated that he did not have a valid driver's license but continues to drive the fire truck. She said that if he were to be in an accident the insurance would be invalid. She spoke about the continue use of the fire house as a residence and noted that there are lights on and vehicles there at night. She said that she had requested the bylaws back in October specifically regarding the election process. She was told the election had already been held but there were no minutes available. The fire department website has not been updated since 2019. The fire department refuses to live stream meetings. Ms. Hart recommended that the board reject the recent election results and remove David Curry, his girlfriend, and his sister from the board.

Ms. Debbie Jordan stated that the legal name of Chasity Nicole Baker also known as Nikki and her address is in Sopchoppy. Ms. Jordan said there is no public notice given for meetings, their Facebook page is private. She noted that the chief does not have a valid driver's license. She said there are several witness statements and affidavits that David Curry was driving the fire truck and his girlfriend was riding shotgun. She said that she had given a written statement to Sgt. Brad Segree at the Sheriff's office. She said that they refuse to respond to request for documents. She said that Attorney Shuler and Mr. Moron were able to provide to them the documents provided to Commissioner Boldt. She said it is her understanding that the checkbook has been handed over to Mr. Curry. He recently wrote a single signature check for \$18k to pay the water bill. Mr. Curry

said that he has a work driver license. Ms. Jordan said that she is very concerned about MSBU funds being turned over to them and they are spending this money on whatever they want to. Ms. Jordan said that she would like to see bank statements and it is her understanding that they should not be redacted.

Ms. Hart added that on their Facebook page they are saying that you must be a member of the fire department district to vote. However, when you ask for an application, they say you must be approved. Ms. Hart asked for clarification and said all the residents should be able to vote. She said there should be a petition to remove him should he be reelected.

Constitutional Officers

8. Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell presented the following report to the Board.

In an effort to preserve and share Franklin County's history with the public, I am requesting the archival digitization of 299 Record Books in the Franklin County Clerk's Office.

The Clerk of Court is the official recorded and custodian of all documents placed in the Franklin County Official Records. We currently have records on my website that date back to 1986. The records that are being requested to be scanned date back to 1855. If the board approves of this project, official records dated 1855 to present would be available to our constituents on my website. You will be able to search index books, view, and purchase document records. Having this information available on my website is to better serve our customers, by using internet-based technology and support. The website is designed to provide 24-hour internet based remote access to our official records as an alternative to in-person courthouse access.

Mr. Trae Scism with Kofile spoke to the Board about the proposal. Mr. Scism demonstrated to the Board the application from Kofile's website. He noted that in addition to the original paper copy, there would be a digital copy available to print and a cloud version. Mr. Scism noted that several other counties in Florida have used ARPA funds to complete the project. Commissioner Lockley asked if this could be paid out of Covid funds. Mrs. Griffith said that at this time the ARPA funds are still tied to water, infrastructure because we are not a loss revenue county. She said that Ms. Buzbee has been on the fence about using the funds but that she is hoping by the time the final rules come out, we will be able to use them to do what we need to do. Mrs. Griffith stated that there is \$82,811 available in CARES money that could be used towards this project. Commissioner Lockley asked how much the total project would cost and Mr. Scism said that the total quote is \$275k. Mr. Scism said that having the records accessible online is directly related to the Covid pandemic. Commissioner Ward said that she thinks this is a great idea and would hate for these originals to be obliterated. Also noting that constituents with mobility issues will be able to access the records. Mr. Moron said that he thinks it would be a great idea for Mr. Scism to speak with Ms. Buzbee to let her know how other counties are funding their projects. The Board discussed completing the project in phases while looking for additional funding options.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, to authorize Phase I of the project to be funded by the \$82,811 in CARES funds. Commissioner Lockley included in his motion to direct staff to research the use of ARPA funds and report back to the Board.

Clerk Maxwell noted that she has spoken with all the clerks who have used Kofile, and they have nothing but great reviews.

Commissioner Boldt asked if the records will be key word searchable. Mr. Scism said that today there are not, but once the project is complete, they will be. They will be searchable online. Commissioner Lockley asked if this included court records. Clerk Maxwell said no, it will only be for official records. Mr. Scism said in scanning these documents, they will be preserved. Clerk Maxwell noted that we have the original will of John Gorrie as well as his inventory which includes the ice machine. Commissioner Boldt asked if other counties charge for searchable records online. Mr. Scism said that some do, and some don't. There is an available feature that can be added. Attorney Shuler asked about ADA compliance. Mr. Scism said that the records will be full ADA compliant, and he can provide that documentation to the Clerk. Attorney Shuler asked if the website could be customized so that it looks more like an official website, and Mr. Scism confirmed that it can. **Motion carried 5-0.**

Department Directors Reports

9. Superintendent of Roads and Bridges – Howard Nabors

Informational Item

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

Mr. Nabors had no action items for the Board. He stated that they were still short on inmates, that last week they received none and five today. Mr. Nabors said that he anticipates this to pick up. Commissioner Boldt noted that he received some insight from Mr. Nabors in that normally we would have 30 inmates to divide between five groups.

Chairman Jones thanked Mr. Nabors and his department for the job they do on behalf of our residents. Commissioner Lockley wished Mr. Nabors and his crew a Happy Thanksgiving.

10. Solid Waste Director – Fonda Davis

Informational Items

a. ROW Debris Pickup/Recycle Material Hauled Report (attached)

Mr. Davis had no action items for the Board. Mr. Davis briefed the Board on the paving of the walk track at the DW Wilson Park which would include overlapping the old track. Mr. Davis said that he plans to meet with the contractor to see if they can stay within the bid amount. The Eastpoint property on Hwy 98 has about 25 loads to be disposed of. Mr. Davis said that he is continuing to work with the owners to come to a resolution on the tipping fees. Chairman Jones thanked Mr. Davis for all the work on the facilities. Chairman Jones said that he believes the Board can come

to a happy medium on the tipping fees. Mr. Davis said he is hoping that we can do something to help them. Mr. Moron said he believes the One-Shot Basketball team starts playing today. He said the team goes beyond basketball and builds character. Commissioner Lockley wished Mr. Davis and his crew a Happy Thanksgiving. Chairman Jones asked Mr. Davis to relay to his employees the Board's appreciation for the job they do for our residents.

11. Emergency Management Director – Pam Brownell

Informational Items

- a. Pamela Brownell and Jennifer Daniels will be attending the Directors Workshop in Ocala on 12/7/21-12/9/21.
- b. Amanda Anthony will be virtually attending the G197 Integrating Access and Functional Needs into Emergency Management Class on 11/30/21-12/2/21.
- c. EOC staff are in the process of applying for a grant from Duke Energy for \$10,000. This grant will be used to build disaster kits to distribute to our vulnerable population. If anyone is interested in partnering with our office, please let us know.
- d. EOC staff continue to update plans and contracts for Franklin County. This includes our Logistics plan and MOUs with our partnering organizations.
- e. 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

Mrs. Jennifer Daniels attended for Mrs. Brownell. They had no action items for the Board. Commissioner Lockley inquired as to how many weeks were left in storm season. Mrs. Daniels noted that right now there are no storms out there. She said that she has been pushing out information regarding red tide as she receives it. Mr. Moron noted that he had received a report recently. Chairman Jones asked Mrs. Daniels to tell her staff thank you for the job they do and wished them all a Happy Thanksgiving.

12. Extension Office Director – Erik Lovestrand

Informational Item

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of gardening soil amendments, home wine making, citrus greening positive test on SGI, and more.
- b. Extension Director participated in the two-way County Director Leadership Team meeting in Tallahassee.
- c. Extension Director participated in the annual Florida Seafood Festival this year with a booth to highlight Extension services available for the public.
- d. Extension Director set up natural resources exhibit in UF/IFAS building at the North Florida Fair and worked a shift to engage with visitors, along with other NW District Extension faculty.
- e. Extension Director participated in the virtual meeting with the Interstate Shellfish Sanitation Conference and the FDA regarding updates on shellfish safety issues.
- f. Extension Director participated in another Community Advisory Board meeting of the ABSI FSU project.

4-H Youth Development:

- g. The Extension Director participated as a judge for 4-H exhibits at the North Florida Fair.
- h. Our local 4-H club set up a booth to highlight their activities this year in the archery program they are implementing.

Family and Consumer Services:

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

Agriculture/Home Horticulture:

- j. Wednesday plant clinics continue at the Extension office to assist citizens with gardening and horticultural issues that they are dealing with.

OTHER REPORTS

13. Interim Airport Manager – Ted Mosteller

Report (attached)

Mr. Mosteller had no action items for the Board. Mr. Mosteller wished the Board a Happy Thanksgiving. Mr. Moron said he was told Mr. Mosteller requested a meeting with DOT. Mr. Moron asked Mr. Mosteller to coordinate with him the next time so that he can get with the commissioners. Commissioner Lockley wished Mr. Mosteller a Happy Thanksgiving.

14. TDC Administrator – John Solomon

Action Item

a. On Wednesday, November 10th the TDC Board approved to recommend awarding the first Museum Project Grant to the Camp Gordon Johnston Museum for their paving project. They have requested \$20,000 for the project. This is a reimbursable grant, and the project must be completed before reimbursement if approved. The grant had been approved as acceptable by Mrs. Erin Griffith before the TDC board voted on recommending it to the Commission. (Board Action Approve or Deny Grant Application)

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the Museum Project Grant to the Camp Gordon Johnston Museum for their paving project. Motion carried 5-0.

Informational Item

b. The August 2021 collections were \$306,565.12. The total collections for the 20-21 fiscal year to date is \$2,294,173.25. We still have the month of September left to complete the fiscal years collection numbers.

Chairman Jones said to tell your staff, TDC board, and vendors, thank you for the job they do and Happy Thanksgiving.

The Board recessed at 9:46 a.m. and reconvened at 10:00 a.m.

Board of Adjustment Reports

15. Variance Requests

a. 667 Bald Point Road

Consideration of a request for a variance to construct a house (footprint 1000 sq feet) 10' into the front setback, 34' into Wetlands/Critical Habitat Zone. Property is described as 667 Bald Point Road, Block 10, Lot 85, Unit 1, Alligator Point, Franklin County, Florida. Request submitted by Tara Morgan, agent for Scott Shanley, Applicant. PZA Board recommended approval of variance contingent upon written authorization from property owner allowing buyer to proceed with variance request. Letter has been received.

Attorney Shuler asked Mr. Pierce to confirm that the proposed house was going to be in line with the other houses and the application request is consistent with the Board's policy.

Mr. Pierce said that the proposed house will be in line with the other houses in the area who have been awarded variances. Commissioner Parrish asked how the large carport plays into this. He noted that the carport is three times the size of the house. Chairman Jones noted that the carport is underneath the house. Mr. Moron showed the Board the layout of the house plans. Commissioner Boldt said he has visited the site and knows there is a multi-year precedence as far back as twenty years. He said that he understands where we are but feels that the property is very strained. He said that he feels it is being pushed from various directions and a very awkward position.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the variance to construct a house (footprint

1000 sq feet) 10' into the front setback, 34' into Wetlands/Critical Habitat Zone. Property is described as 667 Bald Point Road, Block 10, Lot 85, Unit 1, Alligator Point, Franklin County, Florida. Motion carried 5-0.

b. 4198 St. Theresa Avenue

Consideration of a request for a variance to construct an addition to existing home 15' into front setback. Property is described as 4198 St. Theresa Ave, Block A, Lots 3 & 4 Cochrans Beach, St. Theresa, Franklin County, Florida. Request submitted by Charles and Leslie Redding, applicants. PZA Board recommended approval for variance.

On a motion by Commissioner Boldt, seconded by Commissioner Ward and Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the variance to construct an addition to existing home 15' into front setback. Property is described as 4198 St. Theresa Ave, Block A, Lots 3 & 4 Cochrans Beach, St. Theresa, Franklin County, Florida. Motion carried 5-0.

Planning and Zoning Reports

16. Critical Shoreline Applications

a. 19 Carousel Terrace

Consideration of a request to construct a 6'x30' single family dock with a 12'x24' Slip with Lift, a 102 Linear Foot retaining seawall, and a floating turbidity barrier. Property is described as Lot 9, Holiday Beach, 19 Carousel Terrace, Alligator Point, Franklin County, Florida. Request submitted by Docks 4 Less, agent for Ryan Lawson, applicant. State exemption has been received. PZA Board recommended approval contingent upon Federal Permit or Exemption.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the request to construct a 6'x30' single family dock with a 12'x24' Slip with Lift, a 102 Linear Foot retaining seawall, and a floating turbidity barrier. Property is described as Lot 9, Holiday Beach, 19 Carousel Terrace, Alligator Point, Franklin County, Florida. Motion carried 5-0.

17. Preliminary Plat Applications

a. Miller's Landing

Consideration of a request for Preliminary Sketch Plat approval of a 2.01-acre parcel of land lying in Section 12, Township 7 South, Range 4 West, Lanark Village, Franklin County, Florida. The subdivision will be named "Miller's Landing" and will consist of 6 lots meeting the minimum requirement of 14,000 sq feet each for R-1A Zoning. Request submitted by Melinda Carroll and Vicki Williams, applicants. Letter from Carrabelle Water and Sewer has been received. PZA Board recommended approval.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, to approve the request for Preliminary Sketch Plat approval of a 2.01-acre parcel of land lying in Section

12, Township 7 South, Range 4 West, Lanark Village, Franklin County, Florida. The subdivision will be named “Miller’s Landing” and will consist of 6 lots meeting the minimum requirement of 14,000 sq feet each for R-1A Zoning. Motion carried 4-1, Commissioner Parrish opposed.

County Staff & Attorney Reports

18. Fiscal Manager/Grants Coordinator – Erin Griffith

a. BOARD ACTION: FDEP Application Reconstruction Alligator Drive

The Florida Department of Environmental Protection had been allowing the county to operate under a statewide Emergency Final Order (EFO) that had been issued after Hurricane Michael for the reconstruction of Alligator Drive. The EFO has now expired. Clay Kennedy with Dewberry met with FDEP and the simplest solution to let the county continue the reconstruction of the road is to issue a permit specifically for the road. This added step will not change the design, timelines, or any of the conditions, only the way the reconstruction is authorized. Board action to sign the FDEP permit application when it is completed by Dewberry.

Board action to approve the chairman’s signature on the permit application for the reconstruction of Alligator Drive once complete.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the chairman’s signature on the permit application for the reconstruction of Alligator Drive once complete. Motion carried 5-0.

Mr. Pierce stated that the State of Florida is just as eager as we are to get this road completed.

b. BOARD ACTION: Approval of the SCOP Agreement and Resolution for Womack Creek Culvert Repairs

Franklin County has received a SCOP grant agreement from the Florida Department of Transportation for the Womack Creek Culvert Repairs on CR67. This phase entails the survey, design, permitting and preparation 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.

Board action to approve the attached grant agreement and resolution.

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 SCOP grant agreement from the Florida Department of Transportation for the Womack Creek Culvert Repairs on CR67. Motion carried 5-0.

c. BOARD ACTION: Architectural and Engineering Services Proposal Carrabelle Beach Park

In late September the Florida Historical Commissioner reviewed and scored all the applications that were submitted for the 2023 historic preservation grant cycle. The Carrabelle Beach Wayside

Park Project was ranked 46 out of 77 applications in the attached ranking summary. As the pavilions and restroom building have neared a critical point with deterioration of the concrete picnic pavilions, it would be prudent to proceed with the restoration utilizing the \$80,484 in Hurricane Michael Insurance proceeds which was initially pledged as grant match and ask the TDC if they would also support the project using tourist development sales tax proceeds (within the available balance of the 10% beach park funding limitation). There is approximately \$52,745 in additional funds available for beach park facilities at this time. Subject to funding limitations and the need to keep the park partially open during the restoration, construction could be completed in phases (west pavilions, east pavilions, restrooms or by condition of individual structures). Barnett, Fronczak, Barlowe and Shuler were the architects used in the 2016/2017 rehabilitation project for the interior restroom renovation and roof replacement for the park and we requested a fee proposal from them to develop the plan specifications, bid documents, and construction inspection because of their prior experience with the park location. The architectural and engineering fee proposal is \$23,800 and this will be the first step in the restoration process.

Board action to approve the attached fee proposal for architectural and engineering services for the Carrabelle Beach Wayside Park Restoration Project.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve the attached fee proposal from Fronczak, Barlowe and Shuler for architectural and engineering services for the Carrabelle Beach Wayside Park Restoration Project.

Chairman Jones asked if it would be possible to change the structure of the current TDC loan taken out for the restrooms on St. George Island, change the loan to beachfront facilities and extend the loan. Mrs. Griffith said that is an option that we can explore. **Motion carried 5-0.**

d. BOARD ACTION: Budget Resolutions – Fiscal Year 2020/2021

Attached are nine resolutions for the adoption of unanticipated revenues as part of the end-of-the-year bookkeeping. These funds were not included in your original adopted 2020/2021 budget because at the time of budget adoption they were unanticipated. Florida Statute 129 allows a county 60-days after the end of a fiscal year to incorporate unanticipated revenues into the prior year's budget. This is the final installment of budget resolutions to conclude this process.

The 1st resolution is for \$7,875 in state grant funds received from the State Housing Initiative Partnership Program relative to the administration of the SHIP program. The 2nd resolution is for \$169,035 in federal funds received from the Florida Housing Finance Corporation relative to Coronavirus Relief Funding Assistance. The 3rd resolution is for \$114,485 in state funds received from the Florida Housing Finance Corporation relative to the administration and aid provided for the Hurricane Housing Recovery Program. The 4th resolution is for \$336,038 in loan proceeds received from Peoples South Bank relative to the loan to build the new restrooms on St. George Island. The 5th resolution is for \$1,860,477 in federal funds received from the US Department of the Treasury for the CARES Coronavirus Relief Program. The 6th resolution is for \$2,465 in additional state aid grant funds from the Florida Department of Agriculture and \$704 in additional FEMA match-waiver funds received from the Florida Division of Emergency Management for the

Mosquito Control department. The 7th resolution is for \$692,500 in loan proceeds from Leasing 2, \$145,188 in tipping fee revenues and the \$30,000 in trade-in sales proceeds for the purchase of the new tub grinder at the landfill. The 8th resolution is for \$319,246 in loan proceeds received from Leasing 2 and \$287,000 in trade-in sales proceeds for the rolling-dump truck lease agreement for the road department whereas the 2020 trucks were replaced with 2021 model year trucks. The 9th resolution is for \$1,000 in federal grant revenues relative to the administration of the American Rescue Act of 2021 Program.

Board action to adopt the nine attached budget resolutions.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board adopted the nine attached budget resolutions as described above. Motion carried 5-0.

e. BOARD ACTION: Line-Item Budget Amendments

I have three line-item budget amendments for approval by the Board – budget amendments simply move budgeted amounts between line items during the fiscal year.

Line-Item Budget Amendment Requests:

i. The budget amendment below is needed to adjust line items to cover additional expenses in the planning and zoning department which has shared expenditures with the Administrative Services Department.

DECREASE 001.25.515.1200 Planning & Zoning – Regular Salaries \$ 14,138.00
INCREASE 001.21.512.1200 Administrative Services – Regular Salaries. \$ 8,409.00 INCREASE
001.21.512.1400 Administrative Services – Overtime \$ 2,333.00
INCREASE 001.21.512.2100 Administrative Services – FICA Taxes \$ 548.00
INCREASE 001.21.512.2200 Administrative Services – Retirement \$ 2,848.00

ii. The budget amendment below is needed to adjust line items to move budgeted funds from the Professional Services Line Item to find the Fiscal Management Department.

INCREASE 001.27.513.2100 Fiscal Manager – FICA Taxes \$ 3,496.00
INCREASE 001.27.513.2200 Fiscal Manager – Retirement \$ 5,326.00
INCREASE 001.27.513.2300 Fiscal Manager – Insurance \$ 9,460.00
INCREASE 001.27.513.4100 Fiscal Manager - Communications \$ 156.00
INCREASE 001.27.513.5100 Fiscal Manager – Office Supplies \$ 413.00
INCREASE 001.27.513.5200 Fiscal Manager – Operating Supplies \$ 148.00

iii. The budget amendment below is needed to move budgeted funds from the Mosquito Control Reserve for Contingency line item to the Mosquito Control Pesticides line item for additional pesticides purchased in last fiscal year to combat the ZIKA virus.

DECREASE 142.99.584.9600 Mosquito Control – Reserve for Cont. \$ 9,580.00
INCREASE 142.99.584.5220 Mosquito Control – Pesticides \$ 9,580.00

iv. The budget amendment below is needed to move budgeted funds from the Solid Waste Department to Animal Control and Parks and Recreation to cover shared operational expenses.

DECREASE 001.40.534.3100 Solid Waste – Professional Services \$ 18,000.00

INCREASE 001.53.562.1200 Animal Control – Regular Salaries \$ 4,000.00

INCREASE 001.70.572.4600 Parks & Recreation – Repair/Maint. \$ 14,000.00

Board Action to approve the four line-item budget amendments summarized above.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board adopted the four line-item budget amendments summarized above. Motion carried 5-0.

f. BOARD INFORMATION:

Transportation Alternatives Funding Cycle is now open. The Florida Department of Transportation has announced that the Transportation Alternatives funding cycle is open until February 24, 2022. This is the funding source that Franklin County has used for sidewalks and multi-use transportation paths in the past. For practical purposes, the county should limit itself to two projects per year. During the last funding cycle, three projects were submitted: Otter Slide Road and Avenue A Sidewalk in Eastpoint, River Road Multi-Use Path in Carrabelle and the widening/resurfacing of the multi-use path on St. George Island. Last year, the Otter Slide Road and Avenue A project was ranked first, River Road second and the St. George Island path third. Otter Slide Road and Avenue A has since been funded. The Board will need to decide if the other two projects should stay in rotation and River Road move to being ranked as first and St. George Island as second or if there are any projects that the Board would like to add. Please let the Planning office know as soon as possible if there are any additional projects that should be submitted for consideration. The Board will need to authorize the project applications and formally rank the projects at a later date.

Commissioner Ward said that since the sidewalk in her district was funded, she would like to take River Road out of the rotation at this time. She recommended allowing another district to go first for the next project. Chairman Jones thanked Commissioner Ward for her consideration and recommendation.

Commissioner Boldt noted that he may have a project for sidewalk in his district. Chairman Jones said that maybe at the December meeting the Commissioners could provide their input and go from there. Attorney Shuler noted that removal of River Road would require board action. Mrs. Griffith said they will come back in December for the official ranking. Chairman Jones thanked Mrs. Griffith and wished her a Happy Thanksgiving.

19. County Coordinator – Michael Moron

a. ACCESS 67 Program: At your last meeting I informed the Board of the Small County Coalition request to have the Board appoint what is being referred to as a Commissioner Champion Designee and a Lead Staff Liaison to work with and support the Department of Economic

Opportunity (DEO) with the ACCESS 67 County Champion Program, which is the State's Broadband Initiative. In addition, the Board would appoint a cross-section of community members to what would be known as the County's Local Technology Planning Team (LTPT). Small County Coalition sent another email stating the importance of appointing the Commissioner and staff member and submitting it to DEO as soon as possible as "it ensures that your county will be linked in a collaborative network with designees from counties around the state, with our effort to support DEO and to work with the provider network." The Board can consider the appointments to the LTPT at a future meeting.

Board action to appoint a commissioner as the Commissioner Champion Designee and a staff member as the Lead Staff Liaison for the ACCESS 67 County Champion Program.

Item addressed earlier in the meeting.

b. Zoning Office Hours: Until Mrs. Cortni Bankston, Zoning Administrator, returns from maternity leave, the Zoning office hours are now 8:30 a.m. to 12:00 p.m. from Monday to Thursday or by appointment. Mr. Alan Pierce will be available during these hours to answer Zoning related questions and meet with variance and zoning applicants. If a customer calls or comes to the office outside of these hours, and the available staff is unable to answer any questions they may have, the necessary information will be collected with the intentions of that customer receiving a return call as soon as possible.

Just wanted to inform the Board and the public that the office isn't closed, but staff may not be available. Mr. Pierce said he will do his best to be available as much as possible. Mr. Moron said they are hoping to return to normal in January. Commissioner Ward said that the constituents need to be aware, and she doesn't want the services to be compromised. Mr. Pierce said the PZA meeting schedule will remain the same, and Mr. Curenton will be able to assist if Mr. Pierce is not available.

Chairman Jones noted a discussion with Mr. Pierce regarding the status of the dredging project. Mr. Pierce encouraged the commissioners to speak with our any leaders that are available at the meeting. Mr. Pierce said the Two-Mile channel should be addressed quickly, but with the Eastpoint channel we had to create an easement. Franklin County needs to create an easement for uplands. He said that nobody seems to have a schedule. There's a form and we must pay a small fee. The Division of State Lands is the hold up. Once the easement is approved, the Corps will send us a copy of the construction plans and copy of the permit. We will send that to the Consortium, and they will send us funding for the project. Chairman Jones asked if the easement for the Eastpoint channel was holding up both projects. Mr. Pierce said he doesn't know that it is holding up the Two-Mile channel project, they are two separate projects. Chairman Jones said that he hopes both projects will remain on the same timeline as planned. Chairman Jones said this will be the third time the Two-Mile channel has been dredged since Eastpoint channel was. Mr. Pierce said the problem is we are relying on the federal government to fund a small project. In the future we may want to explore other funding. Commissioner Parrish said no matter what the county does we are still going to have to deal with the Corps. Mr. Pierce noted that the cost for a private company to complete the project would be significantly higher.

c. Library Appointment: Mrs. Ellen Ashdown informed me that her term on the Wilderness Coast Public Libraries (WILD) Governing Board expired and she is not seeking reappointment. This seat, that represents Franklin County, is not appointed by the County Commissioner but instead by the Library Advisory Board (LAB) committee. Unfortunately, the LAB has been inactive since early 2020, so Mrs. Ashdown and I agreed to allow an “ad hoc” committee to discuss and recommend a candidate to fill this vacant seat, with the approval of the WILD’s Central Administrator, Mrs. Courtney Whitaker. Mrs. Brenda Humphrey, who has served on the Friends of the Franklin County Public Libraries’ executive board and volunteers and both branches was recommended as the candidate to fill that vacant seat. Mrs. Ashdown conferred with Commissioner Boldt, who is the Board’s current appointment to the WILD Board, regarding this nomination. Mrs. Humphrey’s statement of interest was emailed for your review.

d. SGI Lighthouse: The St. George Island Civic Club is introducing a new fundraising campaign for the renovation of the Children’s Playground at the SGI Lighthouse Park. I’ve attached a flyer with additional information on this fundraising campaign.

20. County Attorney – Michael Shuler

Attorney Shuler had no action items for the Board.

Chairman Jones asked Attorney Shuler to follow up on the status of the audit on the Lanark Fire Department. Chairman Jones said he believes the resident deserve some answers from the Board and not silence. Commissioner Ward said there seems to be some confusion as to if there is an investigation being done. We just need to get a direction to make sure that things are being done the way they should be. Attorney Shuler said that he will get with Mr. Moron and have the Clerk’s office pull the records and report back to the Board at the next meeting.

Commissioner Boldt said that the Board should look at the structure of the current officers at the Lanark Village fire department and consider what if any actions our Board should have on the retention of those officers.

Attorney Shuler said that based on his preliminary research the law is clear that the VFDs are private corporations. They do provide a public service on behalf of the Board based on statute giving us the right to provide fire services. This board certainly has some skin in the game, but I don’t think we can micromanage. That doesn’t mean that we don’t have recourse, it would probably take a judge to decide. This issue is separate from the audit issue. The audit speaks for itself, and it is bad based on my perception. Attorney Shuler said he would report back to the Board via email with an update and publicly at the next meeting.

Commissioner Parrish said the VFD board structure is governed by bylaws. When those bylaws are updated, the board should be going by the most recent. He said that all of this must be in the bylaws. When members want to appoint themselves, they’ve got to go by what is in their bylaws. They are updated based on statutes. Someone needs to be determining how things should be held. There are several training hours the volunteers are supposed to have to drive the fire truck. They can’t go back to the old bylaws because they don’t want to abide for them.

Mr. Moron said that the county does not have a copy of either set of bylaws for the Lanark Village Fire Department. He said that Commissioner Boldt was given three years of the treasurer's files. However, it consisted of some minutes and bank statements. Mr. Moron said that is all we have. We do not have copies of any bylaws for the fire department. Attorney Shuler asked if the county had any bylaws for any of the other fire department. Mr. Moron said we do not. Commissioner Ward noted that we probably never needed them before this issue arose. Commissioner Boldt asked the Board to consider developing a contract of standards of practice that we as a Board require with the management of MSBU funds. Commissioner Ward asked if we had the audit. Mr. Moron said yes, we have the audit.

Attorney Shuler said that he will provide a status of where we are on the audit. He advised the Board that he would not recommend them trying to wrangle the internal structure of a private corporation.

Commissioners' Comments & Adjournment

21. Commissioners' Comments

Commissioner Ward wished everyone a Happy Thanksgiving. Commissioner Boldt did the same. Chairman Jones announced that the Franklin County Varsity Basketball team will kick off their pre-season tonight. He encouraged the Board to come out and support the team.

Chairman Jones announced that he will be talking to the school board tonight regarding the property located up Hwy 65 and workforce housing. He will be presenting a scenario to the school board to donate the property back to the county for work force housing. He said that he believes it will help the county as a whole and the work force.

Mr. Moron asked everyone to wish Mrs. Bankston good luck as she will be giving birth any day now.

Commissioner Parrish spoke regarding Veterans' Day. He described a 92-year-old veteran's interview and how he said he would like to see this county reunited. Commissioner Parrish said this year it really hit home for him. He said this year our legislative delegation came separately. This year we had two different meetings because one is a republican and one is a democrat. He said that he felt it was appropriate to remind people that it isn't about an R or a D, we can agree to disagree. I vote my conscience; you vote your conscience. Commissioner Parrish said he too like the 92-year-old veteran would like to see this country reunited.

Commissioner Boldt said he would like to compliment what Commissioner Parrish said. He said we need to stop thinking of boundaries.

Commissioner Lockley wished everyone a Happy Thanksgiving. Chairman Jones echoed what Commissioner Parrish said and noted that is why he felt local government was the best form of government because people were closest to their representatives.

Adjournment

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

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
NOVEMBER 2, 2021
9:00 AM
MINUTES**

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

Others Present: Michele Maxwell-Clerk of Court, Michael Shuler-County Attorney, Michael Moron—County Coordinator

1. Call to Order

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

2. Prayer and Pledge

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

**3. Approval of Minutes
FCBCC Regular Meeting 10/19/2021**

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 10/19/2021. Motion carried 5-0.

4. Payment of County Bills

On a motion by Commissioner Parrish, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the payment of County Bills. Motion carried 5-0.

5. Public Comments

Mr. Ashley Tea spoke regarding the new location for the EOC. Mr. Teat spoke in favor of building the EOC at the Hwy 65 location by the Sheriff's department. Mr. Teat requested the Board hold a workshop for the community to give their input and work together as a team. Chairman Jones said he believes that is something that can be done. However, he noted that the Board has held several meetings allowing for the public to provide input.

Constitutional Officers

6. Clerk of Courts – Michele Maxwell – Report

Clerk Maxwell had nothing to report to the Board at this time.

Department Directors Reports

7. Superintendent of Roads and Bridges – Howard Nabors

Informational Item

- a. Detail of Work Performed and Material Hauled by District Report (attached)

Mr. Nabors had no action items for the Board. Commissioner Ward thanked Mr. Nabors for installing the signs that she had requested a few meetings back. Chairman Jones said that he had some additional signage needed in his district and would be in touch with Mr. Nabors regarding those.

8. Solid Waste Director – Fonda Davis

Informational Items

- a. Right of Way Debris Pickup/Recycle Material Hauled Report (attached)

Mr. Davis was not in attendance and had no action items for the Board.

9. Emergency Management Director – Pam Brownell

Informational Items

- a. 10/18-10/19/21 Jennifer Daniels attended and passed the G-235 Emergency Planning Course in Walton County.

- b. EOC Staff completed quarterly reports for EMPG and EMPG ARPA. Currently completing the EMPA quarterly report.

- c. EOC Staff are in the process of applying for a grant from Duke Energy for \$10,000. This grant will be used to build disaster kits to distribute to our vulnerable population. If anyone is interested in partnering with our office, please let us know.

- d. EOC staff continue to update plans and contracts for Franklin County. This includes our Logistics plan and MOUs with our partnering organizations.

- e. 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

Mrs. Jennifer Daniels attended in Mrs. Brownell's absence, and she had no action items to present.

10. Extension Office Director – Erik Lovestrand

Informational Item

General Extension Activities:

- a. During this period, the Extension office assisted citizens on topics of gardening soil amendments, home wine making, citrus greening positive test on SGI, and more.
- b. Extension Director participated in the two-way County Director Leadership Team meeting in Tallahassee.
- c. Extension Director participated in the annual Florida Seafood Festival this year with a booth to highlight Extension services available for the public.
- d. Extension Director set up natural resources exhibit in UF/IFAS building at the North Florida Fair and worked a shift to engage with visitors, along with another NW District Extension faculty.
- e. Extension Director participated in the virtual meeting with the Interstate Shellfish Sanitation Conference and the FDA regarding updates on shellfish safety issues.
- f. Extension Director participated in another Community Advisory Board meeting of the ABSI FSU project.

4-H Youth Development:

- g. The Extension Director participated as a judge for 4-H exhibits at the North Florida Fair.
- h. Our local 4-H club set up a booth to highlight their activities this year in the archery program they are implementing.

Family and Consumer Services:

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

Agriculture/Home Horticulture:

- j. Wednesday plant clinics continue at the Extension office to assist citizens with gardening and horticultural issues that they are dealing with.

Mr. Lovestrand gave a highlight from his report on the removal of derelict vessels and debris from the water. Chairman Jones said that he is glad this work is getting done as this is very important to our area. Chairman Jones asked how the project was facilitated. Mr. Lovestrand said that the IFAS office in Franklin worked in conjunction with the IFAS office in Bay County to complete the project. The funding came from the National Fish and Wildlife Association. Commissioner Boldt asked if this project included totally submerged vessels. Mr. Lovestrand said not to his knowledge.

He also noted that if the vessels were damaged or submerged prior to Hurricane Michael, they did not qualify for this project.

OTHER REPORTS

11. Library Director – Whitney Roundtree

Informational Items

- a. A candidate has been selected for the FT Library Assistant position for the Eastpoint Branch pending pre-employment screening.
- b. The Friends of the Library are using some of their beautification project funds to add a gazebo and picnic tables to the Eastpoint library grounds. This will offer more outdoor seating to library patrons.
- c. The Franklin County Public Libraries will be closed November 11th in observance of Veteran's Day, as well as November 25th-November 27th for the Thanksgiving Holiday. Library Events: Franklin County Public Library Eastpoint Branch 160 Hickory Dip Rd, Eastpoint

(850) 670-8151

- November 2nd – 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.
- November 2nd– 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.
- November 17th - 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

- November 5th- 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.
- November 4th- 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.
- November 6th, 13th, 20th - 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.

- November 18th- Poetry Workshop at 1:00pm. Anthony Watkins will be here sharing and discussing work from local poets as well as a general discussion about all things literary. If you are interested in writing and learning about poetry, give this workshop a try.

Ms. Roundtree had no action items for the Board.

Chairman Jones asked if the Friends of the Library have addressed the continuing drainage issue on the property. Ms. Roundtree said that it is wetlands and the neighbor that is complaining is wetlands. Chairman Jones said there was an issue from Indian Creek. Ms. Roundtree said they do have a board meeting scheduled for next week and it is on the agenda.

Other Reports

12. Interim Airport Manager – Ted Mosteller

Report (attached)

Mr. Mosteller had no action items for the Board. Chairman Jones asked if there was any new information on his report and Mr. Mosteller said that there is not. Chairman Jones would like to meet with Mr. Mosteller to discuss the possibility of the grant funding to extend the runway. He would like to brief Mr. Mosteller as interim airport manager.

Presentations and Requests

13. Apalachicola Bay System Initiative – Dr. Sandra Brooke – Update

Dr. Brooke will update the Board on the status of the Apalachicola Bay System Initiative (ABSI)

Dr. Brooke gave a brief update on the ABSI. She gave the Board some snapshots of aspects of the project that she felt the Board would be interested in. Dr. Brooke said there are three basic questions that ABSI is asking- What caused the oyster collapse in the Apalachicola Bay? Why have oysters not recovered? What actions need to be taken to restore Apalachicola oyster reefs? ABSI works with local stakeholders to help develop a science-based management and restoration plan for the Bay. FSU is a university, and they have no authority, it will be up to the entities to choose whether they want to take their recommendations or not. Usually when a system collapses, it is rarely just one thing that caused it. Dr. Brooke gave a list of problems that possibly caused the collapse which included reduced river flow, increased salinity, increased predators, parasites and disease, increased mortality, especially juveniles, recruitment failure, shell removal, no re-shelling and habitat limitation. ABSI has four components research, community engagement, adaptive management plan, and oyster habitat restoration plan. ABSI wants to take the research and turn it into decision support tools that the community can use. Dr. Brooke said that they investigate the intertidal ‘coon’ bars. She said they have set up a monitoring program studying the reefs for about a year and a half now. We have spat collectors out and there is a significant amount of spat in these intertidal areas. Now we are going to focus on the subtidal habitats but continue monitoring the intertidal habitats with drone imagery and digital elevation models. Dr. Brooke said she contacted a local oysterman and went out with him to do subtidal surveys using tongs. Dr. Brooke explained the subtidal oyster sampling chart, oysters in North part of Dry Bar, some in the Miles, the bigger ones to the South of the Miles don’t have many, over by Cat Point there are some. We wanted to

get a broader view. The blue dots indicated where there was nothing found. There has been some restoration going on since 2012-2013 time. The material that was put down, the fossil shell is not there anymore or buried, the natural shell is not there and is hash or mud. There are still layers of lime rock in small discreet patches with decent size oysters growing on it. The beginning of this year we designed a restoration experiment to determine which materials did well. The materials experimented with were natural oyster shell, small lime rock, and larger lime rock. This was done to see what would happen, to help build back the ecosystem. We need areas that are fishable, and we need areas to set aside for mother nature to do what she does to provide homes for the animals. I did a review of all the restoration work since the deep-water spill. My thought was to get the oysters off the ground and into the nice clean water. Our reefs were 30ftx30ftx1ft tall. We did five of these different replicas, and we have thirty different reefs all together. We had the local oysterman help us to do this. We got it all out in June. We saw quite a bit of spat and was very encouraging. We have been along since and some of the shell piles have been blown around. We plan to do this again, maybe use different materials that are a little more stable. We are taking over one of the projects that has ended with Florida DEP. One of the components of ABSI is the hatchery and it is for research. We tried kick starting by putting the hatchery out. We got some spawns from this. We put them in cages about 50 shells on each of our little reefs. The results of these experiments will be part of the restoration plan that we develop. Our advice or options will be provided to those that will be doing the restoration. Community engagement is very important. Some we have not been able to do due to Covid. We have created an advisory board and have held oysterman workshops. The workshops allowed the oysterman to provide their opinions on the ideas that we have come up with. The community advisory board were selected through an interview process, representing their demographic, we tried to get a broad cross section. The board consist of members from non-profit organizations, seafood industry, business, local, state, and federal government. The CAB is tasked with developing recommendations informed by science and stakeholder experiences for the Apalachicola Bay System Management and Restoration Plan and to ensure there is a mechanism for the Plan Implementation. We have come up with the following goals: A. Healthy and Productive Bay Ecosystem, B. Sustainable Management of Oyster Resources, C. Ecosystem Based Adaptive Management and Restoration Plan Supported by Apalachicola Bay System Stakeholders, D. An Engaged Stakeholder Community and Informed Public. At the October 19th meeting, CAB prioritized potential strategies for inclusion in the Apalachicola Bay Plan. The next steps for AB include the following: November 16, 2021, CAB will vote to approve the draft Management and Restoration options for inclusion in the Plan; Early 2022 a questionnaire will be circulated to the larger Apalachicola Bay System community, to gather feedback on the prioritized strategies; Public workshops will be held in person to discuss the Plan; CAB will review the public feedback and make revisions as needed. Stakeholder consensus on management and restoration plan.

Mr. Larry Hale spoke regarding his concern of upland drainage into the bay. Mr. Hale expressed his concern of the spraying of defoliants and fertilizers. He said he feels these are problems that must be addressed to save our bay.

Commissioner Boldt asked Dr. Brooke if there is a possibility that you could write a progress report to the public in layman's language every six months. Dr. Brooke said that she felt that is

something that she can do, and she will speak to Commissioner Boldt afterwards to discuss. Commissioner Lockley said he doesn't like studies; he wants to know what they have done to put people back to work. Dr. Brooke said what they have done so far is trying to determine how to provide the best situation for the oysters to recreate themselves. Dr. Brooke said what she believes they can do is increase the habitats. All we can do is provide them the best situation to grow. Commissioner Lockley asked why the shell on the west beds is deteriorated. Dr. Brooke said the oysters can't grow quickly enough to take the material they've put down and stabilize it. You should have clumps that things are living in, but when Shannon tonged up what we saw was just some oysters that were sitting on individual rocks. We need to aim to get the reefs back so that it's nice and stable. So that mud and sand aren't just washing over it. We have taken sediment cores for pesticides. The flood plain has changed over time. There are several things that could be going on. What is going on with the mud is it has gone from having a lot of calcium carbonate to just mud. You've got an animal in the bay that keeps it nice and clean. Commissioner Lockley asked if at the end of the five years, the oysterman will be able to go back to work. Dr. Brooke said it is not a guarantee. We are seeing spat in the bay and that is encouraging. If there are enough oysters to give spat. Commissioner Lockley noted that there was a section producing spat at one time, and they were moved. What are they going to do to replace that? Dr. Brooke said that she wasn't sure what he was referring to. Commissioner Lockley said there was bar that they didn't let anyone fish because they said it was polluted. He noted that it was producing spat and spreading them around. Dr. Brooke said the oysterman had talked about the relaying and said they didn't feel it was a good idea. Commissioner Lockley said the oysterman are ready to go back to work, if they don't have a guarantee there is going to be any oysters. We need to let them know something so they can begin training for another job. Dr. Brooke said she can't predict the future, but the data from a study that they have seen spat. It maybe with the reduction in fishing pressure, the baby oysters had a chance to grow up. The challenge is going to be if we don't put a whole lot more habitat out there, we are going to have a tiny area to fish. Dr. Brooke said part of their goals is to get law enforcement involved to enforce once the fishery is open. Commissioner Lockley said he is asked questions daily. Mr. Hale asked if there is any interaction with the forestry department on managing what goes on the plots and what is flushing into our bay. Defoliants have no place near our bay. How much of the defoliants is going into our bay and affecting the oysters and other animals? Dr. Brooke said stakeholders are not forestry directly but indirectly yes. Chairman Jones said some of the core samples taken may show these also. Dr. Brooke said that she will investigate that. Commissioner Parrish said one issue is the high salinity. We can't control that without the flow from the river. He said without the oysters you are going to have a dead bay. So, we are fighting a heck of a battle with water flows. Agree with your terminology about building the reefs up. If there is no one in the state that is going to replace the shells in the bay, within a year with intense pressure on it, it will be back to how it is. Why did they let it get down to 25 bushels an acre before they shut it down? A lot of it has to do with management of the bay. There is a lot of issues that go to the management of the bay. There must be partners in this. I think the bay should be shut down in the summertime. At some point you must give the oysters time to replenish. Without the oysters to clean the water coming down from Georgia, we are going to have a dead bay. We must work to get the oysters back in the bay, but we must properly manage it. The reefs must be built up. There must be a buy in from state agencies to help make it sustainable. Commissioner Parrish asked if

these will be some things in the final recommendation. Dr. Brooke said she has reviewed many restoration efforts, where they have topped up the reefs to build them up. However, we don't have the reefs to top up, so we must build them. Dr. Brooke said she agrees that we need an adaptive management plan. It may not be popular but if we go back to the same way we were doing it, we are going to have the same thing. We need to figure out how much water we need to get them through the vulnerability stage. Then we can go to the Corps and ask them to give us the water flow during this period. Commissioner Parrish said the major spat set is March and June. He said that getting back to the oysters that Commissioner Lockley referred to on the main channel. Some of those oysters were stolen and sold, some were relayed. Those provided a lot of spat for the west of the bay. They are not there anymore, and shells need to be replaced. Commissioner Parrish said before the spat would be spread from east to west in the bay from the main channel. Dr. Brooke said we are looking for input on where to put the traditional reefs. Commissioner Parrish said he was initially on the board, but the meetings were held on Tuesday and Wednesday. He said that he does have some insight into the bay because of his career in the seafood industry. Chairman Jones thanked Dr. Brooke for her presentation. He said the issues that face our bay are multiple. He said the water flow issue, the dredging and other things that we can't control. The bottom line is he has people constantly asking about the timeline. Maybe that is one of the things that needs to be communicated. They keep getting deferred or no answer when asking for a timeline. Because they look back in time, the bay was closed for a short period of time, then bounced back. We don't always remember the bad and the struggles we went through. People today that have good jobs in many different places of society who grew up oystering would go back if the bay opened back up. I think the main thing they are looking for is a timeline. Commissioner Lockley said a good thing to do would be to put a flood gate to trap the water to go east or west. Then someone could be there to open to let the boats go in and out. Dr. Brooke said she has looked at closing like Sikes Cut. Commissioner Lockley said he wouldn't close that one because it is used a lot. Chairman Jones confirmed with Dr. Brooke that she has asked them for a model if Sikes Cut was closed where the water flows. Commissioner Lockley asked Dr. Brooke to provide the information she receives from the study of Sikes Cut. Chairman Jones asked if what is being studied in materials being put back, are you also seeing what materials can be put in polluted areas? Dr. Brooke said yes. She said some of the areas, we don't want to put sanctuary areas, but in some of the areas that are closed, we could use to place the beds. Commissioner Parrish said the coon bars absolutely contribute to the bay. He said he would like to see these continue to be unharvested. Commissioner Parrish said when studying closing Sikes Cut, we need to see what contaminants are being trapped. Commissioner Parrish said the island was already washed in to back in the 1800s naturally. Dr. Brooke said they will be monitoring water quality for Red Tide. There was a small amount down by St. George. Is the Red Tide being sucked into Sikes Cut from the ocean? Dr. Brooke said Red Tide doesn't like salt water. Commissioner Boldt said it would be his hope that through this process there becomes a report with actionable items on it. I would like to see an outcome report along with the layman's progress report, that is actionable and a recipe on how to start the action. For the Commission to carry them through to the legislative and federal. Mr. Moron spoke about the workshops Commissioner Boldt had requested from FWC. Due to the holidays, they are pushing this meeting to January or February of next year.

Mr. Moron noted that they Board had a 10:00 & 11:00 a.m. hearing. He asked the Board if they wanted to move on with the public hearings and then move on to the rest of the meeting. Chairman Jones said he felt the next item on the agenda may last a little longer and believed they should go ahead with the public hearings.

At this time the Board addressed the Public Hearings.

14. St. George Island Incorporation – Shannon Bothwell – Request

Ms. Bothwell would like the Board to authorize the addition of a non-binding opinion poll question regarding the incorporation of St. George Island on the next election ballot.

Public Hearings 10:00 & 11:00 a.m. (ET)

15. 5-Year Capital Improvement Schedule 10:00 a.m. (ET)

The Franklin County Board of County Commissioners will hold a public hearing, to consider adopting an updated 5-Year Capital Improvements Schedule as part of the Franklin County Comprehensive Plan. A public hearing on the proposed amendment will be held on Tuesday, November 2, 2021, at 10:00 a.m. at the County Commission Meeting Room in the Courthouse Annex at 34 Forbes Street in Apalachicola.

Mr. Curenton presented the 5-Year Capital Improvement Schedule to the Board. Mr. Curenton described the schedule as a list of capital improvements the County plans to make over the next five years. The benefit of the schedule is that we receive points on some grants for having the projects on the Capital Improvement Schedule.

Chairman Jones called for public comments and there were none. Commissioner Boldt said if just occurred to him this morning that this single document is a very condensed roadmap of what is going to happen in the next five years. Mr. Curenton explained that this is a plan and projects currently underway are not included. Mr. Curenton said the plan is updated once a year sometime between when we pass our budget and the end of the year. Chairman Jones asked if this records the projects FDOT is doing. Mr. Curenton said he believes it includes everything that is on FDOT's workplan. Mr. Curenton said this is a county plan and does not include the projects that are to be completed by the State. Commissioner Boldt asked if they could receive a plan like this for state projects. Chairman Jones and Mr. Curenton said that we can.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board adopted the updated 5-Year Capital Improvements Schedule as part of the Franklin County Comprehensive Plan. Motion carried 5-0.

Mr. Moron said the state fire marshal is looking at dates to come to bring staff and have a workshop as it relates to our volunteer fire department. To see how they can assist if there is anything that we can do to make the situation better.

16. Beach Warning Flag System 11:00 a.m. (ET)

Notice is given that on the 2nd day of November 2021, at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled: An Ordinance Providing that the Beach Warning Flag System Excludes the Body of Water known as Saint George Sound; Revoking All Ordinances in Conflict; Providing for Severability and Providing for an Effective Date.

Attorney Shuler presented the proposed ordinance to the Board. The purpose of the ordinance is to exclude Carrabelle Beach from the beach warning flag system it is not a part of the NOAA beach warning system. NOAA does not provide information regarding an inland body of water like Saint George Sound.

Chairman Jones called for public comments and there were none.

Attorney Shuler said for the benefit of the public, I know the Commissioners are already aware there is already an ordinance on the books that allows for protection of the public and close Carrabelle Beach during a state of emergency declared by the Board or the State of Florida. Chairman Jones asked that once a state of emergency is declared the beach flag system is overridden by the declaration. Attorney Shuler said the Board has an ordinance that requires everyone to remove themselves during double red flags and gives the Sheriff authority to remove people from Saint George Sound and the Gulf of Mexico. Chairman Jones said NOAA was issuing all the warnings but were not updating the beach flag systems with those.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board adopted the proposed Providing that the Beach Warning Flag System Excludes the Body of Water known as Saint George Sound; Revoking All Ordinances in Conflict; Providing for Severability and Providing for an Effective Date. Motion carried 5-0.

At this time the Board addressed the following item at this time.

14. St. George Island Incorporation – Shannon Bothwell – Request

Ms. Bothwell would like the Board to authorize the addition of a non-binding opinion poll question regarding the incorporation of St. George Island on the next election ballot.

Ms. Bothwell presented the request to the Board to authorize the addition of a non-binding, free straw poll question regarding the incorporation of St. George Island on the next election ballot. Ms. Bothwell gave a brief overview of the incorporation process to the Board. She noted that Florida Statute Chapter 165 provides for requirements for incorporation, noting that St. George Island does not meet these requirements. In her opinion, the requirements are from a by gone era and not relevant to this request. She said what really matters is a review process by the staff of a feasibility study and financial security of the city. She said that is about a six-month process. She noted that Representative Shoaf and Representative Ausley would present a bill to authorize incorporation and then a referendum of the voters that would be an up or down vote. Our local delegation has asked that we do the straw poll before they present a bill. She said this would be a no cost to the voters and would be non-binding. Commissioner Lockley said if the State wants to

do this, then why are you asking for our permission. Ms. Bothwell said that Representative Shoaf has requested this process. Commissioner Lockley said the laws are on the books and we are supposed to go by them. He said what Ms. Bothwell is saying is that those don't matter. Ms. Bothwell said there is statute that provides for the Commissioners to authorize this process and everything we are asking is a lawful process.

Chairman Jones said before the Commissioners provide their input, he would like to hear from the residents who would like to speak on the matter. Ms. Bothwell said she would like the Board to give an opportunity to the residents of the island in a democratic process.

Ms. Teresa Spohrer spoke in opposition of the incorporation. She said that she thinks the Commissioners have done a great job in keeping the island up. She said this would cost her more than she can afford.

Mr. Larry Hale said most of the people he knows on St. George Island don't have any knowledge of the meetings that have been held to discuss the idea of incorporating. Mr. Hale said there is things that the island needs, drainage in business district. Right of ways that need to be enforced. Mr. Hale said we should not allow for county property to be taken over, but he feels these can be addressed by county government and without creating a city government.

Mrs. Barbara Sanders spoke in opposition of incorporation in general and to the supposedly no cost poll. For someone to dismiss the policy created by the state is a mistake. If a small community like ours were to incorporate, taxes will be maxed out, retirees must pay a double tax, will be pushed off the island. People that want to vote on this are not property owners but residents. Commercial owners would not be able to vote because they are not residents. Some of the issues such as drainage are caused by development of those properties. Urged the Board to look at these illusory promises, if we do take this step would go quickly array. I think what Jason Shoaf is saying, if it is popular, I would agree with it. I think that Mr. Shoaf would want a broad idea, but by only residents being polled this would not be presented. This is a big issue that would affect others in the county, not just the residents. Believes we should squash the idea as it is a big waster of time.

Ms. Teresa Bestore spoke in support of the poll. She said she sees some things we can do with the funds, repair some roads, the 3-mills would qualify us for funds at the state level. She asked the Board to please consider the straw poll so that we could get a sense of how the residents feel.

Ms. JoEllen Pearman spoke in opposition of the poll. She said that when she moved to the island, she didn't want anymore than what it was. We live on a sandbar we don't need more. We are paying the county to provide services. If we incorporate, we will pay more for the services already being provided. To put this on a straw poll is a waste of time. People do not want to pay more.

Chairman Jones said that he had done some research on the millage rates for the counties in our Apalachee region noting the following rates:

Franklin .00547, Gulf .00680, Wakulla .00820, Liberty .00932, Calhoun .00990, Gadsden .00900, Jackson .00744, Holmes .00949, Jefferson .00795, and Leon .00831

Chairman Jones said that he believes that the Board does the best they can do with the monies collected from the residents. He said that he opposes going to a straw poll. He said that if the incorporation were to proceed, overtime the entire island would be like the Plantation. The property owners who have retired and planned to live here would be pushed out by the costs. He said that he felt one act of government could dismantle the entire setup.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, to deny the request for the addition of a non-binding opinion poll question regarding the incorporation of St. George Island on the next election ballot.

Commissioner Lockley said it is not fair what they are doing. If they think they can run an island on 3-mills, there is no way. **Motion carried 5-0.**

County Staff & Attorney Reports

18. Fiscal Manager/Grants Coordinator – Erin Griffith

a. BOARD ACTION: Contract Extension – Alligator Drive FEMA Repairs

On June 7th, 2021, the County issued the notice to proceed for the Alligator Drive Hurricane Repairs to contractor Anderson Columbia. The contractor was given approximately 150 days to complete the project. Shortly after the issuance of the notice to proceed, issues with construction materials caused by COVID-19 disruptions within the supply chain started to delay the project. The principal source of the delay was the metal sheet piling material needed for the revetment walls. The contractor, engineers and county staff had discussions with FEMA and the project designer MRD to try to find an alternative product that could be substituted for the sheet piles, but none were deemed as strong. Metal Sheet Pile suppliers had issues with inventory and were unable to even estimate a delivery date for several months into the project. The contractor has done as much of the work as possible without the critical sheet pile component during the hours of the day that the tide is low enough to get work accomplished. This is not the only FEMA restoration project that has been slowed by issues within the supply chain – the County was just recently able to issue the notice to proceed on the Eastpoint Fishing Pier repairs due to a shortage in articulated block and is awaiting issuance of the notice to proceed for the C30A washout repairs due to manufacturing delays related to the concrete webbing used for stabilization. The supplier of the metal sheet piles has finally released an estimated delivery date of late-December. Due to this delay in materials beyond the control of the contractor, the engineers recommend granting a 120-day contract extension change order from the latest estimate of delivery date for the sheet pile material.

Board action to approve the attached change order number #1 for the FEMA repairs of Alligator Drive Project.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley and Commissioner Ward, and by a unanimous vote of the Board present, to approve the attached change order number #1 for the FEMA repairs of Alligator Drive Project. Motion carried 5-0.

b. BOARD ACTION: LAP CR370 Alligator Drive Construction Contract – Pigott

At the last meeting, the Board issued a notice of award for the LAP CR370 Alligator Drive Multi-Use Path Project to Pigott Asphalt and Sitework, LLC. The construction contract documents are in order and the bid bonds and insurance requirements have been verified.

Board action to approve and authorize the chairman to sign the attached construction contract with Pigott Asphalt and Sitework, LLC.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley and Commissioner Parrish, and by a unanimous vote of the Board present, to approve and authorize the chairman to sign the attached construction contract with Pigott Asphalt and Sitework, LLC. Motion carried 5-0.

c. BOARD ACTION: Budget Resolutions – Fiscal Year 2020/2021

Attached are nine resolutions for the adoption of unanticipated revenues as part of the end-of-the-fiscal year bookkeeping. These funds were not included in your original adopted 2020/2021 budget because at the time of budget adoption they were unanticipated. Florida Statute 129 allows a county 60-days after the end of a fiscal year to incorporate unanticipated revenues into the prior year's budget. There will be a second installment of resolutions presented at your next meeting to conclude this process.

The 1st resolution is for \$1,843,642 in state grant funds received from the Florida Department of Transportation relative to the SCOP Widening and Resurfacing of CR67 Project. The 2nd resolution is for \$1,055,568 in state and federal FEMA funds with match provided by the Florida Department of Economic Opportunity relative to the Hurricane Michael repairs of Alligator Drive. The 3rd resolution is for \$42,125 in state and federal FEMA funds with match provided by the Florida Department of Economic Opportunity relative to the Hurricane Michael repairs of the C30A Washouts. The 4th resolution is for \$35,963 in state and federal FEMA funds relative to the Hurricane Michael repairs at Island View Park. The 5th resolution is for \$55,921 in federal grant funds received from the US Department of Transportation for the LAP Tallahassee Street Sidewalk Project. The 6th resolution is for \$1,172,335 in state grant funds received from the Florida Department of Transportation for the SCRAP and SCOP Widening and Resurfacing of CR30A Projects. The 7th resolution is for \$97,385 in state grant funds provided by the Florida Department of Transportation for the SGI Landscaping Project.

The 8th resolution is \$18,168 in state grant funds provided by the Florida Department of Transportation for the SCOP Resurfacing of Timber Island Project. The 9th resolution is for an additional \$125,200 in permitting revenues used for the operations of the Franklin County Building Department.

Board action to adopt the nine attached budget resolutions.

1. \$1,843,642

**RESOLUTION
FRANKLIN COUNTY**

BOARD OF COUNTY COMMISSIONERS

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated state grant revenues in the amount of \$1,843,642.00 from the Florida Department of Transportation for the payment of expenses relative to the SCOP Widen and Resurfacing of CR67 project and

WHEREAS said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.3109 Professional Services - Engineering CR67 \$ 251,992.00

141.41.541.4602 Repair & Maint. - Resurfacing CR67 \$ 1,591,650.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,843,642.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

2. \$1,055,568

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated federal and state grant revenues in the amount of \$1,055,568.00 from the Florida Division of Emergency Management and Florida Department of Economic Opportunity for the payment of expenses relative to the Hurricane Michael repairs of Alligator Drive and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

139.69.541.6302 Infrastructure-Alligator Drive \$1,055,568.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,055,568.00 in the BALD POINT TRUST FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

3. \$42,125

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated federal and state grant revenues in the amount of \$42,125.00 from the Florida Division of Emergency Management and Florida Department of Economic Opportunity for the payment of expenses relative to the Hurricane Michael repairs of the C30 Washouts and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.4609 Repair & Maintenance- C30 Washouts \$42,125.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$42,125.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

4. 35,963

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated federal and state grant revenues in the amount of \$35,963.00 from the Florida Division of Emergency Management and the Florida Department of Environmental Protection for the payment of expenses relative to the Hurricane Michael repairs of Island View Park and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.6308 Infrastructure - Island View Park \$35,963.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$35,963.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

5. \$55,921

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated federal grant revenues in the amount of \$55,921.00 from the U.S. Department of Transportation for the payment of expenses relative to the LAP Tallahassee Street Sidewalk Project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.6312 Infrastructure -Tallahassee St. Sidewalk \$ 55,921.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$55,921.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

6. 1,172,335

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated state grant revenues in the amount of \$1,172,335.00 from the Florida Department of Transportation for the payment of expenses relative to the SCRAP and SCOP Resurfacing County Road 30A project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.3110 Professional Services -Engineering CR30A \$80,125

141.41.541.4610- Repair & Maint - Resurfacing CR30A \$1,082,610

141.41.541.6303- Infrastructure Widening CR30A \$9,600

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$1,172,335.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

7. \$97,385

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated state grant revenues in the amount of \$97,385.00 from the Florida Department of Transportation for the payment of expenses relative to the St. George Island Landscaping project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

001.20.572.6305 Infrastructure - SGI Landscaping Project \$ 97,385.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$97,385.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

8. \$18,168

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS Franklin County will receive unanticipated state grant revenues in the amount of \$18,168.00 from the Florida Department of Transportation for the payment of expenses relative to the SCOP Resurfacing of Timber Island Road project and

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

141.41.541.3104 Professional Services - Engineering Timber Island \$ 18,168.00

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$18,168.00 in the LOGT ROAD PAVING FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

9. \$125,200

**RESOLUTION
FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County is a political subdivision of the State of Florida and subject to Florida Statutes Chapter 129 regarding preparation of budgets, and

WHEREAS FS 129.06 provides for budget amendments for unanticipated revenues, and

WHEREAS, the Franklin County Board of County Commission has received \$125,200.00 in unanticipated permit fees from building permits to use for expenses associated with the operations of the Franklin County Building Department.

WHEREAS, said revenue is needed to pay certain expenditures incurred in Fiscal Year 2020-2021 and

WHEREAS FS 129.06(2)(d) provides for budget amendments in relation to receipts and expenditures of the nature that is received, and

WHEREAS this section requires the Board of County Commission to spread on its minutes the expenditures for the purpose of:

| | |
|--|-------------|
| 001.28.524.1200 Building Department – Regular Salaries | \$7,000.00 |
| 001.28.524.2300 Building Department – Health, Life, Dental | \$7,000.00 |
| 001.28.524.3100 Building Department – Professional Services | \$18,000.00 |
| 001.28.524.4100 Building Department – Communications | \$3,000.00 |
| 001.28.524.4600 Building Department – Repair & Maintenance | \$40,000.00 |
| 001.28.524.4900 Building Department – Other Current Charges | \$5,000.00 |
| 001.28.524.6400 Building Department – Machinery & Equipment | \$5,000.00 |
| 001.28.524.6401 Building Department – Mach. & Equip. > \$5,000 | \$40,200.00 |

NOW THEREFORE, BE IT RESOLVED, Franklin County Board of County Commissioners appropriates these unanticipated revenues in the amount of \$125,200.00 in the GENERAL FUND in order to comply with FS129(2)(d).

THIS RESOLUTION ADOPTED by the Franklin County Board of County Commissioners this 2nd day of NOVEMBER 2021.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, to adopt the nine above referenced budget resolutions. Motion carried 5-0.

19. County Coordinator – Michael Moron

Action Items

a. FDOT Projects – Resolution: At your October 19th meeting three Florida Department of Transportation (FDOT) Public Transportation Grant Agreements (PTGA) for the Airport were presented for your approval and the Chairman’s signature. As required by FDOT, resolutions for each PTGA should have been included for approval but was not. Therefore, resolutions for the \$750,000 stormwater and drainage improvement project, \$150,000 for obstruction removal, and \$100,000 to design and replace the airfield vault backup generator require your approval today.

Board action to approve and authorize the Chairman’s signature on the three Public Transportation Grant Agreements for the Airport as described.

1. \$750,000

**RESOLUTION
FRANKLIN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, Franklin County has received a grant from the Florida Department of Transportation.

WHEREAS the majority of the existing airport drainage system is more than fifty years old and is in need of rehabilitation.

WHEREAS several stormwater inlets along the west apron are allowing underground water infiltration which is compromising the pavement around the inlets.

WHEREAS this water infiltration must be addressed to stop continued damage to the concrete apron.

WHEREAS PTGA Project 417047-7 is a \$750,000 grant for Airport Stormwater and Drainage Improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that they support PTGA Project 417047-7 for the design and construction of stormwater and drainage improvements at the Apalachicola Regional-Cleve Randolph Field Airport and Ricky D. Jones, the Chairman of the Board of County Commissioners, is hereby authorized to sign the Public Transportation Grant Agreement for stormwater and drainage improvements.

This Resolution adopted by the Franklin County Board of County Commissioners this 2nd day of November 2021.

2. \$150,000

**RESOLUTION
FRANKLIN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County has received a grant from the Florida Department of Transportation.

WHEREAS trees have been identified during the most recent airport inspection which appear to penetrate the 20:1 approach surface for Runways 14, 32, 6, 24, 18 and 36.

WHEREAS tree obstruction have been identified within all Runway Protection Zones (RPZ) which need to be removed.

WHEREAS trees are also located within the Runway Visibility Zones (RVZ) and need to be removed to meet FAA standards.

WHEREAS PTGA Project 449761-1 is a \$150,000 grant for Airport Obstruction (tree) Removal in the RPZs & RVZs.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that they support PTGA Project 449761-1 for obstruction removal at the Apalachicola Regional-Cleve Randolph Field Airport and Ricky D. Jones, the Chairman of the Board of County Commissioners, is hereby authorized to sign the Public Transportation Grant Agreement for stormwater and drainage improvements.

This Resolution adopted by the Franklin County Board of County Commissioners this 2nd day of November 2021.

3. \$100,000

**RESOLUTION
FRANKLIN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

WHEREAS Franklin County has received a grant from the Florida Department of Transportation.

WHEREAS the majority of the existing airport drainage system is more than fifty years old and is in need of rehabilitation.

WHEREAS several stormwater inlets along the west apron are allowing underground water infiltration which is compromising the pavement around the inlets.

WHEREAS this water infiltration must be addressed to stop continued damage to the concrete apron.

WHEREAS PTGA Project 416047-7 is a \$750,000 grant for Airport Stormwater and Drainage Improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that they support PTGA Project 417047-7 for the design and construction of stormwater and drainage improvements at the Apalachicola Regional-Cleve Randolph Field Airport and Ricky D. Jones, the Chairman of the Board of County Commissioners, is hereby authorized to sign the Public Transportation Grant Agreement for stormwater and drainage improvements.

This Resolution adopted by the Franklin County Board of County Commissioners this 2nd day of November 2021.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, to approve and authorize the Chairman's signature on the three Public Transportation Grant Agreements for the Airport as described. Motion carried 5-0.

b. Bluff Road Streetlights: At the May 18th regular meeting the Board authorized adding streetlights to Bluff Road. Attached is a proposal from Duke Energy to install twenty-five 110 w LED Roadway streetlights. The lights will start at the curve, just past the graveyard, and continue past Magnolia Lane on Bluff Road. We are installing the lights on power poles that are already in place, which allows for a \$273 estimated monthly rental cost. After the installation if there are any 'dark areas' I will request another quote from Duke Energy that will probably include a cost for a new power pole installation.

Board action to approve and authorize the Chairman's signature on the Duke Energy proposal to install 25 streetlights on Bluff Road.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, to approve and authorize the Chairman's signature on the Duke Energy proposal to install 25 streetlights on Bluff Road.

Commissioner Ward said she had some concerns at a bus stop close to Buck Street in her district. With the time change it is dark. There is an existing pole but if we could see about getting a light installed on the pole. Commissioner Ward said she has several other areas that she will gather a list and provide to Mr. Moron. Chairman Jones said all of us have had concerns about the bus stops in our districts. If we can coordinate with the school district and get a list of bus stops. So that we identify the areas being brought to us are for sure bus stops. Mr. Moron said that he will verify the requests are for official bus stops. Chairman Jones said we are not trying to say that we are going to talk to the school about lighting every bus stop. Mr. Moron said he will speak with the school district. **Motion carried 5-0.**

c. Alligator Drive Striping Change Order: Commissioner Boldt requested a cost estimate from Roberts and Roberts to restripe, with paint, Alligator Drive (CR370) from US 98 to Gulf Shore Boulevard. The re-striping project will include centerline, edge line, and raised pavement markers for a total cost of \$24,696. This will be a change order to the paving project and will be paid from District 2's paving funds.

Board action to approve the \$24,696 paving project change order to re-stripe Alligator Drive from US 98 to Gulf Shore Boulevard.

Commissioner Boldt said this was a particular dark road and the improvements are greatly needed from a safety standpoint.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, to approve the \$24,696 paving project change order to re-stripe Alligator Drive from US 98 to Gulf Shore Boulevard. Motion carried 5-0.

d. New Flooring: Late last year the State Attorney's office requested new flooring in their offices due to the condition of the current carpet, which has been there since the construction of this building in 2002. In reviewing all the offices in this building, including this meeting room, it is time for an upgrade. While discussing this project with your Clerk, she stated her plans to re-organize her Official Records office to provide additional space for the public which also requires new flooring. So, I am seeking Board authorization to advertise for Request for Proposals for new flooring in all the Annex building offices, including this meeting room, and the Clerk's Official Records office. It is my anticipation that the County will get a better price on this type of RFP rather than office by office quote.

Board action to authorize an RFP for new flooring in the Annex Building and the Clerk's Official Records office.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the board authorized an RFP for new flooring in the Annex Building and the Clerk's Official Records office. Motion carried 5-0.

e. Carrabelle Letter of Support: The City of Carrabelle is submitting a Legislative Appropriations Request for roadway and drainage improvements on Baywood Drive in Carrabelle and is requesting a letter of support from the County. Baywood Drive is approximately 1.05 miles in length and suffers from street flooding during "medium and heavy rainfalls events resulting in limited to no access to the many residential properties along Baywood Drive." The letter will state that this project would be ranked #3 on the County's priority list. The EOC and the new hospital facility are ranked #1 and #2 respectfully.

Board action to approve the letter of support for the City of Carrabelle's Legislative Appropriations Request for a Baywood Drive roadway and drainage improvement project.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the letter of support for the City of Carrabelle's Legislative Appropriations Request for a Baywood Drive roadway and drainage improvement project. Motion carried 5-0.

f. Public Information Officer: During Commissioners' Comments at your October 5th meeting, I was directed to research the options for the County to engage a Public Information Officer. Mrs. Cortni Bankston contacted surrounding counties and was told that this role is often fulfilled by Administrative Services staff in the counties. Currently, you have two staff members

in your Administrative Services office, Mrs. Erin Griffith and I, and our current workloads does not allow for the added duties as the County's Public Information Officer. The School District and the Sheriff has Public Information Officers on staff. In a discussion with Mr. John Solomon about this subject, he suggested I schedule a meeting with Mrs. Cynthia Clark as she provides that service to TDC, the Apalachicola Bay Chamber of Commerce, and on a limited role to the Seafood Festival Board. Mrs. Griffith and I met with Mrs. Clark to discuss the possibility of her providing this service, which resulted in Mrs. Clark's proposal to create multiple news briefs on important county initiatives and posting that content either in blog posts on the county's website or through social media posts linked to the county's website. This service would be provided for less than \$1000 per month. Is the Board in favor of a six- month agreement for this service or direct staff to advertise for proposals? This fee would be paid from Professional Services.

Board discussion and direction.

Commissioner Ward said that she agrees we need more transparency and that we need to move forward with someone from the county speaking on behalf of the board and county. Commissioner Boldt said he agrees and believes this is a good seed money start. Commissioner Lockley asked for the length of the agreement. Mr. Moron said he is asking for the Board to do it for six months to see if they like it. Commissioner Lockley said it needs to be done and why do it for six months. Chairman Jones said he believes it is needed but if we are hiring from the outside, they are still going to have to get the information from the staff. At the end of the day if its someone who doesn't work for the county how are they going to write about the things. Chairman Jones said he is not sure how it will work with an outside vendor. At the end of the day, it is still going to be more work for Mr. Moron and Mrs. Griffith. Commissioner Parrish said who is going to provide this information to her and that he doesn't understand how that is going to work. Someone is going to have to tell her what the priority is and someone from the county is going to have to provide that information to her. Mr. Moron said he did not want to add a new employee to our budget since we just finalized it. Mr. Moron said she will be releasing information on behalf of the Board, such as what has been done today. Mr. Moron said if any one Commissioner would like to be interviewed to provide information about a particular matter in their district, we can do that. Mrs. Griffith said that there would be a review process by county staff before the information is released. Chairman Jones said he is pretty sure the school and sheriff's department have full time employees for this position. Commissioner Boldt would it be appropriate that Mrs. Clark attend the meetings so that she can hear in person. Mr. Moron said that she can log on to Zoom and attend virtually. Chairman Jones said is this something that we just want to try to see if we like it. Mr. Moron said that was his thought in proposing the six-month agreement. Commissioner Lockley said we need to let people know what is going on. Chairman Jones asked for direction from the Board, do we want to bring it back later. Commissioner Boldt asked if a position could be created to include other duties along with the public information officer. Mr. Moron said it can be done. Mrs. Griffith said the six-month agreement will allow time for the Board to see how they like the process and the work.

Mr. Moron said he will create a job description and comparison for a full-time employee. Commissioner Parrish inquired as to if this is an everyday job or are we paying her to attend two meetings a month. Mr. Moron said the fee will be up to \$1000 a month. Chairman Jones said we

can look at the documentation and discuss at a future meeting. Mr. Moron said he will also provide information on a full-time employee who also has other job duties.

g. Additional Code Enforcement Workshop: Commissioner Boldt has requested an additional Code Enforcement Workshop for Alligator Point. When the Board first approved the schedule, Commissioner Boldt agreed to the Lanark Village workshop as the only one in his district. Since then, Commissioner Boldt has decided that code enforcement issues for Lanark Village and Alligator Point differ, therefore separate workshops are needed. There will be an additional \$900 cost for the Apalachee Regional Planning Council to coordinate and host this workshop and this added workshop may cause a delay in the submission of the final report.

Board action to approve an additional Code Enforcement Workshop on Alligator Point at a cost of \$900.

Chairman Jones asked if Mr. Moron had spoken to ARPC regarding the cost of the workshops. Chairman Jones said it's similar the issue above in that it is something we will be looking at for a while. The fee includes the time, the research and providing the information back to the Board.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved an additional Code Enforcement Workshop on Alligator Point at a cost of \$900. Motion carried 5-0.

h. Small County Coalition Letter: "As the Board is aware, the Florida Legislature passed legislation during the 2020 and 2021 Legislative session aimed at establishing internet services in unserved and underserved areas and enhancing access where it is limited. The Small County Coalition has been working to call attention to this issue for years and we feel that things are starting to move." With that said, the Small County Coalition Officers are asking members to do two things. First, the designation of a Lead Commissioner and Lead staff person, which could be the Chairman and the County Coordinator. The second ask is the creation of a Local Technology Planning Team (LTPT) which is an entity established pursuant to legislation. Members of the LTPT should include a cross-section of the community such as representatives from public safety, libraries, K-12 education, colleges and universities, local health care providers, private businesses, community organizations, economic development organizations, local governments, tourism, parks and recreation, and agriculture. Appointments will be decided by the Board. I've attached the most recent draft of "Bridging the Gap" for your review and today's discussion.

Board discussion and possible direction.

i. Eastpoint Christmas Parade: Eastpoint Christmas Parade event coordinator, Mrs. Dottye Thornburg, is requesting Board approval for the 2021 Eastpoint Christmas parade and celebration. The event is scheduled for Friday, December 10th at 4:30 p.m. with parade participants lining up at 4 p.m. The parade will start behind Webb Seafood at the corner of Power Drive and CA Gillespie Street, turning east onto Highway 98 and ending at Fisherman's Choice. Mrs. Thornburg will coordinate with Sheriff Smith for traffic control.

Board action to approve the 2021 Eastpoint Christmas parade route.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the 2021 Eastpoint Christmas parade route. Motion carried 5-0.

j. Senior Class Fundraiser: The Senior Class is requesting the use of the Courthouse and Annex parking lot on Friday (11/5) after 1p.m. and all-day Saturday (11/6) for a fundraiser event. On these days during the Seafood Festival, they will charge for the use of the parking spaces to raise money for the Senior Class. The Board has approved this request in the past.

Board action to authorize the Senior Class the use of the Courthouse and Annex parking spaces for a fundraiser during Seafood Festival, on Friday afternoon and all-day Saturday.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized the Senior Class the use of the Courthouse and Annex parking spaces for a fundraiser during Seafood Festival, on Friday afternoon and all-day Saturday.

Chairman Jones asked as a parent of senior, that all Board and staff utilize this parking lot to attend the Seafood Festival and support the senior class. **Motion carried 5-0.**

k. Wake Zone Signage: Staff has been unsuccessful with engaging a contractor to reinstall Wake Zone signs that have been damaged over the last few years. Would the Board recommend advertising for Request for Proposals for this service?

Board discussion and possible direction.

Mr. Moron said the issue is not getting the signs it is getting someone to install them. Commissioner Boldt said it is a public safety issue and he believes we should advertise. Mr. Moron confirmed that Mrs. Bankston has reached out to contractors that construct docks, they do not have the time to fit it in. Commissioner Ward asked if we could reach out to the local oystermen and fishermen. Mr. Moron said he would need to reach out to FWC to see if they would need any type of license, etc. Mr. Moron said he will advertise and asked the Board for a motion.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized advertising for Request for Proposals for reinstalling Wake Zone signs that have been damaged over the last few days. Motion carried 5-0.

Informational Items

l. Legislative Appropriations Requests & Legislative Delegation Meeting: Mrs. Traci Buzbee, your consultant, has submitted the two Legislative Appropriations Requests to Senator Ausley and Representative Shoaf's staff yesterday (deadline). The first is a \$2.5 million for the construction of a new EOC and the second is a \$7 million request for a new facility at Weems Hospital. I've sent you copies of those requests and Mrs. Buzbee is available if you have additional questions.

On another note, the Legislative Delegation meeting is scheduled for Wednesday, November 10th at 5:00 p.m. (ET) here in your meeting room.

m. State Fire Marshall & FWC Meetings: The State Fire Marshall's office and FWC are looking at available dates, more than likely in January and February, to either attend a workshop or meet with the Board to discuss items related to their agencies. I will present those dates at a future meeting for scheduling.

n. Dialysis Clinic Meeting: On March 31, 2021, the Port St. Joe Dialysis Clinic, ran by DaVita, closed, which created "a great vacuum of care and need for Kidney Care / Dialysis Care" in Gulf and Franklin Counties. Gulf County's staff has been in discussions with Fresenius, the largest provider of Kidney service in the Country about reopening the Port St. Joe Clinic. The Gulf County Board of County Commissioners invited Franklin County officials to a Workshop to meet Fresenius representatives and support the re- opening of the Clinic. Chairman Jones and Mr. David Walker, along with myself, attended the Workshop and discussed the importance of a clinic in Port St. Joe, which would reduce the travel times for Franklin County residents having to receive frequent dialysis services. Gulf County staff will continue to update us on the progress of these negotiations. Chairman Jones may comment further on the some of the Workshop discussion.

Chairman Jones said one of the questions asked was about the one cent tax that we have. Without Franklin County, Gulf County's numbers do not work either. It is an effort together. If we can improve healthcare in our community, I think we need to do so. Healthcare is needed here and dialysis. If we can get something closer to us, I think it's a conversation that we need to have. Commissioner Parrish asked why DaVita closed. Chairman Jones said they were not making any money. Mr. Moron said the company before DaVita lost their Blue Cross and Blue Shield contract and without it there was not enough business to sustain it. Mr. Moron said what he learned was that the separate building at Sacred Heart is not owned by Sacred Heart. Mr. Moron said he will get additional information and present it back to the Board. Commissioner Boldt said this may be an opportunity for Weems hospital to be the host for the dialysis. Mr. Moron said that since Mr. Walker was at the meeting, he is speaking with Fresenius. Mrs. Griffith noted that since Capital Health Plan does not extend to Gulf County, that may be a great selling point. Commissioner Ward said she has seen the need for dialysis in our community. A lot of times transportation is an issue, and they will miss their treatments because of it. However, with this there must be specialty nurses, and a lab with specific credentials. Commissioner Parrish said it seems to be all about volume. Commissioner Ward said to think about the per capita and the insurance carriers and what the reimbursement rate will be. Chairman Jones said the Fresenius was not having an issue with insurance providers. They have more dialysis labs than anyone in the country. Commissioner Lockley said we have transportation. Mr. Moron said sometimes it's the long ride that causes patients to miss treatments. Chairman Jones asked if we could speak with ARPC can we start trying to designate trips specifically for people who are receiving dialysis. The Board discussed the transportation available. Mr. Moron said Fresenius is also looking at a procedure that will cut down the time for patients. They are not just looking at dialysis but at full kidney care. Chairman Jones said they are also looking at a program through telemedicine for patients who aren't as severe.

Commissioner Ward asked about the speed limit change on Ryan Drive. She said that she received an update from Roberts and Roberts. They are anticipating delivery of structure, hopefully in the field next week. We need to look at for when they get done. Commissioner Ward said that she talked to the mayor about changing the speed limit from 35 to 25 mph. Chairman Jones asked if it was a city road or county road. Commissioner Ward said she isn't for sure, but she wants to make sure the speed limit is changed once it is repaired. Attorney Shuler said a way of responding to that the county has no objection to the city changing the speed limit if they choose to do so.

Commissioner Ward made a motion to determine what is city and what is county. She said that it is frustrating because I just want to get things done when things come to me. We can go to the courthouse and get plats to determine which it is. Commissioner Ward said lets all work together and figure it out. **Commissioner Boldt seconded the motion.**

Mr. Moron said he would suggest the county attorney speak with Mayor of Carrabelle to determine the ownership and then go from there.

Attorney Shuler said the county and city have had this discussion multiple times with no resolution. Attorney Shuler said the city always states this is a county road but only because they say so. The road is entirely within the city limits of Carrabelle just like 12th street in Apalachicola. Just because we paved and improved the road doesn't mean that it is a county road. We are just providing a service to constituents. Attorney Shuler said he will be glad to have a conversation if the Board directs him to, but he has never been able to get a solid answer based on facts. Commissioner Ward said in the Ryan Drive repairs agreement neither party took ownership of the road. She said that she would appreciate if Attorney Shuler could reach out to the City of Carrabelle, so that she can know what to do to proceed. Chairman Jones noted that the Board had previously worked together to make the repairs to Ryan Drive. Commissioner Lockley asked if it is an evacuation route. Commissioner Ward said she isn't sure that it is a designated route, but it is used. Commissioner Boldt expressed his thoughts on working together with the city.

Commissioner Ward rescinded her motion and directed Attorney Shuler to speak with Attorney Hartman on how to proceed with addressing the issues that are brought to her regarding county or city ownership.

20. County Attorney – Michael Shuler

Commissioners,

I have forwarded a draft engagement letter and an information package for the law firm of Baker Donelson.

I recommend the following:

(a). That the board engage this firm to review and advise the board on the Preliminary FEMA Flood Map placing the county's airport into a flood zone. Once the firm has reviewed the matter at hand, they will present the board with options to consider.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board authorized engaging with the law firm of Baker Donelson to review and advise the Board on the Preliminary Flood Map placing the county's airport into a flood zone. Motion carried 5-0.

(b). Since this matter is only related to the airport and not any other county matter, I recommend that the board designate the airport fund to pay for the firm's services and for reasonable expenses in addition to attorney services, such as engineering and surveying services.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board designated the airport fund to pay for the law firm of Baker Donelson's services and for reasonable expenses in addition to attorney services, such as engineering and surveying services. Motion carried 5-0.

Commissioners' Comments & Adjournment

21. Commissioners' Comments

Chairman Jones reminded the Board of the upcoming Code Enforcement workshop to be held on St. George Island on November 3rd.

22. Adjournment

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

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

December 7, 2021
Franklin County Road Department
Detail of Work Performed and Material Hauled by District
Detail from 11/10/2021 - 12/1/2021

District 1 - Commissioner Jones

| <u>Work Performed:</u> | <u>Date</u> | <u>Road</u> |
|---|--------------------|-----------------------|
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Cedar Street |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Live Oak Street |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Palm Street |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Rose Drive |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | N Bay Shore Drive |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Smith Street |
| Litter Pickup | 11/15/2021 | 1st Street |
| Box drag | 11/15/2021 | Pruett Road |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | School Road |
| Litter Pickup | 11/15/2021 | Twin Lakes Road |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Tip Tucker Road |
| Litter Pickup | 11/15/2021 | Twin Lakes Road |
| Cut bushes back, Weed Eat & Cut Grass around signs & Culverts | 11/15/2021 | Avenue A (District 1) |
| Litter Pickup | 11/15/2021 | 1st Street |
| Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches | 11/18/2021 | 1st Street |
| Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/18/2021 | 1st Street |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/18/2021 | 1st Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Randolph Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W Bay Shore Drive |
| Dig out ditches | 11/22/2021 | 2nd Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 5th Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 6th Street |
| | 11/22/2021 | E 6th Street |
| Litter Pickup, Weed Eat & Cut Grass around signs & Culverts | 11/22/2021 | E Gulf Beach Drive |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Palmer Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Bruce Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Gibson Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 7th Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Land Street |
| Pot hole Repair (Fill) | 11/22/2021 | Avenue A (District 1) |
| Pot hole Repair (Fill) | 11/22/2021 | 2nd Street |
| Pot hole Repair (Fill) | 11/22/2021 | Avenue A (District 1) |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Patton Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 1st Street |

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

| <u>Work Performed:</u> | <u>Date</u> | <u>Road</u> |
|--|--------------------|--------------------|
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W Pine Avenue |
| | 11/22/2021 | E 5th Street |
| | 11/22/2021 | Baine Street |
| | 11/22/2021 | Bell Street |
| | 11/22/2021 | E 11th Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Howell Street |
| | 11/22/2021 | E 10th Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Gander Street |
| | 11/22/2021 | E 9th Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 3rd Street |
| | 11/22/2021 | E 8th Street |
| | 11/22/2021 | E Bay Shore Drive |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 4th Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | W 2nd Street |
| | 11/22/2021 | E 4th Street |
| | 11/22/2021 | E 7th Street |
| | 11/22/2021 | E Pine Avenue |
| | 11/22/2021 | E 3rd Street |
| | 11/22/2021 | E Gulf Beach Drive |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Wing Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | McCloud Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Quinn Street |
| Cut grass along shoulders of road on county right of way, Cut grass along shoulders of road on county right of way | 11/22/2021 | Bledsoe Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Marks Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Akel Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W Pine Avenue |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W Bay Shore Drive |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Akel Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W 8th Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W 10th Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W 11th Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W Pine Avenue |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W 12th Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W Gulf Beach Drive |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W 9th Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W 8th Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Brown Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Bradford Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Nedley Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Porter Street |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | W Bay Shore Drive |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | E Sawyer Street |

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

| <u>Work Performed:</u> | <u>Date</u> | <u>Road</u> |
|--|--------------------|----------------------------|
| Cut grass along shoulders of road on county right of way | 11/23/2021 | N Sawyer Street |
| Shoulder Work, Pot hole Repair (Fill) | 11/23/2021 | Patton Drive |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/23/2021 | South Bay Shore Drive |
| Cut grass in ditches, Litter Pickup | 11/23/2021 | South Bay Shore Drive |
| Pot hole Repair (Fill) | 11/23/2021 | Patton Drive |
| Cut grass along shoulders of road on county right of way | 11/23/2021 | Cook Street |
| Pot hole Repair (Fill) | 11/23/2021 | Patton Drive |
| Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Blowed off road/parking lot/intersection | 11/23/2021 | South Bay Shore Drive |
| Litter Pickup | 11/24/2021 | Patton Drive |
| Cut grass along shoulders of road on county right of way | 11/24/2021 | Pruett Road |
| Cut grass along shoulders of road on county right of way | 11/24/2021 | Franklin Blvd (State Road) |
| Litter Pickup | 11/24/2021 | Patton Drive |
| Shoulder Work, Pot hole Repair (Fill) | 11/30/2021 | 2nd Street |
| Cut grass along shoulders of road on county right of way | 11/30/2021 | Bull Street |
| Cut grass along shoulders of road on county right of way | 11/30/2021 | Barber St |
| Cut grass along shoulders of road on county right of way | 11/30/2021 | Washington Street |
| Shoulder Work, Pot hole Repair (Fill) | 11/30/2021 | Jefferson Street |
| Shoulder Work, Pot hole Repair (Fill) | 11/30/2021 | Old Ferry Dock Road |
| Cut grass along shoulders of road on county right of way | 11/30/2021 | Segree Street |
| Sign Maintenance | 11/30/2021 | Old Ferry Dock Road |
| Cut grass along shoulders of road on county right of way | 12/1/2021 | N Bay Shore Drive |
| Shoulder Work | 12/1/2021 | Old Ferry Dock Road |
| Driveway repair | 12/1/2021 | Ridgecrest Parkway |
| Pot hole Repair (Fill) | 12/1/2021 | Old Ferry Dock Road |
| Pot hole Repair (Fill) | 12/1/2021 | Shuler Avenue |
| Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches | 12/1/2021 | School Road |
| Shoulder Work | 12/1/2021 | 2nd Street |

0**Material HAUL From:**

| <u>Material HAUL From:</u> | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|-----------------------------------|--------------------|--------------------|---------------------------|--------------------|
| Ditch Dirt | 11/22/2021 | 2nd Street | 18 | 0 |
| Ditch Dirt | TOTAL | | 18 | 0 |

| | | | | |
|--------|------------|-----------------------|---|---|
| Litter | 11/15/2021 | Twin Lakes Road | 2 | 0 |
| Litter | 11/15/2021 | 1st Street | 1 | 0 |
| Litter | 11/15/2021 | Avenue A (District 1) | 2 | 0 |
| Litter | 11/22/2021 | E Gulf Beach Drive | 2 | 0 |
| Litter | 11/24/2021 | Patton Drive | 2 | 0 |

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|---------------|--------------|--|----------|----------|
| Litter | TOTAL | | 9 | 0 |
|---------------|--------------|--|----------|----------|

Material HAUL To:

| <u>Material HAUL To:</u> | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|---------------------------------|--------------------|---------------------|---------------------------|--------------------|
| Cold Mix, Asphalt | 11/30/2021 | 2nd Street | 1 | 0 |
| Cold Mix, Asphalt | 11/30/2021 | Jefferson Street | 1 | |
| Cold Mix, Asphalt | 11/30/2021 | Old Ferry Dock Road | 1 | 0 |

| | | | | |
|--------------------------|--------------|--|----------|----------|
| Cold Mix, Asphalt | TOTAL | | 3 | 0 |
|--------------------------|--------------|--|----------|----------|

| | | | | |
|--------------------|-----------|---------------------|---|---|
| Dirty 89 Lime Rock | 12/1/2021 | 2nd Street | 1 | 0 |
| Dirty 89 Lime Rock | 12/1/2021 | Old Ferry Dock Road | 1 | 0 |
| Dirty 89 Lime Rock | 12/1/2021 | Old Ferry Dock Road | 1 | 0 |

District 1 - Commissioner Jones**Material HAUL To:**

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|---------------------------|-------------|--------------------|--------------------|-------------|
| Dirty 89 Lime Rock | 12/1/2021 | Shuler Avenue | 1 | 0 |
| Dirty 89 Lime Rock | 12/1/2021 | Ridgecrest Parkway | 18 | 0 |
| Dirty 89 Lime Rock | | TOTAL | 22 | 0 |
| Milled Asphalt | 11/23/2021 | Patton Drive | 3 | 0 |
| Milled Asphalt | | TOTAL | 3 | 0 |

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

| | <u>Date</u> | <u>Road</u> | | |
|---|-------------|---|----------|--|
| Pull ditches, Graded Road(s) | 11/10/2021 | Jeff Sanders Road | | |
| Cut bushes back, Cut grass in ditches, Cut grass along shoulders of road on county right of way | 11/10/2021 | Oak Street (Louisiana Ave/Pinewood Ave) | | |
| Washout Repair | 11/15/2021 | CR30A | | |
| Washout Repair | 11/15/2021 | 9th Street E (City of Carrabelle) | | |
| Sign Maintenance | 11/16/2021 | Maxine Road | | |
| Sign Maintenance | 11/16/2021 | West Drive | | |
| Sign Maintenance | 11/16/2021 | Maxine Road | | |
| Sign Maintenance | 11/16/2021 | West Drive | | |
| Pull ditches, Shoulder Work, Cut high spots out of shoulders, Road Repair | 11/16/2021 | Jeff Sanders Road | | |
| Loaded Trucks | 11/16/2021 | Jeff Sanders Road | | |
| Cut bushes back, Trim Trees | 11/17/2021 | Connecticut Street | | |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Sidewalk Maintenance (Build, Take Out, etc) | 11/17/2021 | Oak Street (Louisiana Ave/Pinewood Ave) | | |
| Graded Road(s), Cut high spots out of shoulders, Road Repair | 11/17/2021 | Jeff Sanders Road | | |
| Loaded Trucks | 11/17/2021 | Jeff Sanders Road | | |
| Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Blowed off road/parking lot/intersection, Cut bushes back | 11/17/2021 | Oak Street (Louisiana Ave/Pinewood Ave) | | |
| Loaded Trucks | 11/18/2021 | Jeff Sanders Road | | |
| Graded Road(s), Cut high spots out of shoulders, Shoulder Work | 11/18/2021 | Jeff Sanders Road | | |
| Box drag | 11/18/2021 | St Teresa Ave | | |
| Box drag | 11/18/2021 | McIntyre Road | | |
| Litter Pickup | 11/22/2021 | CR67 | | |
| Litter Pickup | 11/22/2021 | Lake Morality Road | | |
| Litter Pickup | 11/22/2021 | Lake Morality Road | | |
| Cut high spots out of shoulders, Shoulder Work, Road Repair | 11/23/2021 | Jeff Sanders Road | | |
| Loaded Trucks | 11/23/2021 | Jeff Sanders Road | | |
| Loaded Trucks | 11/24/2021 | Jeff Sanders Road | | |
| Cut high spots out of shoulders, Pull ditches | 11/24/2021 | Jeff Sanders Road | | |
| Cut high spots out of shoulders, Shoulder Work | 11/30/2021 | Jeff Sanders Road | | |
| Litter Pickup | 11/30/2021 | Lake Morality Road | | |
| Sign Maintenance | 11/30/2021 | Carousel Terrace | | |
| Loaded Trucks | 11/30/2021 | Jeff Sanders Road | | |
| Sign Maintenance | 11/30/2021 | Mardi Gras Way | | |
| | | | 0 | |

Material HAUL From:

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|------------|-------------|-------------------|--------------------|-------------|
| Ditch Dirt | 11/16/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/16/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/16/2021 | Jeff Sanders Road | 72 | 0 |
| Ditch Dirt | 11/16/2021 | Jeff Sanders Road | 126 | 0 |

District 2 - Commissioner Boldt**Material HAUL From:**

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|------------|-------------|-------------------|--------------------|-------------|
| Ditch Dirt | 11/17/2021 | Jeff Sanders Road | 126 | 0 |
| Ditch Dirt | 11/17/2021 | Jeff Sanders Road | 126 | 0 |
| Ditch Dirt | 11/17/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/18/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/18/2021 | Jeff Sanders Road | 126 | 0 |
| Ditch Dirt | 11/18/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/18/2021 | Jeff Sanders Road | 90 | 0 |
| Ditch Dirt | 11/23/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/23/2021 | Jeff Sanders Road | 144 | 0 |
| Ditch Dirt | 11/23/2021 | Jeff Sanders Road | 126 | 0 |
| Ditch Dirt | 11/24/2021 | Jeff Sanders Road | 18 | 0 |
| Ditch Dirt | 11/24/2021 | Jeff Sanders Road | 72 | 0 |
| Ditch Dirt | 11/24/2021 | Jeff Sanders Road | 126 | 0 |
| Ditch Dirt | 11/30/2021 | Jeff Sanders Road | 36 | 0 |
| Ditch Dirt | 11/30/2021 | Jeff Sanders Road | 54 | 0 |

| | | | |
|-------------------|--------------|-------------|----------|
| Ditch Dirt | TOTAL | 1350 | 0 |
|-------------------|--------------|-------------|----------|

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|--------|------------|---|-----|---|
| Litter | 11/17/2021 | Connecticut Street | 0.5 | 0 |
| Litter | 11/17/2021 | Oak Street (Louisiana Ave/Pinewood Ave) | 0.5 | 0 |
| Litter | 11/22/2021 | CR67 | 2 | 0 |
| Litter | 11/22/2021 | Lake Morality Road | 2 | 0 |
| Litter | 11/22/2021 | Lake Morality Road | 2 | 0 |
| Litter | 11/30/2021 | Lake Morality Road | 3 | 0 |

| | | | |
|---------------|--------------|-----------|----------|
| Litter | TOTAL | 10 | 0 |
|---------------|--------------|-----------|----------|

Material HAUL To:

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|--------------------|-------------|-------------------|--------------------|-------------|
| Dirty 89 Lime Rock | 11/24/2021 | Jeff Sanders Road | 18 | 0 |
| Dirty 89 Lime Rock | 11/30/2021 | Jeff Sanders Road | 18 | 0 |
| Dirty 89 Lime Rock | 11/30/2021 | Jeff Sanders Road | 18 | 0 |

| | | | |
|---------------------------|--------------|-----------|----------|
| Dirty 89 Lime Rock | TOTAL | 54 | 0 |
|---------------------------|--------------|-----------|----------|

| | | | | |
|----------------|------------|---|----|---|
| Milled Asphalt | 11/17/2021 | Carrabelle City Hall (City of Carrabelle) | 18 | 0 |
|----------------|------------|---|----|---|

| | | | |
|-----------------------|--------------|-----------|----------|
| Milled Asphalt | TOTAL | 18 | 0 |
|-----------------------|--------------|-----------|----------|

District 3 - Commissioner Lockley**Work Performed:**

| | <u>Date</u> | <u>Road</u> | |
|--|-------------|--|--|
| Parking lot repair, Pot hole Repair (Fill), Cleaned out culverts | 12/1/2021 | Health Department (Apalachicola) | |
| Litter Pickup | 12/1/2021 | Coach Wagner Blvd (14th Street) (City of Apalachicola) | |
| Litter Pickup | 12/1/2021 | Jacobie Lane (City of Apalachicola) | |
| Litter Pickup | 12/1/2021 | Avenue I (City of Apalachicola) | |
| Litter Pickup | 12/1/2021 | 10th Street (City of Apalachicola) | |
| Litter Pickup | 12/1/2021 | Avenue G (City of Apalachicola) | |
| Pot hole Repair (Fill), Parking lot repair | 12/1/2021 | Water Street (City of Apalachicola) | |
| Pot hole Repair (Fill), Parking lot repair | 12/1/2021 | Health Department (Apalachicola) | |
| Litter Pickup | 12/1/2021 | Martin Luther King Jr. Ave. (City of Apalachicola) | |
| Pot hole Repair (Fill), Parking lot repair, Cleaned out culverts | 12/1/2021 | Health Department (Apalachicola) | |
| Litter Pickup | 12/1/2021 | Avenue I (City of Apalachicola) | |
| Litter Pickup | 12/1/2021 | 12th Street (City of Apalachicola) | |
| Litter Pickup | 12/1/2021 | 12th Street (City of Apalachicola) | |
| Pot hole Repair (Fill) | 12/1/2021 | Water Street (City of Apalachicola) | |

District 3 - Commissioner Lockley**Work Performed:**

| | <u>Date</u> | <u>Road</u> |
|---------------|--------------------|--|
| Litter Pickup | 12/1/2021 | Avenue G (City of Apalachicola) |
| Litter Pickup | 12/1/2021 | 10th Street (City of Apalachicola) |
| Litter Pickup | 12/1/2021 | Jacobie Lane (City of Apalachicola) |
| Litter Pickup | 12/1/2021 | Martin Luther King Jr. Ave. (City of Apalachicola) |
| Litter Pickup | 12/1/2021 | Coach Wagner Blvd (14th Street) (City of Apalachicola) |

0**Material HAUL From:**

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|--------|--------------------|--|---------------------------|--------------------|
| Litter | 12/1/2021 | 10th Street (City of Apalachicola) | 1 | 0 |
| Litter | 12/1/2021 | Avenue I (City of Apalachicola) | 0.5 | 0 |
| Litter | 12/1/2021 | Avenue G (City of Apalachicola) | 0.5 | 0 |
| Litter | 12/1/2021 | Martin Luther King Jr. Ave. (City of Apalachicola) | 1 | 0 |
| Litter | 12/1/2021 | 12th Street (City of Apalachicola) | 1 | 0 |
| Litter | 12/1/2021 | Jacobie Lane (City of Apalachicola) | 1 | 0 |
| Litter | 12/1/2021 | Coach Wagner Blvd (14th Street) (City of Apalachicola) | 1 | 0 |

| | | | |
|---------------|--------------|----------|----------|
| Litter | TOTAL | 6 | 0 |
|---------------|--------------|----------|----------|

Material HAUL To:

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|----------------|--------------------|-------------------------------------|---------------------------|--------------------|
| Milled Asphalt | 12/1/2021 | Water Street (City of Apalachicola) | 2 | 0 |
| Milled Asphalt | 12/1/2021 | Health Department (Apalachicola) | 2 | 0 |

| | | | |
|-----------------------|--------------|----------|----------|
| Milled Asphalt | TOTAL | 4 | 0 |
|-----------------------|--------------|----------|----------|

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

| | <u>Date</u> | <u>Road</u> |
|--|--------------------|--------------------|
| Pot hole Repair (Fill) | 11/10/2021 | Peachtree Road |
| Cut grass in ditches, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts | 11/10/2021 | Pine Log Road |
| Pot hole Repair (Fill) | 11/10/2021 | Peachtree Road |
| Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts | 11/10/2021 | Pine Log Road |
| Pot hole Repair (Fill) | 11/10/2021 | Peachtree Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/10/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/10/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/10/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut bushes back, Litter Pickup | 11/15/2021 | Pine Log Road |
| Litter Pickup, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts | 11/15/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup | 11/16/2021 | Highland Park Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup | 11/16/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup, Trim Trees, Cut bushes back | 11/16/2021 | Highland Park Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup, Trim Trees, Cut bushes back | 11/16/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut bushes back, Trim Trees | 11/16/2021 | Pine Log Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut bushes back, Trim Trees | 11/16/2021 | Highland Park Road |

District 4- Commissioner Parrish

Work Performed:

| Date | Road |
|------------|--------------------------------------|
| 11/22/2021 | Bluff Road |
| 11/22/2021 | Bluff Road |
| 11/23/2021 | Bluff Road |
| 11/23/2021 | Bluff Road |
| 11/23/2021 | Timberwood Court |
| 11/23/2021 | Bike Path (Bluff Road, Apalachicola) |
| 11/23/2021 | Timberwood Court |
| 11/24/2021 | Pal Rivers Road |
| 11/24/2021 | Pal Rivers Road |
| 11/30/2021 | Cypress Street |
| 11/30/2021 | Oyster Road |
| 11/30/2021 | Highland Park Road |
| 11/30/2021 | Rosemont Street |
| 11/30/2021 | Connector Road |
| 11/30/2021 | Cypress Street |
| 11/30/2021 | Pinewood Street |
| 11/30/2021 | Oyster Road |
| 11/30/2021 | Highland Park Road |
| 11/30/2021 | Rosemont Street |
| 11/30/2021 | Pinewood Street |
| 11/30/2021 | Connector Road |
| 12/1/2021 | CR30A |
| 12/1/2021 | CR30A |

0

Material HAUL From:

| Date | Road | Cubic Yards | Tons |
|------------|---------------------------|-------------|------|
| 11/10/2021 | Courthouse (Apalachicola) | 10 | 0 |
| BARRICADES | | 10 | 0 |
| 11/15/2021 | Pine Log Road | 2 | 0 |
| 11/15/2021 | Pine Log Road | 3 | 0 |
| 11/16/2021 | Highland Park Road | 1 | 0 |
| 11/16/2021 | Pine Log Road | 1 | 0 |
| 11/16/2021 | Pine Log Road | 1 | 0 |
| 11/16/2021 | Highland Park Road | 1 | 0 |

District 4- Commissioner Parrish**Material HAUL From:**

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|---------------|--------------|--------------------|--------------------|-------------|
| Litter | 11/22/2021 | Bluff Road | 9 | 0 |
| Litter | 11/24/2021 | Pal Rivers Road | 3 | 0 |
| Litter | 11/30/2021 | Highland Park Road | 1 | 0 |
| Litter | 11/30/2021 | Pinewood Street | 0.5 | 0 |
| Litter | 11/30/2021 | Oyster Road | 1 | 0 |
| Litter | 11/30/2021 | Cypress Street | 0.5 | 0 |
| Litter | 11/30/2021 | Connector Road | 1 | 0 |
| Litter | TOTAL | | 25 | 0 |

Material HAUL To:

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|-----------------------|--------------|----------------|--------------------|-------------|
| Milled Asphalt | 11/10/2021 | Peachtree Road | 3 | 0 |
| Milled Asphalt | TOTAL | | 3 | 0 |

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

| | <u>Date</u> | <u>Road</u> |
|---|-------------|---------------------------|
| Cemetery, Cut, Raked & Cleaned | 11/10/2021 | Eastpoint Cemetery |
| Cemetery, Cut, Raked & Cleaned | 11/10/2021 | Eastpoint Cemetery |
| Cemetery, Cut, Raked & Cleaned | 11/10/2021 | Eastpoint Cemetery |
| Cemetery, Cut, Raked & Cleaned | 11/10/2021 | Eastpoint Cemetery |
| Cemetery, Cut, Raked & Cleaned | 11/10/2021 | Eastpoint Cemetery |
| Road Repair, Box drag | 11/10/2021 | Sheriff's Office (Jail) |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Plum Street |
| Cut grass along shoulders of road on county right of way | 11/10/2021 | Sheriff's Office (Jail) |
| Box drag | 11/15/2021 | 5th Street |
| Litter Pickup | 11/15/2021 | 4th Street |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Teresa Avenue |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Michael Way |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | CC Land |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | 6th Street |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | 8th Street |
| Litter Pickup | 11/15/2021 | Otterslide Road |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Garrett Lane |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Wylonda Avenue |
| Box drag | 11/15/2021 | Sheriff's Office (Jail) |
| Graded Road(s) | 11/15/2021 | Mill Road |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Otterslide Road |
| Cut bushes back, Weed Eat & Cut Grass around signs & Culverts | 11/15/2021 | 6th Street |
| Cut grass along shoulders of road on county right of way | 11/15/2021 | Tricia's Way |
| Litter Pickup | 11/15/2021 | 4th Street |
| Litter Pickup, Weed Eat & Cut Grass around signs & Culverts | 11/15/2021 | CC Land |
| Cut bushes back, Weed Eat & Cut Grass around signs & Culverts | 11/15/2021 | CC Land |
| Litter Pickup | 11/15/2021 | Bear Creek Rd |
| Litter Pickup | 11/15/2021 | Otterslide Road |
| Litter Pickup | 11/15/2021 | Otterslide Road |
| Litter Pickup | 11/16/2021 | Ridge Road |
| Litter Pickup | 11/16/2021 | Wilderness Road |
| Sign Maintenance | 11/16/2021 | Sanborn Road |
| Litter Pickup | 11/16/2021 | Brian Street |
| Litter Pickup | 11/16/2021 | 6th Street |
| Sign Maintenance | 11/16/2021 | Sanborn Road |

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

| <u>Work Performed:</u> | <u>Date</u> | <u>Road</u> |
|--|--------------------|---------------------------------|
| Sign Maintenance | 11/16/2021 | Bloody Bluff Road |
| Sign Maintenance | 11/16/2021 | Bloody Bluff Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Trim Trees, Cut bushes back | 11/17/2021 | Otterslide Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way | 11/17/2021 | Otterslide Road |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/17/2021 | Otterslide Road |
| Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/18/2021 | 4th Street |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches | 11/18/2021 | 4th Street |
| Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches | 11/18/2021 | 4th Street |
| Pot hole Repair (Fill) | 11/22/2021 | Avenue A (District 5) |
| Cut grass in ditches, Cut bushes back | 11/22/2021 | Messer Road |
| Pot hole Repair (Fill) | 11/22/2021 | 4th Street |
| Culvert installation | 11/22/2021 | Timber Ridge Court |
| Cut grass in ditches, Cut bushes back | 11/22/2021 | Lighthouse Road (Paved Portion) |
| Pot hole Repair (Fill) | 11/22/2021 | Avenue A (District 5) |
| Pot hole Repair (Fill) | 11/23/2021 | Island Drive (State Road) |
| Pot hole Repair (Fill), Shoulder Work | 11/24/2021 | Addies Road |
| Pot hole Repair (Fill), Culvert repair | 11/24/2021 | Addies Road |
| Weed Eat & Cut Grass around signs & Culverts | 11/30/2021 | River Road |
| Shoulder Work, Pot hole Repair (Fill) | 11/30/2021 | Bear Creek Rd |
| Cut grass along shoulders of road on county right of way | 12/1/2021 | Bear Creek Rd |
| Cut grass along shoulders of road on county right of way | 12/1/2021 | Ridge Road |
| Cut grass along shoulders of road on county right of way | 12/1/2021 | Jeffie Tucker Road |
| Build up low spots | 12/1/2021 | Eastpoint Cemetery |
| Cut grass along shoulders of road on county right of way | 12/1/2021 | Bouington BLVD |
| Removed debris and toss | 12/1/2021 | Eastpoint Cemetery |
| Pot hole Repair (Fill) | 12/1/2021 | Wilderness Road |

0**Material HAUL From:**

| <u>Material HAUL From:</u> | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|-----------------------------------|--------------------|--------------------|---------------------------|--------------------|
| Debris | 12/1/2021 | Eastpoint Cemetery | 4 | 0 |
| Debris | 12/1/2021 | Eastpoint Cemetery | 36 | 0 |

| | | | |
|---------------|--------------|-----------|----------|
| Debris | TOTAL | 40 | 0 |
|---------------|--------------|-----------|----------|

| | | | | |
|------------|-----------|--------------------|----|---|
| Ditch Dirt | 12/1/2021 | Eastpoint Cemetery | 90 | 0 |
|------------|-----------|--------------------|----|---|

| | | | |
|-------------------|--------------|-----------|----------|
| Ditch Dirt | TOTAL | 90 | 0 |
|-------------------|--------------|-----------|----------|

| | | | | |
|--------|------------|-----------------------|-----|---|
| Litter | 11/15/2021 | Otterslide Road | 2 | 0 |
| Litter | 11/15/2021 | CC Land | 1 | 0 |
| Litter | 11/15/2021 | Bear Creek Rd | 1 | 0 |
| Litter | 11/15/2021 | Otterslide Road | 2 | 0 |
| Litter | 11/15/2021 | CC Land | 2 | 0 |
| Litter | 11/15/2021 | Avenue A (District 5) | 2 | 0 |
| Litter | 11/15/2021 | Wilderness Road | 1.5 | 0 |
| Litter | 11/15/2021 | 4th Street | 2 | 0 |
| Litter | 11/16/2021 | Ridge Road | 1 | 0 |
| Litter | 11/16/2021 | Brian Street | 1 | 0 |
| Litter | 11/16/2021 | 6th Street | 1 | 0 |
| Litter | 11/16/2021 | Wilderness Road | 2 | 0 |

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

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|---------------|-------------|--------------|--------------------|-------------|
| Litter | | TOTAL | 18.5 | 0 |

Material HAUL To:

| | <u>Date</u> | <u>Road</u> | <u>Cubic Yards</u> | <u>Tons</u> |
|---------------------------|-------------|---------------------------|--------------------|-------------|
| Black Dirt | 11/22/2021 | Timber Ridge Court | 18 | 0 |
| Black Dirt | | TOTAL | 18 | 0 |
| Cold Mix, Asphalt | 11/30/2021 | Bear Creek Rd | 1 | 0 |
| Cold Mix, Asphalt | | TOTAL | 1 | 0 |
| Dirty 89 Lime Rock | 11/10/2021 | Sheriff's Office (Jail) | 18 | 0 |
| Dirty 89 Lime Rock | 11/15/2021 | 65 State Road | 18 | 0 |
| Dirty 89 Lime Rock | 11/22/2021 | Timber Ridge Court | 18 | 0 |
| Dirty 89 Lime Rock | 11/24/2021 | Addies Road | 4 | 0 |
| Dirty 89 Lime Rock | 12/1/2021 | Wilderness Road | 1 | 0 |
| Dirty 89 Lime Rock | | TOTAL | 59 | 0 |
| Ditch Dirt | 12/1/2021 | Eastpoint Cemetery | 90 | 0 |
| Ditch Dirt | | TOTAL | 90 | 0 |
| Milled Asphalt | 11/15/2021 | Sheriff's Office (Jail) | 18 | 0 |
| Milled Asphalt | | TOTAL | 18 | 0 |



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 December 7, 2021

TIME: 9:00 A.M.

November 15th – November 30th RIGHT-OF-WAY DEBRIS PICKUP

| Apalachicola | Eastpoint | St George Island | Carrabelle | Lanark | Alligator Point |
|--------------|------------|------------------|------------|------------|-----------------|
| 77.06 TONS | 27.15 TONS | 53.52 TONS | 65.26 TONS | 29.61 TONS | 14.16 TONS |

RECYCLE MATERIAL HAULED

| | Apalachicola | Eastpoint | St George Island | Carrabelle | Lanark | Alligator Point | St James |
|--|--------------|------------|------------------|------------|----------|-----------------|-----------|
| Cardboard | 3.6 TONS | 12.98 TONS | 2.53TONS | 6.56 TONS | -0- TONS | -0- TONS | 1.82 TONS |
| Plastic, Paper, Glass, Aluminum .62 | -0-TONS | -0- TONS | -0-TONS | -0-TONS | -0-TONS | -0-TONS | -0-TONS |

REQUESTED ACTION: None

BYLAWS
GULF COAST WORKFORCE BOARD, INC.
A CORPORATION NOT FOR PROFIT

ARTICLE I

NAME

The name of the Corporation shall be GULF COAST WORKFORCE DEVELOPMENT BOARD, INC., ("Corporation"), doing business as CareerSource Gulf Coast.

ARTICLE II

PURPOSE

- 1) The purposes for which the Corporation is formed are those set forth in its Articles of Incorporation and these bylaws. The Corporation is not formed for pecuniary or financial gain, and no part of the assets, income, or profit of the corporation is distributable to, or will inure to the benefit of its directors or officers. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.
- 2) The purpose of this organization is:
 - (a) To lead efforts to engage a diverse range of employers and other entities in the region to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers. Serve as an intermediary to assist in stimulating and providing for the involvement of the business community, including small businesses, minority business enterprises, labor and community-based organizations, in regional employment and training activities, including all such other purposes described in and under state and federal legislation including but not limited to the following: Workforce Investment and Opportunity Act (WIOA), Public Law (PL) 113-128; Personal Responsibility and Work Opportunity Act, 104-193; the Workforce Innovation Act of 2000; and the Florida Re-Imagining Education and Career Help Act (REACH).
 - (b) Provide oversight of the WIOA adult, dislocated worker and youth programs, as well as other workforce related programs and the entire local workforce delivery system, ensuring that appropriate use and management of all program funds are managed, invested and appropriately used in accordance with state, federal and local guidance to maximize program outcomes.

ARTICLE III

BASIC POLICIES

The following are the basic policies of the Corporation:

1. The Corporation shall be non-commercial, non-sectarian, and non-partisan.
2. The name of the Corporation or the names of the Directors, in their official corporate capacity, shall not be used in any connection with a commercial concern or with any partisan interest.

ARTICLE IV

MEMBERSHIP

Pursuant to the provisions of the Articles of Incorporation, the named officers and directors (set forth in the Articles) shall be members of this Corporation. Any individual who subscribes to the purpose and basic policies of the Corporation and who is recruited, vetted and appointed by the local elected officials (LEOs) as detailed below and as required by state and federal laws may be designated a member of the Corporation without regard to gender, race, color, creed, national origin or sexual orientation.

1. Membership: Members may be appointed by the chief elected officials to represent only those categories as outlined in applicable law, including, but not limited to: private sector business, education, organized labor/apprenticeships, community-based organizations, governmental and economic/community development agencies and may include such other individuals or representatives of entities as the chief local elected official in the local area may determine to be appropriate. In general, members of the Corporation serve at the pleasure of the LEOs (County Commissioners) who appoint the members for the purpose of serving as representatives of the local workforce development board (LWDB). LWDB members may be disqualified from appointment if they do not meet required criteria, and/or removed from the LWDB at the discretion of the LEOs. LEOs in a local area are authorized to appoint the members of the LWDB who meet the criteria stated below and they may not delegate the responsibility of appointing members to the LWDB, the executive director or staff of the LWDB.

The composition of the LWDB shall require at a minimum that the membership of the LWDB shall include:

- a. BUSINESS: Representatives of business in the local area, 107 (b) (2) (A) (i, ii, iii) PL 113-128.
- b. EDUCATION: Representatives of entities administering education and training activities in the local area, 107 (b) (2) (C) (i, ii) PL 113-128.

- c. LABOR/APPRENTICESHIPS: Not less than 20 percent of the members must be representatives of the workforce within the local area, 107 (b) (2) (B) (i, ii) PL 113-128
- d. GOVERNMENTAL/ECONOMIC/COMMUNITY DEVELOPMENT: Each LWDB shall include representatives of governmental and economic and community development entities serving the local area, title I of the Rehabilitation Act of 1973 (Vocational Rehabilitation), 107 (b) (2) (D) (i) PL 113-128.
- e. OTHER ENTITY REPRESENTATION: The membership of the LWDB may also include other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate that are in compliance with state and federal law and local policies.

Members of the LWDB may be appointed as representatives of more than one entity if the individual meets all the criteria for representation.

Provided that the Board is twenty-three (23) in number, representation shall be as follows:

| | |
|---|---|
| Total: 11 | WIOA Required Non-Business Members |
| 1 | Adult Education and Literacy under Title II: (School Superintendent rotates between Bay, Franklin and Gulf Counties for each fiscal year) |
| 1 | Institution of Higher Education / Community College |
| 2 | Labor or Employee Representation |
| Up to 3 | Community-Based Organizations: |
| 2 | Economic Development Agencies |
| 0* | Wagner-Peyser |
| 1 | Vocational Rehabilitation / Blind Services |
| Additional Non-Voting Members | |
| 1 | Representative from Military Installation (if available in region) |
| Total: 12 | WIOA Required Business Members (WIOA Required Non-Business +1) |
| 6 | Bay County |
| 3 | Gulf County |
| 3 | Franklin County |
| FL Required Private Education Provider (If available in region) | |
| 1 | Private For-Profit Training Provider |

*Wagner – Peyser will be represented by the One Stop Operator

- f. LWDB members who are statutorily designated members of the LWDB pursuant to PL 113-128 may, at the member's discretion, appoint a permanent designee to serve on the LWDB in the member's absence, subject to the LWDB's acceptance of the designee by regular vote. The member shall retain the right to attend and vote (except for non-voting members) at any and all

regular meetings, but the permanent designee, once accepted by the LWDB, may, in the member's absence, attend and vote (except for those non-voting members) at any and all meetings. Such attendance and vote shall be as if the member attended and voted himself/herself for all bylaws, attendance, and voting requirements, including, but not limited to, establishing a quorum. LWDB seats for private and some public sector seats are designated by county to ensure fair representation across the region.

Members of the LWDB or their approved permanent designees that represent organizations, agencies, or other entities shall be individuals with optimum policy making authority within the organizations, agencies, or entities. The importance of minority and gender representation shall be considered when making appointments to the LWDB.

In accordance with Section 107 (a) of PL 113-128, LWDB shall be certified by the Governor and re-certified every two years with the subsequent designation process. LWDB vacancies will occur on a routine basis. Any vacancy shall be filled in the same manner as the original appointment in accordance with Section 107 (b) (1) of PL 113-128.

2. Nominations: Nominations, Vetting and Appointments for membership shall be as follows:
 - a. Private Sector Business Appointments: Private sector appointments shall include representatives of business in the local area, who: are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority; represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and are appointed from among individuals nominated by local business organizations and business trade associations. Nominations are provided to the LEOs for vetting and appointment. A majority of the members of the LWDB shall be representatives of business in the local area as described in paragraph 107 (b) (2) (A) (i-iii) of PL 113-128.
 - b. Education Appointments: Education representatives shall be appointed in accordance with the Workforce Investment and Opportunity Act, PL 113-128, which states that each LWDB shall include representatives of entities administering education and training activities in the local area and shall include a representative of eligible providers administering adult education and literacy activities under title II; shall include a representative of institutions of higher education providing workforce investment activities (including community colleges) s.107 (b) (2) (C) (i, ii) PL 113-128. School Superintendents will serve on the LWDB until the expiration of their term with the respective School Board or until resignation. One School

Superintendent will serve as a LWDB member and the position will rotate between the three counties' superintendents on an annual basis, The President of Gulf Coast State College or his/her designee will be the member representing higher education.

- c. Labor Appointments: Representatives of labor organizations shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated and vetted by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees and also shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists. Labor representatives will serve on the LWDB until the expiration of their term or until they are no longer a part of the organization 107 (b) (2) (B) (i, ii) PL 113-128.
- d. Economic and Community Development Appointments: Shall include a representative of economic and community development entities. Economic Development/Community Development members will be nominated by the Economic Development Organization which represents the county. Economic Development/Community Development positions will serve on the LWDB until the expiration of their positions as Economic Development/Community Development representatives. 107 (b) (2) (D) (i) PL 113-128
- e. Mandatory Partners: Representatives shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49et seq.) serving the local area and shall also include an appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area. 107 (b) (2) (D) (ii, iii) PL 113-128. These nominations will come from the appropriate agency and will be vetted by that agency and appointed by the LEOs.
- f. Other Appointments: May include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; may also include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth; may include representatives of local educational agencies, and of community-based organizations with demonstrated

experience and expertise in addressing the education or training needs of individuals with barriers to employment; may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; may include representatives of philanthropic organizations serving the local area; and each LWDB may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate. 107 (b) (2) (B) (iii, iv) (C) (iii) (D) (iv, v) E PL 113-128. These nominations will come from appropriate agencies to the LEOs for vetting and appointment.

3. Terms of Office: In order to comply with regulations, the initial appointment of LWDB members shall be staggered terms of two (2) and four (4) years. The initial appointment shall be as follows with all succeeding appointments to be for a term of four (4) years. LWDB members who no longer hold the position or status that made them eligible appointees must resign or be removed by the LEOs. LWDB vacancies will be noticed to the appropriate LEOs within 10 days of the vacancy and must be filled within a reasonable amount of time, but no more than 12 months from the time the vacancy occurs. LWDB members may not serve more than eight consecutive years unless they represent a government entity. Everyone began new on July 1, 2021, according to the REACH Act of 2021. Members may not serve for more than eight years, unless the member is a representative of a government entity.

INITIAL TERMS OF LWDB MEMBERS

Bay County

| | |
|----------------------|--|
| Private Sector | 2 and 4 years |
| Education | School Superintendents rotate annually |
| Higher Education | College President until position changes |
| Labor | 2 and 4 years |
| Economic Development | Until position changes |
| CBO | 2 and 4 years |

Franklin County

| | |
|------------------|--|
| Private Sector | 2 and 4 years |
| Education | School Superintendents rotate annually |
| Higher Education | College President until position changes |
| Labor | 2 and 4 years |
| CBO | 2 and 4 years |

Gulf County

| | |
|----------------------|--|
| Private Sector | 2 and 4 years |
| Education | School Superintendents rotate annually |
| Higher Education | College President until position changes |
| Labor | 2 and 4 years |
| Economic Development | Until position changes |
| CBO | 2 and 4 years |

4. Expenses: By resolution of the LWDB, the members may be reimbursed or paid allowable expenses arising out of their service as members according to local and state policies or procedure but shall not be paid compensation for their services.
5. Statements of Financial Interest: LWDB members must comply with the requirements in Florida Statute 112 s. 3144 or 3145, (whichever is appropriate) Each LWDB member or designee must file a Form 1 Disclosure with the Commission on Ethics annually and information on how each disclosure or statement may be reviewed must be provided on the LWDB's website.

ARTICLE V

OFFICERS

1. The elected officers of the Corporation shall consist of a Chairperson, a Vice-Chairperson, and a Past-Chairperson. Each officer shall represent different counties when possible. If no member of a given county chooses to serve as an officer, the seat will be filled from one of the other county's LWDB members pursuant to the approved election procedures.
2. Chairperson: The Chairperson shall conduct and preside at all meetings of the LWDB. The Chairperson shall be the official spokesperson of the LWDB. The Chairperson shall appoint all committees. The Chairperson shall be the Chief Executive of the Corporation and shall be vested with full power to exercise whatever functions may be necessary or incident to the full exercise of any power bestowed upon him or her by the LWDB, not inconsistent with the provisions of the Articles of Incorporation, state and federal law. It shall be the duty and obligation of the Chairperson to furnish leadership in the accomplishment of the aims and purposes of the Corporation. Responsibilities of the Chairperson include but are not limited to the following:
 - a. Leading the LWDB to develop a guiding vision that aligns with the state's priorities;
 - b. Acting as the lead strategic convener to promote and broker effective relationships between Local Elected Officials (LEOs) and economic development, education, and workforce partners in the local area;
 - c. Leading an executive committee to guide the work of the LWDB, and ensure that committees or task forces have necessary leadership and membership to perform the work required; and
 - d. Leading the agenda setting process for the year and guide meetings to ensure both tactical and strategic work is completed in all meetings.
3. Vice-Chairperson: It shall be the duty of the Vice-Chairperson to render every assistance and cooperation to the Chairperson, and to provide the Chairperson with the fullest measure of counsel and advice. In the event of the absence of the Chairperson, or the Chairperson's inability to act, the Vice-Chairperson shall fulfill the

duties of the Chairperson on a temporary basis. The Vice-Chairperson shall familiarize himself/herself with all activities and affairs of the Corporation and shall have such other duties as may be assigned to him or her by the LWDB. In the event the Vice-Chairperson is absent or unable to act, or in the event of his or her death, disability, or resignation, the LWDB shall select acting Vice-Chairperson to hold office until a successor has been elected.

4. Past-Chairperson: The Past-Chairperson shall serve as an officer of the corporation and a member of the Executive Committee. The Past-Chairperson shall serve in an advisor capacity to the Chairperson and Vice-Chairperson and may represent the LWDB in the absence of the Chairperson and/or Vice-Chairperson at the request of those officers or the Executive Director. Should the Past Chairperson be unable to continue to serve on the Executive Committee, another member of the LWDB may be elected or appointed to the committee to serve.
5. Qualifications: Only members of the LWDB, in good standing, shall be eligible to hold any elective office of the Corporation.
6. Election: The LWDB shall elect annually all the Officers and Executive Committee members of the Corporation. Board officers shall be represented by one person from each of the three counties whenever possible: Bay, Franklin, and Gulf.
7. Nominations: Any member of the LWDB may be nominated as a candidate for any office of the Corporation with the following exception: only private sector representatives may be nominated as candidates for the office of Chairperson.
8. Term of Office: Elected officers shall assume their official duties following the close of the annual meeting and shall serve for a term of one (1) year or until the election of their successors. A person shall not be eligible to serve more than two consecutive terms in the office as Chairperson.
9. Vacancies: A vacancy occurring in the office of Chairperson or Vice-Chairperson of the Corporation shall be filled for the unexpired term by the LWDB in accordance with the provisions of these bylaws.

ARTICLE VI

LOCAL WORKFORCE DEVELOPMENT BOARD OF DIRECTORS

1. Duties and Responsibilities: The LWDB, as the governing body of the Corporation, shall be vested with exclusive power and authority to formulate, fix, determine, and adopt matters of policy concerning the activities, affairs, or organization of the Corporation, subject only to any limitations imposed by applicable law. The LWDB shall be charged with the duty and responsibility of enforcing and carrying into effect

the provisions of the Articles of Incorporation and the accomplishment of the aims and purposes of the Corporation. The LWDB shall direct the manner in which funds of the Corporation are disbursed, and for the purpose; therefore, shall adopt and approve a budget in conjunction with the Chief Local Elected Officials (CLEOs) annually. The LWDB shall perform duties and carry-out, with staff, the responsibilities including but not limited to those listed here:

- a) Developing and submitting local and, if applicable, regional plans;
- b) Conducting workforce research and regional labor market analysis;
- c) Convening local workforce development system stakeholders to assist in the development of the local plan and identify expertise and resources to leverage support for workforce development activities;
- d) Negotiating and reaching agreement on local performance measures in conjunction with the LEOs and the state;
- e) In partnership with the LEOs, establishing bylaws and codes of conduct for LWDB members, LWDB executive director and staff to the LWDB; and,
- f) Establishing strategic and operational policies to guide monitoring and reporting requirements for performance and quality assurance
- g) Recruit and hire a qualified individual to serve as the executive director who has the requisite knowledge, skills and abilities to ensure that functions of the LWDB are carried out ethically and successfully.

The LWDB shall have full power to exercise such functions as may be necessary, expedient, or incidental to the full exercise of any powers bestowed upon in the Articles of Incorporation or any amendment thereto or by the bylaws. The LWDB is limited in activity and authority by the provisions of PL 113-128, Sec. 107 (g).

The LWDB shall meet in accordance with the provisions set forth in Article VIII of these bylaws. It shall be the duty and responsibility of each LWDB member to attend the meetings, and any three consecutive unexcused absences, as determined by the LWDB, may be deemed as sufficient reason for replacement of the member incurring such absences, unless such member is appointed specifically by law. Non-mandated members must attend 50 percent of the scheduled meetings in a six-month period.

ARTICLE VII

COMMITTEES

Committees: The Corporation shall create from time to time such committees as it may deem advisable and necessary, and shall define the powers, duties, functions and scope of each committee. As soon as is practicable after each annual meeting of the Corporation, the Chairperson, with the advice and consent of the LWDB, shall appoint the members of all committees for the ensuing administrative year, and shall name and designate the Chairperson and if appropriate Vice-Chairperson of each

committee. The members of such committees shall serve for the term of the Chairperson appointing them, except the LWDB may provide for members of any standing committee to serve for staggered terms beyond the current administrative year. Vacancies occurring in the membership of such committees shall be filled by the Chairperson, with the advice and consent of the LWDB, for the remainder of the unexpired term. Each committee may select from its membership such officers, other than the Chairperson and Vice-Chairperson of said committee, as it deems advisable, and subcommittees may be designated from the committee membership. The Chairperson,, with the advice and consent of LWDB, may appoint additional members to a committee or remove members from a committee. The LWDB may dissolve a committee when it deems that a committee is no longer necessary. Each committee shall meet at such times and places as may be designated by the Committee Chairperson or Vice-Chairperson.

Each committee shall file with the Executive Director such interim reports/minutes as desired or as may be requested by the Chairperson of the LWDB. Upon the termination of its duties or terms, each committee shall deliver to the successor membership, if such there is, or to the Executive Director all files, reports, records and data, and information accumulation by the committee. No action, report, or recommendation of any committee shall be binding on the Corporation unless adopted and approved by the LWDB. No staff person may be a member of a committee, nor may they vote on committees.

Standing and Special Committees: The LWDB, as soon as is practicable, shall determine and designate which shall be considered a special committee, and shall define the specific powers and duties thereof.

1. Executive Committee: The Executive Committee shall be charged with the duty of advising and counseling the Chairperson and rendering assistance and cooperation to such an officer. The Executive Committee shall be made up of seven members as follows: the three Corporation Officers (Chairperson, Vice-Chairperson, and Past-Chairperson), and four other members (two from Bay County, one from Franklin County, and one from Gulf County, whenever possible). In addition, 51 percent of the seven members of the Executive Committee will be represented from the private and community-based sectors. The Executive Committee shall be solely responsible for hiring, managing and terminating, if necessary, the Executive Director, with the exception that the Executive Director may be removed for cause by a unanimous vote by each county's LEOs in the region. The Executive Committee shall have the power and authority to act upon any of the day-to-day matters, which may arise and require disposition between meetings or when a quorum does not exist at a LWDB meeting consistent with the policies established by the LWDB. The full board shall ratify all actions of the Executive Committee. All actions taken by the Executive Committee shall be

subject to approval, confirmation or ratification by the LWDB. The Executive Committee shall exercise other functions as may be delegated to it by the LWDB.

The Executive Committee shall be kept well informed by the Executive Director and Finance Director of all LWDB financial practices, management of funds, budget process, and financial audits. All financial records shall be kept by the Finance Director and shall be available for review by any Officer or Member of the LWDB. The Executive Committee shall serve in the capacity of the LWDB's finance committee by reviewing and making recommendations to the full board on any financial related issues.

No Committee or sub-committee shall incur any debt payable by the Corporation without prior approval of the LWDB.

ARTICLE VIII

MEETINGS

1. Annual Meeting: The Chairperson and Executive Director shall prepare a program for the annual meeting of the Corporation. Such a program shall be the order of business for the annual meeting. The Chairperson and Executive Director shall have the authority to extend invitations to non-members to attend the annual meeting, as honored guests or speakers in connection with the annual meeting, without prior approval of the LWDB.
2. Rules of Procedure: Only the LWDB members and permanent designees, which comprise the entire membership of the Corporation, shall be entitled to vote in any committee or general Corporation meeting.
3. Record Keeping: Minutes will be taken at every meeting of the LWDB. The minutes will include the attendance of board members, all topics of the agenda, names of board members making and providing seconds to motions, number of yeas and nays when votes are not unanimous and abstentions. Meeting minutes will be posted on the LWDB's website and provided as part of the agenda package at each meeting.
4. Regular Meetings: Regular meetings of the Corporation shall be announced electronically and be held each month unless otherwise directed by the LWDB. The meetings will be video/teleconferenced and there will also be an option for in an in-person meeting location when appropriate. A calendar of dates and times, and ways to access the regular meetings as well as an annual operational calendar shall be approved by the LWDB and will also be posted on the LWDB's website.

5. Special/Emergency Meetings: Special/Emergency meetings of the Corporation may be called at any time by the Chairperson, or by a majority of the LWDB or upon a petition signed by not less than one-third (1/3) of the membership of the LWDB. The need for Emergency/Special meetings will be determined by the appropriate party(ies) listed above based upon the situation at hand.
6. Public Access to Meetings: The annual meeting, and all regular and special meetings of the LWDB shall be open to the public and meeting notices shall be sent to regional media contacts and posted on the LWDB's website. Times for public comment will be provided at each meeting.
7. Quorum: One-third (1/3) of the members of the LWDB shall constitute a quorum for the transaction of any corporate business. Non-voting, ex-officio members shall not count toward a Quorum, nor may non-voting ex-officio members make motions.

ARTICLE IX

INDEMNIFICATION

The LWDB is specifically authorized, pursuant to Florida Statutes and by these bylaws, to indemnify all persons for any liability and expense incurred or arising out of activities undertaken on behalf of the Corporation.

Additionally, the Corporation is specifically authorized to provide bonding, as required as a condition to enter into any contract. Any officer, director, or employee of the Corporation, authorized to make distributions on behalf of the Corporation, shall be bonded for a sum as may be determined from time to time by the LWDB. All premiums payable to any insurance company for any contract of insurance of indemnity or bonding may be paid from the funds of the Corporation for the benefit of any officer, director, or employee of the Corporation. Officers, directors, or employees of the Corporation may be indemnified by the Corporation for liabilities to third parties incurred in the discharge of their duties as officers, directors and/or employees, including legal fees and out-of-court settlements, provided that the officers, directors, and/or employees acted in good faith in a reasonable belief that their actions were in the best interest of the Corporation. The Corporation shall provide further indemnification to the officers and members of the LWDB by purchasing for their benefit an insurance policy insuring said parties against any liability and the Corporation shall be responsible for the payment of any deductible provisions contained in said insurance policies.

ARTICLE X

AMENDMENTS TO BYLAWS

These bylaws, and any amendments hereafter adopted, may be amended, modified, altered or replaced by a two-thirds (2/3) vote of the members of the LWDB present and voting at any meeting of the LWDB. All members shall be notified with written copies of the changes at least two weeks in advance of any meeting that is scheduled for the amendment modification and repeal of the bylaws.

Chairperson

Vice-Chairperson

Past-Chairperson

Attachment 1: Initial Gulf Coast Workforce Board, Inc.

DIRECTORS

CATEGORY: PRIVATE SECTOR

19 REPRESENTATIVES

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|---|--|-------------------------------|
| Kristin Anderson Franklin County | P.O. Box 386 Apalachicola, FL 32329-0386 (904) 653-9335 | 1 year (07/01/96 - 06/30/97) |
| Jimmy Barr Bay County | Peoples First 2305 Highway 77 Panama City, FL 32405 (904) 769-5261 | 1 year (07/01/96 - 06/30/97) |
| David Butler Franklin County | Gulf State Bank P.O. Drawer GG Carrabelle, FL 32322 (904) 697-3395 | 2 years (07/01/96 - 06/30/98) |
| Charles Watson Clark Franklin County | 127 Avenue J Apalachicola, FL 32320 (904) 653-8183 | 3 years (07/01/96 - 06/30/99) |
| Richard Dodd Bay County | Gulf Asphalt Corporation P.O. Box 2462 Panama City, FL 32402 (904) 785-4675 | 2 years (07/01/96 - 06/30/98) |
| Ted Haney (Replacement) Bay County Anne Hull-Dick (Resigned) | Haney & Associates 522 Mercer Avenue Panama City, FL 32401 (904) 763-1783 | 3 years (07/01/96 - 06/30/99) |
| Sylvester Herron Bay County | Print Express 1328 Harrison Avenue Panama City, FL 32401 (904) 872-0005 | 1 year (07/01/96 - 06/30/97) |
| Chuck Marks (Resigned) Frank Latham (Replacement) Franklin County | 1081 East Gorrie Drive St. George Island, FL 32328 (904) 927-2981 | 1 year (07/01/96 - 06/30/97) |
| Sue Marley (Resigned) Rex Buzzette (Replacement) Gulf County | P.O. Box 879 Port St. Joe, FL 32456 (904) 229-8771 | 1 year (07/01/96 - 06/30/97) |
| Ted Mosteller | 151 24 th Avenue | 2 years (07/01/96 - 06/30/98) |

| | | |
|------------------------------------|---|-------------------------------|
| Franklin County | Apalachicola, FL 32320 (904) 653-8166 | |
| Dr. Tim Nelson Gulf County | P.O. Box 274 Port St. Joe, FL 32456 (904) 229-8400 | 2 years (07/01/96 - 06/30/98) |
| Tom Neubauer Bay County | Tom Neubauer Real Estate 740 S. Tyndall Parkway Panama City, FL 32404 (904) 785-1551 | 2 years (07/01/96 - 06/30/98) |
| Ralph Rish Gulf County | 326 Reid Avenue Port St. Joe, FL 32456 (904) 227-7200 | 3 years (07/01/96 - 06/30/99) |
| Roy Smith Gulf County | Hannon Insurance Co. 211 Reid Avenue Port St. Joe, FL 32456 (904) 227-1133 | 1 years (07/01/96 - 06/30/97) |
| John Tinney Bay County | Spurlin Industries 700 Jackson Way Panama City, FL 32405 (904) 785-1535 | 3 years (07/01/96 - 06/30/99) |
| Jan Traylor Gulf County | P.O. Box 551 Wewahitchka, FL 32465 (904) 639-2222 | 2 years (07/01/96 - 06/30/98) |
| Darrell Barron Bay County | Vocational Rehabilitation 2939 Highway 77 Panama City, FL 32405 (904) 872-4380 | 1 year (07/01/96 - 06/30/97) |
| Greg Boggs Bay County | Central Council Labor Rep. P.O. Box 3576 Panama City, FL 32401 (904) 785-7663 | 1 year (07/01/96 - 06/30/97) |
| Tom Clendenning Jobs & Benefits | Region 1 Office 1264 Timberlane Road Tallahassee, FL 32312 (904) 487-1795 | 1 year (07/01/96 - 06/30/97) |
| Stephanie Gall Bay County | Bay County Schools 1311 Balboa Avenue Panama City, FL 32401 (904) 872-4100 | 1 year (07/01/96 - 06/30/97) |
| Robert McSpadden Bay County | Gulf Coast Community College 5230 W. Highway 98 Panama City, FL 32401 | 1 year (07/01/96 - 06/30/97) |

(904) 872-3800

| | | |
|--------------------------------|---|------------------------------|
| C.T. Ponder Franklin County | Franklin County Schools 155 Avenue E Apalachicola, FL 32320 (904) 653-8831 | 1 year (07/01/96 - 06/30/97) |
| Walter Wilder Gulf County | Gulf County Schools 502 Niles Road Port St. Joe, FL 32456 (904) 229-8256 | 1 year (07/01/96 - 06/30/97) |
| Katie Zimpfer Bay County | HRS 500 W. 11 th Street Panama City, FL 32401 (904) 872-7648 | 1 year (07/01/96 - 06/30/97) |

SUB-CATEGORY: PUBLIC SECTOR **EX-OFFICIO NON-VOTING**

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|--|--|------------------------------|
| Rick Hurst Bay County | Bay County Commission P.O. Box 1818 Panama City, FL 32402 (904) 784-4026 | 1 year (07/01/96 - 06/30/97) |
| Billy Traylor Gulf County | Gulf County Commission Gulf County Courthouse Port St. Joe, FL 32456 (904) 229-6106 or 639-2764 | 1 year (07/01/96 - 06/30/97) |
| Jimmy Mosconis (Resigned) Buford "Dink" Braxton (Replacement) Franklin County | Franklin County Commission 33 Market Street, Suite 203 Apalachicola, FL 32320 (904) 653-8861 | 1 year (07/01/96 - 06/30/97) |

SUB-CATEGORY: PUBLIC SECTOR **ECONOMIC DEVELOPMENT**

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|---|---|------------------------------|
| Tamara Laine Gulf County | Gulf County Chamber of Commerce P.O. Box 964 Port St. Joe, FL 32456 (904) 227-1223 | 1 year (07/01/96 - 06/30/97) |
| Mike Murphy (Resigned) Cliff Butler (Replacement) Franklin County | P.O. Box 488 Apalachicola, FL 32329 (904) 653-2126 Ext. 31 | 1 year (07/01/96 - 06/30/97) |
| Larry Sassano Bay County | Bay County Chamber of Commerce 235 W. 5 th Street Panama City, FL 32401 | 1 year (07/01/96 - 06/30/97) |

(904) 785-8732

CATEGORY: COMMUNITY-BASED ORGANIZATION

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|--|---|-------------------------------|
| John Bruce Bay County | 927 Center Avenue Panama City, FL 32401 (904) 763-2936 | 1 year (07/01/96 - 06/30/97) |
| Jane Cox (Resigned) Brent Taylor (Replacement) Franklin County | 231 Avenue E Apalachicola, FL 32320 | 1 year (07/01/96 - 06/30/97) |
| Ruth Phillips Gulf County | 326 Peters Street Port St. Joe, FL 32456 (904) 229-8644 | 3 years (07/01/96 - 06/30/99) |
| Bob Swenk Bay County | P.O. Box 27191 Panama City Beach, FL 32411 (904) 234-6678 | 2 years (07/01/96 - 06/30/98) |

**MINUTES OF ORGANIZATIONAL MEETING OF DIRECTORS OF GULF COAST
WORKFORCE DEVELOPMENT BOARD, INC.**

The Board of Directors of Gulf Coast Workforce Development Board, Inc., a Florida not for profit Corporation (the "Corporation"), acting pursuant to Section 617.0205, Florida Statutes, duly assembled on the day below written and by the signature and with the approval and consent of the undersigned, who constitute all the initial Directors of the Corporation, hereby takes the following organizational actions:

RESOLVED, that notice of this meeting was properly given to each initial Director or is hereby waived;

RESOLVED FURTHER, that the form, terms, and provisions of the Articles of Incorporation of the Corporation, approved and filed in the Office of the Secretary of State of Florida on the 24th day of June, 1996, are hereby in all respects approved, and the Secretary/Treasurer is hereby instructed to file in the Corporation's Minute book the Corporations Certificate of Incorporation, certified by the Secretary of the State of Florida, together with a copy of such Articles of Incorporation;

RESOLVED FURTHER, that the bylaws presented to the Board, prepared by the incorporator of the Corporation, and filed in the Corporation's Minute book are hereby adopted by the Board of Directors as the Bylaws of this Corporation;

RESOLVED FURTHER, that the following persons are elected to serve as officers of the Corporation, until their successors are elected and qualified:

Chairperson: Ralph Rish

Vice-Chairperson: Bob Swenk

Secretary-Treasurer: Kristin Anderson

RESOLVED FURTHER, that the seal, an impression of which is hereto affixed, be adopted as the seal of the Corporation;

RESOLVED FURTHER, that the appropriate officers of the Corporation are hereby authorized to pay all fees and expenses incident to and necessary for the organization of this Corporation;

RESOLVED FURTHER, that the Chairperson is authorized and directed to open an account(s) in the name of the Corporation with the First National Bank, and the proper officers of the Corporation are authorized and directed to execute such signature cards, and other documents, in connection with such account(s) as may be necessary or advisable;

RESOLVED FURTHER, that the term of office for the Directors of the Corporation is not permanent, but shall be in staggered terms of 1, 2, or 3 years as outlined below. Each Director shall serve until the latter of either the expiration of their term, or the election of their successor. A Director may resign by delivery of written notice of resignation to the Chairperson.

The initial Board of Directors shall be:

DIRECTORS

CATEGORY: PRIVATE SECTOR

16 REPRESENTATIVES

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|--|--|--------------------------|
| Kristin Anderson Franklin County | P.O. Box 386 Apalachicola, FL 32329-0386 (904) 653-9335 | 1 year (7/1/96-6/30/97) |
| Jimmy Barr Bay County | Peoples First 2305 Highway 77 Panama City, FL 32405 (904) 769-5261 | 1 year (7/1/96-6/30/97) |
| David Butler Franklin County | Gulf State Bank P.O. Drawer GG Carrabelle, FL 32322 (904) 697-3395 | 2 years (7/1/96-6/30/98) |
| Charles Watson Clark Franklin County | 127 Avenue J Apalachicola, FL 32320 (904) 653-8183 | 1 year (7/1/96-6/30/97) |
| Richard Dodd Bay County | Gulf Asphalt Corporation P.O. Box 2462 Panama City, FL 32402 (904) 785-4675 | 2 years (7/1/96-6/30/98) |
| Anne Hull-Dick-(Resigned) Ted Haney-(Replacement) | | (904) 763-1783 |

| | | |
|---|---|--------------------------|
| Sylvester Herron Bay County | Print Express 1328 Harrison Avenue Panama City, FL 32401 (904) 872-0005 | 1 year (7/1/96-6/30/97) |
| Chuck Marks-(Resigned) Frank Latham-(Replacement) Franklin County | 1081 East Gorrie Drive St. George Island, FL 32328 (904) 229-8771 | 1 year (7/1/96-6/30/97) |
| Sue Marley-(Resigned) Rex Buzzett-(Replacement) Franklin County | P.O. Box 879 Port St. Joe, FL 32456 (904) 229-8771 | 1 year (7/1/96-6/30/97) |
| Ted Mosteller Franklin County | 151 24th Street Apalachicola, FL 32320 (904) 653-8166 | 2 years (7/1/96-6/30/98) |
| Dr. Tim Nelson Gulf County | P.O. Box 274 Port St. Joe, FL 32457 (904) 229-8400 | 2 years (7/1/96-6/30/98) |
| Tom Neubauer Bay County | Tom Neubauer Real Estate 740 S. Tyndall Parkway Panama City, FL 32404 (904) 785-1551 | 2 years (7/1/96-6/30/98) |
| Ralph Rish Gulf County | 326 Reid Avenue Port St. Joe, FL 32456 (904) 227-1133 | 3 years (7/1/96-6/30/99) |
| Roy Smith Gulf County | Hannon Insurance Company 211 Reid Avenue Port St. Joe, FL 32456 (904) 227-1133 | 1 year (7/1/96-6/30/97) |
| John Tinney Bay County | Spurlin Industries 700 Jackson Way Panama City, FL 32405 (904) 785-1535 | 3 years (7/1/96-6/30/99) |
| Jan Traylor Gulf County | P.O. Box 551 Wewahitchka, FL 324645 (904) 639-2222 | 2 years (7/1/96-6/30/98) |
| Darrell Barron Bay County | Vocational Rehabilitation 2939 Highway 77 Panama City, FL 32405 (904) 872-4380 | 1 year (7/1/96-6/30/98) |

| | | |
|-------------------------------------|---|-------------------------|
| Greg Boggs Bay County | Central Council Labor Rep. P.O. Box 3576 Panama City, FL 32401 (904) 785-7663 | 1 year (7/1/96-6/30/97) |
| Tom Clendenning Labor & Benefits | Region 1 Office 1264 Timberlane Road Tallahassee, FL 32312 (904) 487-1795 | 1 year (7/1/96-6/30/97) |
| Stephanie Gall Bay County | Bay County Schools 1311 Balboa Avenue Panama City, FL 32401 (904) 872-4100 | 1 year (7/1/96-6/30/97) |
| Robert McSpadden Bay County | Gulf Coast Community College 5230 W. Highway 98 Panama City, FL 32401 (904) 872-3800 | 1 year (7/1/96-6/30/97) |
| C.T. Ponder Franklin County | Franklin County Schools 155 Avenue E Apalachicola, FL 32320 | 1 year (7/1/96-6/30/97) |
| Walter Wilder Gulf County | Gulf County Schools 502 Nile Road Port St. Joe, FL 32456 (904) 229-8256 | 1 year (7/1/96-6/30/97) |
| Katie Zimpfer Bay County | HRS 500 W. 11th Street Panama City, FL 32401 (904) 872-7648 | 1 year (7/1/96-6/30/97) |

SUB-CATEGORY: PUBLIC SECTOR

EX-OFFICIO NON-VOTING

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|------------------------------|---|-------------------------|
| Rick Hurst Bay County | Bay County Commission P.O. Box 1818 Panama City, FL 32402 (904) 784-4026 | 1 year (7/1/96-6/30/97) |
| Billy Traylor Gulf County | Gulf County Commission Gulf County Courthouse Port St. Joe, FL 32456 (904) 229-6106/639-2794 | 1 year (7/1/96-6/30/97) |

| | | |
|-------------------------|-----------------------------|-------------------------|
| Jimmy Mosconis-Resigned | Franklin County Commission | 1 year (7/1/96-6/30/97) |
| Buford "Dink" Braxton | 33 Market Street, Suite 203 | |
| Franklin County | Apalachicola, FL 32320 | |
| | (904) 653-8861 | |

| <u>NAME</u> | <u>ADDRESS/TELEPHONE</u> | <u>TERM</u> |
|---|--|--------------------------|
| John Bruce Bay County | 927 Center Avenue Panama City, FL 32401 (904) 763-2936 | 1 year (7/1/96-6/30/97) |
| Jane Cox-(Resigned) Brent Taylor-(Replacement) | P.O. Box 722 231 Avenue E Apalachicola, FL 32320 (904) 653-2800 | 1 year (7/1/96-6/30/97) |
| Ruth Phillips Gulf County | 26 Peters Street Port St. Joe, FL 32456 (904) 229-8644 | 3 years (7/1/96-6/30/97) |
| Bob Swenk Bay County | P.O. Box 27191 Panama City Beach, FL 32411 (904) 234-6678 | 2 years (7/1/96-6/30/97) |

RESOLVED FURTHER, that the term of office for each of the above-named Directors shall begin on July 23, 1996, and continue for the length of their respective terms as shown above. Should a Director resign from their position before their term has expired, the replacement Director shall serve for the remainder of said term. Nominations for replacement Directors at the end of the term for that appropriate segment of the Board (i.e., Public, Private) are made to the County Commission of the appropriate County who then make the appointment.

The Board of Directors of the Corporation took THE ABOVE actions on the 23rd day of July 1996.

INTERLOCAL AGREEMENT

BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA
AND
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC dba. CAREERSOURCE GULF
COAST
AND
GULF COAST STATE COLLEGE

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, between the BOARD OF COUNTY COMMISSIONERS FLORIDA (Local Elected Officials-LEOs) OF FRANKLIN COUNTY, GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. (LWDB) dba CAREERSOURCE GULF COAST, and GULF COAST STATE COLLEGE ("GCSC"), (Grant Recipient) for GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. dba CAREERSOURCE GULF COAST).

WITNESSETH

WHEREAS, the United States Congress has enacted the Workforce Innovation and Opportunity Act, PL 113-128, July 1, 2015, (WIOA) and charged the State of Florida with the establishment of local Service Delivery Areas; and

WHEREAS, the Chief Local Elected Officials (CLEOs) of Bay, Gulf and Franklin Counties and the Local Workforce Development Board (LWDB) requested and have been designated as the Local Workforce Development Area (LWDA) to set policy for the portion of the statewide workforce investment system within the local area; and

WHEREAS, each county is comprised of the Local Elected Officials and the Chairs of the Boards of County Commissioners serve as the Chief Local Elected Officials in the three jurisdictions of the LWDA; and

WHEREAS, a representative of each county's Board of County Commissioners are encouraged to attend, participate, and provide input on issues outlined in PL 113-128, Florida Workforce laws, and as required on CareerSource Florida policies and the Florida Department of Economic Opportunity agreements with the LWDB and the CLEOs; and

WHEREAS, the Chair of the LWDB is signatory to required agreements with the LWDB and has been authorized to represent the LWDB; and

WHEREAS, the parties desire to enter into an agreement to engage employers and local and regional partners, such as economic development, education, and other community organizations to prepare an educated and skilled workforce under the WIOA regulations to residents in the LWDA

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Grant Recipient and Administrative Entity: Pursuant to PL 113-128, Sec. 107 (d) (12) (B) (i) (II), the Chief Local Elected Officials designate Gulf Coast State College (GCSC) as the local Grant Recipient and CareerSource Gulf Coast (CSGC) to serve as the Fiscal Agent for all WIOA funds, as well as those funds allocated to the LWDA for other workforce related programs by both the Federal and State governments. CSGC and GCSC shall negotiate an indirect cost rate to be paid to Gulf Coast State College in their role as grant recipient, and the agreement will be provided to the CLEO. In designating the local grant recipient and fiscal agent, the Chief Elected Officials are not relieved of the liability for any misuse of grant funds PL, 113-128, Sec. 107 (d) (12) (B) (I). CSGC shall disburse such grant funds immediately for workforce investment activities at the direction of the LWDB pursuant to the requirements of the WIOA and for other related programs in the appropriate manner authorized by State and Federal laws. The LWDB may solicit and accept grants and donations from sources other than Federal funds made available under the WIOA, and other related legislation.
2. Development of the Local Workforce Services Plan: Pursuant to PL 113-128, Sec. 106 (c) (2), the LWDB will prepare the local WIOA Plan consistent with PL Sec. 108 (a) and (b). Prior to submittal of the Plan to the State Workforce Board, the LWDB shall make available copies of the proposed Plan to the public through such means as public advertising through the LWDB website and local news media. The LWDB will encourage its members and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the LWDB, but not later than the end of the 30-day period beginning on the date which the proposed Plan is made available. The CLEOs will review and approve the Plan as will the LWDB. The LWDB will include in the local Plan any such comments that represent disagreement with the Plan when it is ultimately submitted to the Governor. Following development of the Local Workforce Services Plan, the State Workforce Board will submit it to the Governor.
3. Negotiation of Local Performance Standards: Pursuant to PL 113-128, Sec. 116 (c) (2), the LWDB or its staff will, in cooperation with the CLEOs, negotiate local performance measures with the designated state agency on behalf of the Governor.
4. Policy Guidance/Oversight: The LWDB shall set broad general policy for WIOA programs in partnership with the CLEOs, and pursuant to PL 113-128, Sec. 107 (d) (8), shall conduct oversight with respect to youth activities, local employment and WIOA training activities and the One-Stop delivery system in the local area.
5. One-Stop Operator: Pursuant to PL 113-128, Sec. 121(d) (1) The LWDB, with the agreement of the CLEOs, is authorized to designate or certify one-stop operators and to

terminate for cause the eligibility of such operators. The one-stop operator shall be designated or certified as a one-stop operator through a competitive process; and shall be an entity (public, private or nonprofit), or consortium of entities which may include an institution of higher education; an employment service State agency established under the Wagner-Peyser Act on behalf of the local office of the agency; a community-based organization, nonprofit organization, or intermediary; a private for-profit entity; a government agency; and another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

6. Employer Linkages: The LWDB shall coordinate the workforce investment activities authorized under by law and carried out in the local area with economic development strategies and will lead efforts to engage a diverse range of employers and other entities in the region.
7. Connecting, Brokering and Coaching: The LWDB shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering and coaching activities to assist employers in meeting hiring needs.
8. Budget: The LWDB shall develop a budget for the purpose of carrying out its duties under WIOA, subject to the approval of the CLEOs. In partnership with the CLEOs the LWDB will ensure the appropriate use, management, and investment of funds to maximize performance outcomes.
9. Memoranda of Understanding: The LWDB, with the agreement of the CLEOs shall develop and enter into memoranda of understanding (including Infrastructure Funding Agreements) between the LWDB and the one-stop partners as required by federal law and state policy.
10. Composition of LWDB: The LWDB will be comprised of members pursuant to PL 113-128, Sec. 107 (b) (2) and state law. CLEOs are responsible for making appointments to the LWDB. The CLEOs have been presented and approved of bylaws related to governing appointments and memberships on the LWDB pursuant to PL 113-128, Sec. 679.36 (g) and Florida Law.
11. Government in the Sunshine: The activities of the LWDB shall be governed by Chapters 119 and 286, Florida Statutes, in accord with PL 113-128, Sec. 107 (e).
12. Limitations on the Board: The Board is limited in activity and authority by the provisions of PL 113-128, Sec. 107 (g) (1).
13. Standing Committees: PL 113-128, Sec.107 (b) (4) (A), IN GENERAL. - The LWDB may designate and direct the activities of standing committees to provide information and to assist the LWDB in carrying out activities under this section. Such standing committees shall be chaired by a member of the local LWDB, may include other members of the

LWDB, and shall include other individuals appointed by the LWDB who are not members of the LWDB and who have been determined by the LWDB to have the appropriate experience and expertise.

14. Identification and Selection of Eligible Providers of Youth Activities: The LWDB shall identify eligible providers of youth programs pursuant to PL 113-128, Sec.107 (d) (10) (B) and Sec. 123, by awarding grants or contracts on a competitive basis, based upon the criteria of the State Plan. Contracts may be renewed for up to three years.
15. Identification of Eligible Providers of Training Services: Consistent with PL 113-128, Sec. 122 (b) (3), the LWDB shall identify eligible providers of training services within the LWDA.
16. Identification of Eligible Providers of Career Services: If the one-stop operator does not provide career services described in PL 113-128, Sec. 134(c) (2) in a local area, the LWDB in conjunction with the CLEOs shall identify eligible providers of those career services in the local area by awarding contracts.
17. Conflicts of Interest: Actions by LWDB members are restricted pursuant to PL113-128, Sec. 107 (h), and other applicable laws and state agency policies concerning voting and engaging in certain activities.
18. Non-Discrimination: During the performance of this Agreement, the CLEOs and the LWDB assure, both individually and jointly, that they will not engage in any form or manner of discrimination on the basis of race, color, sex, national origin, handicap, marital status, religion or age in the performance of their individual and/or joint functions under this Agreement. The CLEOs and the LWDB individually and jointly assure compliance with Title VI of the Civil Rights Act of 1964; Title VII of the 1964 Civil Rights Act, as amended; the Florida Human Rights Act of 1977; and all other applicable Federal and State laws, Executive Orders and regulations prohibiting discrimination as hereinabove referenced. These assurances shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans, as applicable.

Furthermore, the CLEOs and the LWDB individually and jointly understand that this Agreement is conditioned upon the variety of these assurances, and that the CLEOs and the LWDB members bind themselves to such assurances by execution of this Agreement.

19. Liability: Under WIOA, CLEOs are liable for misspent funds, disallowed costs, funds spent fraudulently and potential sanctions for nonperformance. Therefore, Bay, Gulf and Franklin County Commissions (LEOs) will determine jointly how such expenses will be paid among the counties affected by any of the above listed reasons for repayment of WIOA funds by the CLEOs. First, an assessment will be made as to the reason for repayment to determine if insurance may be used to cover the loss. Secondly, any unrestricted funds may be used to repay funds owed, and finally an assessment of which counties utilized the funds in question, and to what extent will be conducted. The assessment will provide information needed to determine how much and which counties will bear costs in terms of their share of the repayment.

20. Dispute Resolution: CLEOs from the three counties that make up the LWDA will work together to resolve any dispute that may arise related to the activities and requirements detailed in this agreement. If necessary, the counties will utilize the procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, F.S.
21. Monitoring and Accountability: The LWDB is responsible for complying with the annual fiscal/governance and programmatic monitoring by the state agency annually. Additionally, the LWDB is responsible for conducting monitoring of the same program elements annually by other means and for procuring an independent audit. The results of all compliance and accountability measures must be reported by staff to the ~~board~~ LWDB with a performance review given by the state agency annually to the LWDB. These reports are sent as part of the agenda packet to each LWDB member and the CLEOs or their designee as they are reported.
22. Severability: If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
23. LWDB Attestation: The LWDB represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the CLEOs or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first written above. This Agreement shall be in effect when signed and shall continue in effect unless terminated or replaced.

CHAIRMAN
GULF COAST WORKFORCE DEVELOPMENT
BOARD, INC dba CAREERSOURCE GULF
COAST

DATE

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY

DATE

ATTEST: KIMBERLY L. BODINE
EXECUTIVE DIRECTOR

DATE

ATTEST: MICHELE MAXWELL
FRANKLIN COUNTY CLERK OF COURT

DATE

PRESIDENT
GULF COAST STATE COLLEGE

DATE

INTERLOCAL AGREEMENT

BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA
AND
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC dba. CAREERSOURCE GULF
COAST
AND
GULF COAST STATE COLLEGE

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repayment to determine if insurance may be used to cover the loss. Secondly, any unrestricted funds may be used to repay funds owed, and finally an assessment of which counties utilized the funds in question, and to what extent will be conducted. The assessment will provide information needed to determine how much and which counties will bear costs in terms of their share of the repayment.

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22. Severability: If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. LWDB Attestation: The LWDB represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the CLEOs or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first written above. This Agreement shall be in effect when signed and shall continue in effect unless terminated or replaced.

CHAIRMAN
GULF COAST WORKFORCE DEVELOPMENT
BOARD, INC dba CAREERSOURCE GULF
COAST

DATE

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

DATE

ATTEST: KIMBERLY L. BODINE
EXECUTIVE DIRECTOR

DATE

ATTEST: BECKY NORRIS
GULF COUNTY CLERK OF COURT

DATE

PRESIDENT
GULF COAST STATE COLLEGE

DATE

NOTICE TO RECEIVE SEALED BIDS

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

CR 30A IMPROVEMENTS FROM THIRTEEN MILE ROAD TO US 98 FPID #440621-1-54-01

Project is located in Franklin County, Florida and consists of approximately 5.291 miles of roadway construction on CR 30A in Franklin County, Florida.

Plans and specifications can be obtained by contacting Mark C. Curenton, County Planner, at markc@franklincountyflorida.com or 850-653-9783 x-160. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

All bidders shall be FDOT qualified per Section 2-1 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition in the following work classes: Grading, Drainage, Flexible Paving, Hot Plant Mix-Bituminous Course, and Pavement Marking.

Completion date for this project will be 240 days from the date of the Notice to Proceed presented to the successful bidder. Liquidated damages for failure to complete the project on the specified date will be set at \$750.00 per day.

Please indicate on the envelope that this is a sealed bid, for **“CR 30A IMPROVEMENTS FROM THIRTEEN MILE ROAD TO US 98”**

Bids will be received until 4:30 p.m. (EDT), on Monday, December 6, 2021, at the Franklin County Clerk’s Office. Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320, and will be opened and read aloud on Tuesday, December 7, 2021, at the County Commission meeting beginning at 9:00 a.m. (EDT) at 34 Forbes Street, Apalachicola, Florida.

The Board of County Commissioners reserves the right to waive informalities in any bid, to accept and/or reject any and all bids. If the contract is to be awarded, it will be awarded to the lowest responsive bidder. All bids shall remain firm for a period of sixty days after the opening.

All bidders shall comply with all applicable State and local laws concerning licensing, registration and regulation of contractors doing business in the State of Florida.

All technical questions must be addressed in writing and emailed to Mark C. Curenton at markc@franklincountyflorida.com no later than November 19, 2021, at 4:30 p.m. (EDT).

NOTICE TO RECEIVE SEALED BIDS

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

ST. GEORGE ISLAND FISHING PIER ROAD REPAIRS

Project is located at the St. George Island Fishing Pier Road in Franklin County, Florida and consists of replacing rip-rap, repairing guardrail and ribbon curb, and patching the asphalt roadway due to the storm damage.

Plans and specifications can be obtained by contacting Sharon Harrell at sharrell@dewberry.com or at 850.227.7200. Cost for Plans and Specifications will be \$50.00 per set and is non-refundable. Checks should be made payable to DEWBERRY and mailed to Dewberry, 324 Marina Drive, Port St. Joe, FL 32456. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

Completion date for this project will be 60 days from the date of the Notice to Proceed presented to the successful bidder. Liquidated damages for failure to complete the project on the specified date will be set at \$250.00 per day.

Please indicate on the envelope that this is a sealed bid, for “**St. George Island Fishing Pier Road Repairs**”.

Bids will be received until 4:00 p.m. eastern time, on December 6th, 2021, at the Franklin County Clerk's Office, Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320-2317, and will be opened and read aloud on December 7th, 2021 at the County Commission meeting at 34 Forbes Street, Apalachicola, FL.

The Board of County Commissioners reserves the right to waive informalities in any bid, to accept and/or reject any or all bids, and to accept the bid that in their judgment will be in the best interest of Franklin County. All bids shall remain firm for a period of sixty days after the opening.

All bidders shall comply with all applicable State and local laws concerning licensing registration and regulation of contractors doing business to the State of Florida. Franklin County encourages Minority Business Enterprises to respond to this Bid Invitation.

A **mandatory** pre-bid meeting will be held at the project site on November 30th, 2021.

If you have any questions, please call Erin Griffith at (850) 653-9387 Ext.158. All technical questions must be addressed in writing and emailed to Erin Griffith at erin@franklincountyflorida.com no later than November 29th, 2021.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between AECOM Technical Services, Inc., 1625 Summit Lake Drive, Suite 300, Tallahassee, Florida 32317, hereinafter called the "CONSULTANT," and Franklin County, a political subdivision of the State of Florida, 33 Market Street, Suite 203, Apalachicola, Florida 32320, hereinafter called the "COUNTY."

WHEREAS, the COUNTY desires to engage a consulting firm to provide and furnish the COUNTY with PROFESSIONAL SERVICES as further described hereinafter concerning the PROJECT to be referred to and identified as: the construction of a multi-use path CR 370/Alligator Drive from the George Vause Road to Gulf Shore Boulevard; and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses a valid, current license to do business in the State of Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the PROFESSIONAL SERVICES to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the PROFESSIONAL SERVICES required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes).

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that by mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of the foregoing Whereas clauses, which are adopted by the parties, and the following:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the PROFESSIONAL SERVICES required and necessary to complete the services and work as set forth in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES shall refer to such PROFESSIONAL SERVICES as the COUNTY may request and authorize, in writing, the CONSULTANT to provide and perform relative to this Agreement, which are not included in the BASIC SERVICES. ADDITIONAL SERVICES shall be authorized by the execution by both parties to this Agreement of a CHANGE ORDER Agreement.

2.02 BASIC SERVICES

The term BASIC SERVICES shall refer to the PROFESSIONAL SERVICES set forth and required pursuant to this Agreement and as described in further detail in the attached EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", which EXHIBIT "A" is attached hereto and made a part of this Agreement.

2.03 CHANGE ORDER

The term CHANGE ORDER shall refer to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, or Time and Schedule of Performance as such were set forth and agreed to in the initial AGREEMENT, SUPPLEMENTAL TASK AUTHORIZATION(S), or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all CHANGE ORDERS executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the CHANGE ORDER including, but not limited to any and all direct costs, indirect costs and associated costs which may result from or be caused by the Change Order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT'S general administrative and overhead costs and profit.

In the event the COUNTY decides to delete all, or portions, of the Scope of Professional Services, Task(s), or Requirements set forth in the initial Agreement, SUPPLEMENTAL TASK AUTHORIZATIONS or previously authorized CHANGE ORDERS, the COUNTY may do so by the unilateral issuance of a written CHANGE ORDER to the CONSULTANT. Such a unilaterally issued CHANGE ORDER shall set forth, if appropriate, (1) an agreement by both the COUNTY and the CONSULTANT establishing changes in the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required, or (2) in the absence of such an agreement concerning compensation, the unilaterally issued CHANGE ORDER shall set forth the basis to be used in subsequently considering and reaching agreement on change(s) in the compensation to be paid the CONSULTANT. The failure on the part of the CONSULTANT

to execute a CHANGE ORDER issued unilaterally by the COUNTY to effect a deletion or decrease in the services required shall have no effect on or otherwise prevent the COUNTY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

2.04 CONSULTANT

The term CONSULTANT shall refer to the individual or firm offering professional services, including services and/or work of SUB-CONSULTANTS and SUBCONTRACTORS, required under the covenants, terms and provisions contained in this Agreement and any and all CHANGE ORDERS thereto.

2.05 COUNTY

The term COUNTY shall refer to Franklin County, a political subdivision of the State of Florida, and any official and/or employee thereof who shall be duly authorized to act on the COUNTY'S behalf relative to this Agreement.

2.06 LUMP SUM FEE(S)

LUMP SUM FEE(S), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the CONSULTANT as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, Exhibit "A", or as may be set forth in subsequent SUPPLEMENTAL TASK AUTHORIZATIONS and/or CHANGE ORDERS agreed to in writing by both parties to this Agreement.

2.07 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the CONSULTANT'S compensation to provide and perform the services and work necessary and required pursuant to the Tasks set forth in Agreement Exhibit "A", and any CHANGE ORDERS and SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto, is established to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed Task shall be made on the following basis:

For the actual hours necessary, required, and expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "B", attached hereto and made a part of this Agreement and any CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto; and

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Exhibit

“B”, attached hereto and made a part of this Agreement and any CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto; and

With the understanding and agreement that the COUNTY shall pay the CONSULTANT for all such costs and expenses within the established NOT-TO-EXCEED amount subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the COUNTY covering all such costs and expenses; and

Absent circumstances beyond the control of CONSULTANT, CONSULTANT shall not be paid more than the total NOT-TO-EXCEED amount and should this amount be reached prior to completion of the Project, CONSULTANT shall complete all required services without further compensation and shall be entitled to payment of retainage only upon final completion of the Project; and

With the understanding and agreement that the CONSULTANT’S invoices and all payments to be made for all NOT-TO-EXCEED amounts shall be subject to the review, acceptance and approval of the COUNTY; and

With the understanding and agreement that when the CONSULTANT’S compensation is established on a NOT-TO-EXCEED basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs and SUB-CONSULTANT and SUBCONTRACTOR costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total NOT-TO-EXCEED compensation established and agreed to for each specific Task(s) or Sub-Task(s). In the event the amount of compensation for any Task(s) or Sub-Task(s) to which the CONSULTANT is entitled on the NOT-TO-EXCEED basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NOT-TO-EXCEED amount established for the specific Task or Sub-Task, it is understood and agreed that any unexpended amount under a specific Task or Sub-Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s) or Sub-Task(s).

2.08 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES shall refer to all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the CONSULTANT and its employees and any and all SUB-CONSULTANTS and SUBCONTRACTORS the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.09 PROJECT

The term PROJECT shall refer to such facility, system, program or item as described in the first

Whereas clause on Page One of this Agreement.

2.10 PROJECT MANAGER

The term PROJECT MANAGER shall refer to the person employed or retained by the COUNTY and designated, in writing, to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and CONSULTANT with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT pursuant to this Agreement and such written SUPPLEMENTAL TASK AUTHORIZATION(S) and CHANGE ORDER(S) as are authorized. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal or written request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Professional Services to be provided and performed by the CONSULTANT; (2) time the CONSULTANT is obligated to commence and complete all such services; or (3) amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER shall review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed, and reimbursable costs and expenses, as provided for in this Agreement and approved CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S) thereto.

2.11 SUB-CONSULTANT

The term SUB-CONSULTANT shall refer to any individual or firm offering PROFESSIONAL SERVICES which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUB-CONSULTANT.

2.12 SUBCONTRACTOR

The term SUBCONTRACTOR shall refer to any individual, company or firm providing other than PROFESSIONAL SERVICES which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUBCONTRACTOR.

2.13 SUPPLEMENTAL TASK AUTHORIZATION

The term SUPPLEMENTAL TASK AUTHORIZATION refers to a written document executed by both parties to an existing Agreement for Professional Services, setting forth and authorizing a

limited number of Professional Services, tasks, or work. Such SUPPLEMENTAL TASK AUTHORIZATIONS are consistent with and have previously been included within the Scope of Professional Services in the initial Professional Services Agreement, for which authorization has been previously given or budgeted.

2.14 TIME AND MATERIALS

TIME AND MATERIALS are understood and agreed to mean the actual manhours spent working on the PROJECT multiplied by the hourly rate applicable to that person, plus the actual costs incurred for materials utilized on the Project, without mark-up. Hourly rates are set forth in Exhibit "B".

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement is in effect all such licenses as are required to do business in the State of Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the PROFESSIONAL SERVICES provided and performed by the CONSULTANT pursuant to this Agreement.

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

(2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing. The CONSULTANT

agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the COUNTY.

(3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the SUBCONSULTANT(S) or SUBCONTRACTOR(S) engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the COUNTY shall request, in writing, be removed, which request may be made by the COUNTY with or without cause.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto as is consistent with the standards set forth in 3.04. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any SUB-CONSULTANT(S) and/or SUBCONTRACTOR(S) engaged by the CONSULTANT as set forth in the Scope of Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this PROJECT and which are in effect at the time the COUNTY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services, Exhibit "A", shall serve as a basis for the COUNTY to consider the development and issuance of a CHANGE ORDER to provide for a change to, or ADDITIONAL SERVICES to, the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by CONSULTANT or by any SUB-CONSULTANT(S) and/or SUBCONTRACTOR(S) retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any SUB-CONSULTANT(S) or SUBCONTRACTOR(S) engaged by the CONSULTANT.

(2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the CONSULTANT, or any SUB-CONSULTANT(S) or SUBCONTRACTOR(S) engaged by the CONSULTANT, shall in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all SUB-CONSULTANTS and/or SUBCONTRACTORS engaged by the CONSULTANT to provide and perform services in connection with this Agreement. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 INDEMNITY

To the fullest extent permitted by law, the COUNTY'S CONSULTANT shall indemnify and hold harmless the COUNTY, The State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any SUB-CONSULTANT(S) or SUBCONTRACTOR(S) pursuant to this Agreement. CONSULTANT shall require all of its employees, SUB-CONSULTANT(S) and SUBCONTRACTOR(S) to comply with the provisions of this paragraph.

3.08 RESERVED.

3.09 RESERVED

3.10 RESERVED

3.11 ADDITIONAL SERVICES – Not included in this contract

~~Should the COUNTY request the CONSULTANT to provide and perform PROFESSIONAL SERVICES for this PROJECT which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.~~

~~Such ADDITIONAL SERVICES shall constitute a continuation of the PROFESSIONAL SERVICES covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement.~~

~~ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for, any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL TASK AUTHORIZATION" or "CHANGE ORDER" shall have been agreed to and executed by both parties.~~

~~Each such "SUPPLEMENTAL TASK AUTHORIZATION" or "CHANGE ORDER" shall set forth a comprehensive, detailed description of: (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said ADDITIONAL SERVICES.~~

3.12 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities,

transportation and administrative support that are necessary and required to complete all of the tasks set forth in Agreement Exhibit “A” entitled “Scope of Professional Services” and CHANGE ORDERS, and SUPPLEMENTAL TASK AUTHORIZATIONS authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit “B” entitled “Compensation and Method of Payment” and CHANGE ORDERS and SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in Agreement Exhibit “A” and CHANGE ORDERS and SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto as stated above.

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 AVAILABILITY OF COUNTY INFORMATION

At the CONSULTANT'S request, the COUNTY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; and data prepared or services furnished by others to the COUNTY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.02 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The COUNTY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

4.03 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to COUNTY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required PROFESSIONAL SERVICES and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field work days and/or work hours.

4.04 EVALUATION OF CONSULTANT'S PERFORMANCE

At the end of the contract, the COUNTY shall evaluate the CONSULTANT'S performance. The CONSULTANT shall cooperate with this evaluation. The evaluation will become a public record.

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

The COUNTY shall pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said BASIC SERVICES set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement. The Agreement price shall not be increased in the total amount stated herein without a written change order executed by the COUNTY, notwithstanding increased quantities or conditions which may be needed to perform CONSULTANT'S obligations hereunder, nor shall the CONSULTANT be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This provision shall not apply to work or services provided when required to alleviate an emergency condition not caused by the CONSULTANT'S actions or omissions. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this contract.

5.02 ADDITIONAL SERVICES – Not included in this contract

~~The COUNTY shall pay the CONSULTANT for all such ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which EXHIBIT "B" is attached hereto and made a part of this Agreement, or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION executed by both parties.~~

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

The CONSULTANT shall be entitled to submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the preceding calendar month. Invoices shall be submitted to the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320. The CONSULTANT'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement, CHANGE ORDER(S), and SUPPLEMENTAL TASK AUTHORIZATION(S). The CONSULTANT'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the

Agreement, CHANGE ORDER(S) and SUPPLEMENTAL TASK AUTHORIZATION(S) thereunder.

(2) PAYMENT FOR SERVICES PERFORMED

For services provided on a NOT TO EXCEED (N.T.E.) FEE basis or on a TIME AND MATERIALS (T&M) basis, the COUNTY shall pay the CONSULTANT monthly for services performed by the CONSULTANT for tasks set forth in Exhibit "A" on the basis of approved hourly quantities billed at the unit rates established for each position and for reimbursable expenses detailed on Exhibit "B". No other expenses shall be reimbursed. Payment by the COUNTY for tasks on an hourly unit basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service performed by the CONSULTANT. If required, the CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous payments have been made for those services. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until final completion of the PROJECT.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY

In the event of termination of this Agreement at the convenience of the COUNTY, not at the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CONSULTANT in effecting the termination of services and work, and incurred by the submittal to the COUNTY of PROJECT drawings, plans, data, and other PROJECT documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this

Agreement, the COUNTY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of, such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATION(S) and/or CHANGE ORDER(S), other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

5.07 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The provisions of the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, is applicable to this contract.

ARTICLE 6.00 - NO GENERAL OBLIGATION

In no event shall any obligation of the COUNTY under this Agreement be or constitute a pledge of the ad valorem taxing power of the COUNTY within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CONSULTANT nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the COUNTY in any form on any real or personal property to pay the COUNTY'S obligations or undertakings hereunder.

ARTICLE 7.00 - TIME AND SCHEDULE OF PERFORMANCE

7.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the CONSULTANT has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the CONSULTANT a written Notice to Proceed. Following the issuance of such Notice to Proceed the CONSULTANT shall be authorized to commence work and the CONSULTANT thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

7.02 TIME OF PERFORMANCE

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the PROJECT services set

forth and described in this Agreement, as set forth in EXHIBIT “C”, entitled “SCHEDULE OF PERFORMANCE, which EXHIBIT “C” is attached hereto and made a part of this Agreement.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the CONSULTANT shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the CONSULTANT'S time of performance. Upon receipt of the CONSULTANT'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the CONSULTANT, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

7.03 CONSULTANT WORK SCHEDULE

The CONSULTANT may be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the Notice to Proceed, a CONSULTANT'S work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the PROJECT services set forth and described in this Agreement, as set forth in EXHIBIT “C”, pursuant to this Agreement in such a manner that the CONSULTANT'S planned and actual work progress can be readily determined. The CONSULTANT'S work schedule of planned and actual work progress shall be updated and submitted by the CONSULTANT to the COUNTY on a monthly basis.

7.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S) issued thereto.

ARTICLE 8.00 - STATUTORY DISCLOSURES

A. Solicitation of Agreement: CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee

working solely for CONSULTANT, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Agreement.

B. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 a 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, CONSULTANT certifies that neither it nor an affiliate is on the convicted vendor list.

C. Drug Free Work Place Certification: See attached Exhibit H, which is incorporated herein by this reference.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If CONSULTANT, for itself and on behalf of its SUB-CONSULTANTS, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such SUB-CONSULTANT under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the COUNTY to determine if such a conflict of interest exists. If the COUNTY determines that there is a conflict of interest, CONSULTANT or such SUB-CONSULTANT shall decline the representation upon written notice by the COUNTY.

If the COUNTY determines that there is not such conflict of interest, then the COUNTY shall give its written consent to such representation. If CONSULTANT or SUB-CONSULTANT accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such SUB-CONSULTANT under this Agreement, then the CONSULTANT or such SUB-CONSULTANT agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this Article. Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider

such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The CONSULTANT shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant or consulting organization. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 11.00 - GOVERNING LAW

This Agreement has been negotiated by the COUNTY and the CONSULTANT, and this Agreement, including the exhibits, shall not be deemed to have been prepared by either the COUNTY or the CONSULTANT, and each of them shall be deemed to have participated equally in the preparation hereof. This Agreement shall be interpreted and governed according to the Laws of the State of Florida. CONSULTANT submits to the jurisdiction of Florida courts over it. Exclusive venue for all actions involving this Agreement shall only be in Franklin County, and not any other place.

ARTICLE 12.00 - FEDERALLY REQUIRED PROVISIONS

See FDOT Form 375-040-84 attached hereto as Exhibit "G"

ARTICLE 13.00 - NONACTION ON FAILURE TO OBSERVE PROVISIONS OF THIS AGREEMENT

The failure of the COUNTY or the CONSULTANT to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the COUNTY or the CONSULTANT may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

ARTICLE 14.00 - INSURANCE

A. Commercial General Liability: CONSULTANT shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be no less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

B. Business Automobile Liability: CONSULTANT shall have and maintain throughout the duration of the Agreement, Business Automobile Liability Insurance with limits of at least \$1,000,000 each occurrence for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided.

C. Workers Compensation: CONSULTANT shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease. In case any work is subcontracted, CONSULTANT shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONSULTANT.

D. Professional Liability: The CONSULTANT shall purchase and maintain professional liability or malpractice insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

E. Certificates of Insurance: Franklin County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies. CONSULTANT must provide valid certificates of insurance to the COUNTY for all policies. CONSULTANT will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

F. Sub-Consultants and Subcontractors: In the event that the CONSULTANT engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the CONSULTANT

in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the CONSULTANT. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the CONSULTANT are not covered by the CONSULTANT'S insurance policy(s), it shall be the responsibility of the CONSULTANT to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the COUNTY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

ARTICLE 15.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the CONSULTANT by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 16.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement shall only represent the COUNTY in the manner and to the extent specifically set forth in writing in this Agreement, and as provided in any written SUPPLEMENTAL TASK AUTHORIZATION(S) and CHANGE ORDER(S) issued thereunder.

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the COUNTY'S behalf, and shall not act on the COUNTY'S behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor, or (2) the time for completing the work as required and agreed to in the construction contract, or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or a SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER issued thereunder.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

ARTICLE 17.00 - PUBLIC RECORDS

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by CONSULTANT under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

CONSULTANT shall:

- (a) Keep and maintain public records required by the COUNTY to perform the service.
- (b) Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- (d) Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. The CONSULTANT will maintain the public records for a minimum of five years after the date of the final payment. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT Jessica Gay at (850) 653-8861 x-100, jgay@franklinclerk.com, or 33 Market Street, Suite 203, Apalachicola, Florida 32320.

ARTICLE 18.00 - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, Phases or Tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are

acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services"
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment"
- (3) EXHIBIT "C" entitled "Schedule of Performance"
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and Subcontractor(s)"
- (5) EXHIBIT "E" entitled "Public Entity Crime Affidavit"
- (6) EXHIBIT "F" entitled "DBE Bid Package Information" (FDOT Form #275-030-11)
- (7) EXHIBIT "G" entitled "Local Agency Program Federal-Aid Terms for Professional Services Contracts" (FDOT Form #375-040-84)
- (8) EXHIBIT "H" entitled "Drug Free Work Place Certification" (FDOT Form #375-040-18)
- (9) EXHIBIT "I" entitled "Conflict of Interest/Confidentiality Certification" (FDOT Form # 375-030-50)
- (10) EXHIBIT "J" entitled "Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion" (FDOT Form # 375-030-32)
- (11) EXHIBIT "K" entitled "Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts" (FDOT Form # 375-030-33)
- (12) EXHIBIT "L" entitled "Disclosure of Lobbying Activities" (FDOT Form # 375-030-34)

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

All notices required and/or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be given by the United States Postal Service certified mail, postage prepaid, overnight delivery via a recognized national carrier or hand-delivery addressed to the following COUNTY address of record:

Franklin County
34 Forbes Street
Apalachicola, Florida 32320
Attention: County Administration

With a copy to:
Thomas M. Shuler, Esquire

Franklin County Attorney
40-4th Street
Apalachicola, Florida 32320
mshuler@shulerlawfl.com

20.02 NOTICES BY COUNTY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service certified mail, postage prepaid, overnight delivery via a recognized national carrier or hand-delivery addressed to the following CONSULTANT'S address of record:

J. Larry Sauls, Vice-President
AECOM Technical Services, Inc.
7650 West Courtney Campbell Cswy.
Tampa, Florida 33607
Larry.sauls@aecom.com

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 21.00 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience and without any liability for damages or lost profits by the COUNTY giving ten (10) days' written notice to the CONSULTANT.

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the instructions of the COUNTY'S designated representatives; if it otherwise violates any provision of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a ten (10) calendar day written notice, terminate this Agreement without any liability for damages or lost profits.

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or as such may be established by a SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the COUNTY not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept or not

accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the COUNTY of its acceptance.

ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment, the requirements, provisions and/or terms of the Amendment shall take precedence.

ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Agreement Amendment, CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Agreement Amendment, CHANGE ORDER(S) and/or SUPPLEMENTAL TASK AUTHORIZATION(S), the latest executed Agreement Amendment, CHANGE ORDER(S) and/or SUPPLEMENTAL TASK AUTHORIZATION(S) shall take precedence.

In the event the COUNTY issues a purchase order, memorandum, letter, or other instrument covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instrument is for the COUNTY'S internal control purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

ARTICLE 24.00 - E-VERIFY

The COUNTY will not intentionally award county contracts to any consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The COUNTY shall consider the employment by the CONSULTANT of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the COUNTY.

(1) The CONSULTANT shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement; and

(2) The CONSULTANT shall expressly require any SUB-CONSULTANTS or

SUBCONTRACTORS performing work or providing services pursuant to the Agreement 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 SUB-CONSULTANT or SUBCONTRACTOR during the Agreement term.

ARTICLE 25.00 - NO OBLIGATION TO THIRD PARTIES

No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement shall be deemed to contemplate either party as a partner, agent or representative of the other party. The parties specifically intend that no third party have any rights hereunder.

ARTICLE 26.00 SEVERABILITY

In the event that any portion or any portions of this Agreement are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be enforced as though such portions had not been included, unless to do so would cause this Agreement to fail of its essential purposes.

ARTICLE 27.00 SUSPENDED OR DEBARRED VENDORS

The COUNTY does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the County Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the COUNTY as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Agreement.

ARTICLE 28.00 REPORTING, COPYRIGHTS, AND RIGHTS IN DATA

The CONSULTANT agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the COUNTY.

All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the COUNTY upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the COUNTY at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the COUNTY of said document(s), the COUNTY will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and

products or patent any invention developed under this agreement. The COUNTY will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

ARTICLE 29.00 ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

FRANKLIN COUNTY

BY: _____
Michele Maxwell, Clerk

BY: _____
Ricky D. Jones
Chair, County Commission
Date: _____

CONSULTANT

BY: _____
Printed Name: J. Larry Sauls, PE
Title: Vice President
Date: 11/17/2021

EXHIBIT “A”

SCOPE OF PROFESSIONAL SERVICES

The services sought are the construction engineering and inspection (CEI) of the multi-use path construction on CR 370, Alligator Drive, on Alligator Point, Florida. The path will consist of a 10’ wide multi-use path on the north side of Alligator Drive from George Vause Road eastward for approximately 1 mile to Gulf Shore Boulevard. Other construction activities include minor drainage improvements, as appropriate, and pavement markings.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The responsibilities of the Consultant on this project are:

- 1. Preconstruction Conferences:** Conduct and schedule the Preconstruction Conference with the Owner, Franklin County (herein called the County), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor a list of all forms and reports due, when they should be submitted and to whom.
- 2. Progress meetings:** Prepare the agenda, attend, and conduct meetings with the County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of County Commissioner meetings as necessary.
- 3. Project Administration:** Provide project administration and coordinate with the assigned County Project Manager. Prepare for and attend, when requested, any periodic or in-depth FHWA or FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the County Department Project Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County Project Engineer and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor’s personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified inspection services. All CEI staff proposed for this project must meet the personnel requirements and qualifications listed in **Section 19. Personnel** of this Scope of Services.

5. On-site Inspection: The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone traffic control plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with FDOT procedures. Consultant employees performing such services shall be qualified in accordance with FDOT requirements and procedures.

6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County Project Manager of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County Project Manager. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the FDOT. Submit Value Engineering Change Proposals to the County Project Manager for analysis and distribution to the appropriate division(s). Develop change orders as approved by the FDOT and present to the Board of County Commissioners for their approval.

7. Shop Drawings: Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

8. Reporting: It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) for this project are met. This shall include but not be limited to DBE reporting and LAPIT reporting. The firm shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submit according to FHWA and FDOT guidelines.

9. Quality Assurance and Testing for Acceptance: The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. Sampling, testing and laboratory methods shall be as required by the FDOT's Standard

Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done. The Consultant will input verification testing information and data into the FDOT database if required by FDOT.

10. Progress Payments: The Consultant will document and accurately estimate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. FDOT Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

11. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted by the Consultant to the County Project Manager for processing.

12. Distribution of Correspondence: A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.

13. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the County or FDOT. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life

14. Contractor's Payrolls, Employee Interviews and Contract Compliance (EEO): Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the County Project Manager and FDOT District 3 LAP Coordinator and FDOT District 3 Contract Compliance Manager prior to withholding payments. Conduct employee interviews on the forms approved by FDOT and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

15. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the FDOT prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the FDOT District Lap Coordinator for clarification at any time.

16. Final Records: Submit a compilation of project records to the County and FDOT (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records.

17. Project Claims: Prepare documentation and assist in the defense of the County and FDOT, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

18. Project Certification: Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the FDOT on behalf of the County.

19. Personnel: Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

PROJECT SCHEDULE:

This project is scheduled for substantial completion within 90 days of when the Notice to Proceed is issued to the contractor. Final completion will be within 120 of when the Notice to Proceed is issued to the contractor.

DELIVERABLES:

The construction related files and record drawings shall be maintained for each project, separately and clearly. In addition to the Scope of Work, the selected Firm shall also provide copies of required documents as listed below:

- a. Pre-construction Meeting Minutes
- b. Daily Inspection Reports
- c. Monthly Progress Reports & Meeting Minutes
- d. Approved Contractor Pay Requests
- e. Record Drawings/As-builts
- f. Materials Certifications
- g. Close Out Documents as required by FDOT and FHWA
- h. Files on Contractor Compliance with EEO Requirements, including Davis-Bacon.

The selected Firm's Profession Engineer in responsible charge of the project's construction shall professionally endorse (signed and sealed and certified) the record

prints, the special provisions and all reference and support documents. The selected Firm shall update the record drawings as the project is being constructed and surveyed by the contractors. The as-built drawings should be signed and sealed by the CEI project engineer at the completion of the project. The as-built drawings shall reflect all changes initiated by the selected Firm or County in the form of revisions. The as-built drawings shall be submitted to the County on a Final Project CD upon project completion.

**EXHIBIT “B”
COMPENSATION AND METHOD OF PAYMENT**

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit “A” entitled “Scope of Professional Services”, the COUNTY shall compensate the CONSULTANT as follows:

| TASK | ITEM | AMOUNT (Estimated if T&M) | FEE TYPE (LS;T&M; NTE) |
|-------------|--|--|---|
| | Senior Project Engineer/Project Manager @ \$186.56 | \$6,156.48 | |
| | Project Administrator/Contract support Specialist @ \$111.18 | \$14,675.76 | |
| | Senior Inspector/Senior Engineer Intern @ \$99.28 | \$15,070.70 | |
| | Inspector @ \$68.06 | \$10,010.55 | |
| | Resident Compliance Specialist @ \$60.67 | \$6,737.94 | |
| | | | |
| | | | |

For services of CONSULTANT’s Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

| TASK | SUB-CONSULTANT | AMOUNT (Estimated if T&M) | FEE TYPE (LS;T&M; NTE) |
|-------------|-----------------------|--|---|
| | | | |
| | | | |
| | | | |

For reimbursable expenses of CONSULTANT, the COUNTY shall compensate the CONSULTANT as follows:

| REIMBURSABLE EXPENSES | AMOUNT (Estimated if T&M) | FEE TYPE (LS;T&M; NTE) |
|------------------------------|--|---|
| Materials Testing Lab Fees | \$1,000 | |
| | | |
| | | |

| | | |
|---|--------------------|------------|
| TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES | \$53,651.43 | NTE |
|---|--------------------|------------|

EXHIBIT “C”
SCHEDULE OF PERFORMANCE

The anticipated schedule is as follows:

| TASKS | TO BE COMPLETED BY (DAYS) |
|--|---|
| CEI Services for Alligator Drive Multi-Use Path from George Vause Road to Gulf Shore Boulevard | This contract will expire on July 31, 2022. |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

EXHIBIT “D”

CONSULTANT’S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS

Nova Engineering

EXHIBIT "E"

PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to FRANKLIN COUNTY, FLORIDA

by: J. Larry Sauls, PE, Vice President / Authorized Signatory
(print individual's name and title)

for: AECOM Technical Services, Inc.

(print name of entity submitting sworn statement)

whose business address is: 180 South Cherry Street, Unit D
Monticello, FL 32344

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE

THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this 14th day of April, 20 21.

Personally known XX OR Type of Identification Produced: _____

Stacy Lee Funk
Notary Public – State of Florida

My Commission Expires: August 15, 2023



SEAL OR STAMP

Exhibit "F"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
09/19
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtml>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
12/19
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84
PROGRAM MANAGEMENT
12/19
Page 3 of 3

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant 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.

EXHIBIT "H"

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

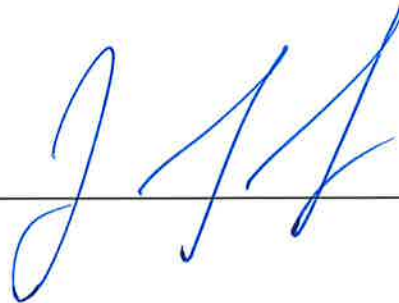
(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: AECOM Technical Services, Inc.



Page 145

EXHIBIT "J"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: AECOM Technical Services, Inc.

By: J. Larry Sauls, PE

Date: 4/14/2021

Title: Vice President / Authorized Signatory

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) 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 any federal 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.

(2) 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: J. Larry Sauls, PE Date: 4/14/20921 Authorized Signature
Title: Vice President / Authorized Signatory

EXHIBIT "L"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒If no, then please complete section 4
below for "Prime"

NA

| | | | |
|--|--|--|---|
| 1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | | 2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award | 3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy) |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: AECOM Technical Services, Inc. 180 South Cherry Street, Unit D Monticello, FL 32344 Congressional District, if known: 4c _____ | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____ | |
| 6. Federal Department/Agency: _____ _____ _____ | | 7. Federal Program Name/Description: _____ _____ _____ CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: _____ | | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____ | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____ | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature:  Print Name: J. Larry Sauls, PE Title: Vice President / Authorized Signatory Telephone No.: 813-675-6728 Date (mm/dd/yyyy): 04/14/2021 | |
| Federal Use Only: | | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

November 18, 2021

The Honorable Ricky Jones
Chairman, Franklin County
Board of County Commissioners
33 Market Street
Apalachicola, Florida 32320

Dear Chairman Jones:

The Department of Economic Opportunity ("Department") has reviewed the Franklin County proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on October 19, 2021, pursuant to the expedited state review process in Section 163.3184(2) - (3), Florida Statutes (F.S.). We have identified a comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review. The Agency's comment regarding these amendments are attached to this letter.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

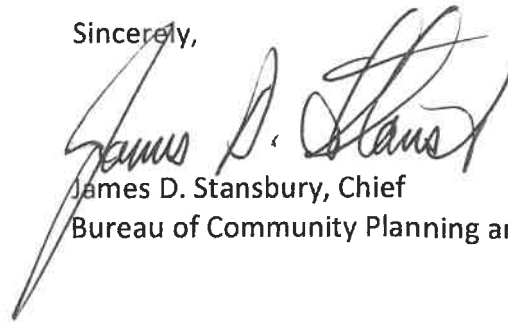
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: Mark Curenton, Planner, Franklin County Building and Planning Department
Chris Rietow, Executive Director, Apalachee Regional Planning Council

Agency's comment

Section 163.3177(6)(i)1., F.S., requires each local government to include a Property Rights Element in its comprehensive plan. The County has added language to the element not specifically addressed in provisions of the statute. The Goal of the proposed Property Rights Element limits the consideration of property rights to planning and development decisions rather than considering them in all "local decisionmaking."

Prior to adoption, the Goal of the proposed amendment must be revised to consider private property rights in all of the County's decisionmaking.

Please be advised the property rights element adopted by the local government may not conflict with the statement of rights provided under Section 163.3177(6)(i)1., F.S. To ensure the adopted language does not conflict, the Department recommends that the local government consult with its legal department.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"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."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

**Addendum to Professional Services Agreement for Project Management,
Engineering & Environmental Services for
FEMA Funded Recovery**

**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 Dewberry Engineers Inc., also known as the **CONTRACTOR** for **Project Management, Engineering and Environmental Services for FEMA Funded Recovery** during the period of February 2018 through February 2023 in connection with the damages resulting from **Disaster Events**.

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 start date: February 14, 2018

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.

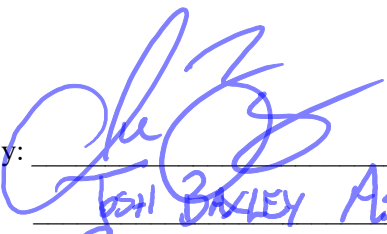
Section 14. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for

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: 12-2-21
JOH BAXLEY ASSOCIATE, BRANCH MANAGER
Printed Name & Title for Dewberry Engineers Inc. (CONTRACTOR)

By: _____ Date: _____

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

FRANKLIN COUNTY

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



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

February 2, 2021

Dewberry Engineers
Attn: Clay Kennedy
324 Marina Drive
Port St. Joe, FL 32456

Dear Mr. Kennedy:

Franklin County entered into a professional services agreement with Dewberry Engineers on February 14, 2018 for project management, engineering and environmental services for FEMA funded recovery. The agreement was for two (2) year continuing services contracts from the date of signature, with an option for renewals for up to (5) years total.

Please consider this letter as authorization from the Board of County Commissioners of Franklin County to renew the attached original agreement for an additional two year term.

Sincerely,

A handwritten signature in cursive script that reads "Ricky D. Jones".

Ricky Jones
Chairman

will allow Franklin County to advertise while they are reviewing documents this will save one month's time.

B. Permission to submit an amendment to the MYIP (Multi-Year Implementation Plan) for construction funds while the Planning grant is being utilized. If allowed by Treasury, this will save months of waiting for Treasury to approve funds that have already been authorized for Franklin County.


C. Permission to make Budget amendments between the two construction grants at a staff level without having to get a full MYIP amendment. If Treasury allows for the staff level approval, then the Board would have latitude to make budget amendments based upon what is in the best interest of the county without going through a full Treasury approval process.

Ms. Klover is checking with her superiors at Treasury regarding the requests above and will let Franklin County know answers as soon as possible. In the event the County receives the go ahead and the planning grant is formally approved by Treasury.

On motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Chairman to accept the Planning Grant, and authorized the advertising for planning consultants; Motion carried 4-0.

2. Extension of FEMA Funded Recovery Professional Services Agreement

In late 2017, Franklin County solicited an RFQ for engineering services relative to FEMA Funded Recovery Efforts. Franklin County entered into an agreement with Dewberry Engineers to provide this service in February of 2018. The agreement allowed for two (2) year continuing services contract extensions from the date of signature with an option of renewals for up to (5) years total. A draft letter of authorization to extend the agreement as well as a copy of the original agreement and RFQ is attached to this report.

 **On motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the extension of the professional services agreement for the additional two year term and authorized the Chairman to sign the letter of authorization. Motion carried 4-0.**

3. Island View Park – FEMA Funded Recovery Task Order

Island View Park opened as a new park in August of 2018. Just two months later, Hurricane Michael devastated the area and the park was almost completely destroyed. The construction of this park was handled directly by the various state agencies and upon completion Franklin County was responsible for the maintenance and operation of the park. After Hurricane Michael, the original contractor who did the project, Woods Partners Inc., assisted with the development of the damage descriptions and cost assessment for the FEMA restoration project. The total estimated project cost for the restoration is \$1,325,471. Included in the cost estimate is approximately \$421,000 in mitigation work which will make the park more resilient to damage from future storms. A copy of the project scope which outlines the damages and mitigation work is attached.

Dewberry Engineers has submitted a Task Order in the amount of \$144,476 to do the necessary design, permitting work, draft bid specifications, construction administration and inspection services to see the project to completion. This proposal is consistent with the FEMA cost curve specification for this type of project.



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

January 17, 2018

Mr. Joseph Parrish, Chairman
Franklin County Board of County Commissioners
34 Forbes St., Suite 1
Apalachicola, FL 32320



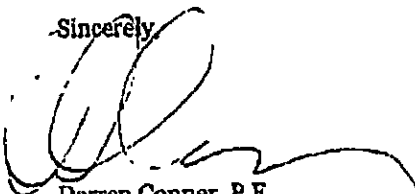
RE: Professional Services Agreement
Project Management, Engineering & Environmental Services for
FEMA Funded Recovery

Dear Mr. Parrish:

Dewberry Engineers, Inc. is pleased to provide you with this professional services agreement for the above referenced contract. This agreement's term is for a two (2) year continuing services contract from the date of signature, with an option for renewals for up to five (5) years total. The Scope of Services for this agreement shall be to provide Project Management, Engineering and Environmental Services for FEMA related storm events. The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry's Services are attached hereto and made a part of this Agreement. A detailed Scope of Service will be determined by each FEMA Project Worksheet (PW) and outlined in the associated Task Order. Fees shall be negotiated with each Task Order as they are assigned. The standard billing rate schedule (Attachment A, dated 7/28/17) and a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (Attachment C) is attached hereto and made a part of this Agreement.

We appreciate the opportunity to provide professional services for Franklin County. If this agreement is acceptable, please sign the space provided below. Should you have questions or need additional information, please contact Clay Smallwood at 850.571.1217 or csmallwood@dewberry.com.

Sincerely,


Darren Conner, P.E.
President, Southeast

Accepted By:


Joseph Parrish, Chairman

Date:

2-14-2018

Standard Hourly Billing Rate Schedule

| Dewberry | Hourly Rates |
|--|--|
| Professional | |
| Principal | \$280.00 |
| Architect I, II, III | \$85.00, \$100.00, \$115.00 |
| Architect IV, V, VI | \$130.00, \$145.00, \$165.00 |
| Architect VII, VIII, IX | \$185.00, \$200.00, \$220.00 |
| Interior Designer I, II, III, IV | \$75.00, \$85.00, \$105.00, \$150.00 |
| Engineer I, II, III | \$100.00, \$110.00, \$125.00 |
| Engineer IV, V, VI | \$140.00, \$160.00, \$175.00 |
| Engineer VII, VIII, IX | \$190.00, \$205.00, \$225.00 |
| Other Professionals I, II, III | \$95.00, \$110.00, \$120.00 |
| Other Professionals IV, V, VI | \$135.00, \$155.00, \$165.00 |
| Other Professionals VII, VIII, IX | \$190.00, \$205.00, \$225.00 |
| Technical | |
| Geographer/GIS I, II, III | \$85.00, \$95.00, \$105.00 |
| Geographer/GIS IV, V, VI | \$115.00, \$135.00, \$150.00 |
| Geographer/GIS VII, VIII, IX | \$180.00, \$200.00, \$220.00 |
| Designer I, II, III | \$100.00, \$115.00, \$135.00 |
| Designer IV, V, VI, VII | \$150.00, \$175.00, \$195.00, \$205.00 |
| CADD Technician I, II, III, IV | \$70.00, \$85.00, \$95.00, \$115.00 |
| Surveyor I, II, III | \$60.00, \$70.00, \$80.00 |
| Surveyor IV, V, VI | \$100.00, \$105.00, \$120.00 |
| Surveyor VII, VIII, IX | \$140.00, \$165.00, \$185.00 |
| Other Technical I, II, III | \$60.00, \$80.00, \$100.00 |
| Other Technical IV, V, VI | \$115.00, \$130.00, \$150.00 |
| Construction | |
| Construction Professional I, II, III | \$120.00, \$135.00, \$155.00 |
| Construction Professional IV, V, VI | \$180.00, \$200.00, \$215.00 |
| Inspector I, II, III | \$80.00, \$95.00, \$110.00 |
| Inspector IV, V, VI | \$130.00, \$140.00, \$155.00 |
| Survey Field Crews | |
| Fully Equipped 1, 2, 3, 4 Person Crews | \$120.00, \$150.00, \$180.00, \$210.00 |
| With Laser Scanner 1, 2 Person | \$170.00, \$200.00 |
| Administration | |
| Admin Professional I, II, III, IV | \$65.00, \$85.00, \$100.00, \$110.00 |
| Non-Labor Direct Costs | Cost + 15% |

COMPANY CONFIDENTIAL AND PROPRIETARY



Revised 7.28.17 | Subject to Revision | Standard Hourly Billing Rate Schedule | Attachment A | 1

ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us.
If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by another entity.
 - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.
If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.
11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 8, 12, 13, 15, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
17. **Applicable Law and Forum Selection.** The laws of the State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18 below, the parties agree that the courts of Orange County, Florida, and the Federal District Court, Middle District of Florida, Orlando Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Orange County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
21. **Payment of Attorney's Fees.** The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.
22. **Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

ATTACHMENT C

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

- 1) The prospective primary participant certifies that to the best of its knowledge and belief that it and its principals:
- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntary excluded from covered transactions by any Federal/State department or agency;
 - b) Have not within a three-year period preceding this application been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application had one more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Dewberry Engineers, Inc.
Subcontractor Business Name

By: _____

Signature of Authorized Representative

Darren Conner, President, Southeast
Name and Title of Authorized Representative

324 Marina Drive

Port Saint Joe, Florida 32456
Address

Recipient's Name

DEM Contract Number

Project Number

Date


authorizing the relocation after the completion of the EA in August, 2017, but that appears not to be the case.

After reviewing the existing PW 591, and after discussion with FEMA personnel on a conference call last week, I am now satisfied that FEMA is not going to issue a new PW based upon the EA, and that the county needs to utilize the existing PW to complete the relocation. There is \$420K in PW #591. Virginia, the Road Dept secretary, and I submitted \$80K worth of reimbursements yesterday for the work the Road Dept did on clearing and building the base for the relocated road. The last engineer's estimate to complete the road was some \$300K and that did not take in account the county's efforts so there should be enough funds to be some sort of hardened surface on the relocated road.

However, the county still does not have a signed contract with Preble-Rish Dewberry to provide engineering services so the final design for Gulf Shore Blvd has not been done. (The lack of signed contract is also affecting the progress on designing and permitting the rebuilding of Alligator Drive.)

And, to clarify the Board record, the Board voted to approve a contract and Task Orders for Dewberry on Dec. 5, and it was in my Dec. 5 report that I would provide the Board with a copy of the Task Orders, but I have been unable to do so because Dewberry can't generate Task Orders without a signed contract.

I have spoken to Pam Brownell, EM Director, and she believes we have made an adequate effort to comply the FEMA Supercircular, even though she says she cannot get confirmation from FEMA. She is redoing the ad for her FEMA consultant because she has time to do it, but regarding the contract for engineering services I am running out of time. I believe that if there are any issues regarding the Dewberry contract they could be resolved if FEMA every reviewed the contract. Board direction on whether it wants to proceed with the Dewberry contract based upon the knowledge that both Pam and I believe we have complied with the FEMA requirements.



Mr. Pierce stated Mrs. Brownell wants a consultant to assist her in being in compliance with all the FEMA regulations but he is running out of time on the designing project and wants to move forward. **Commissioner Jones made a motion to move forward. Commissioner Lockley seconded the motion.** Commissioner Lockley asked if they have enough information to get going. Mr. Pierce answered yes, and said he has talked with Attorney Shuler, Dewberry and Mrs. Brownell. He said he understands Mrs. Brownell's position but he thinks the County is compliant. He said Mrs. Brownell has tried to talk to FEMA but is not getting a final answer. He explained he is trying to help the Board resolve the problems for the citizens at Alligator Point. He said he is not sure they could get another extension or not on Gulf Shore Boulevard as it has been 4 years. He explained he feels comfortable moving forward but he realizes it is the taxpayer's money and the Board is responsible for that money. **Motion carried; 5-0.** Mr. Pierce stated he will get the contract signed.

4- Provide Board with update of the TRIUMPH meeting held in Apalachicola on January 29. There was an overflow crowd in the Board meeting room last Monday because the TRIUMPH Board announced it was ready to begin the review process of the some 119 pre-applications it has received. The TRIUMPH staff economist, Dr. Rick Harper, made a detailed presentation of what a high scoring application will contain (show a sustainable economic activity resulting from

FLORIDA AUCTION NETWORK LLC
3847 EAST BUSINESS HIGHWAY 98
PANAMA CITY, FL 32401
850-896-2343
auctionchoice@yahoo.com
www.flauctionnetwork.com
AB# 3488 AU# 4677

Consignor: Franklin County BOCC
Seller ID: B2248
Date of Consignment: 1/01/2022
Contact Info: 850-653-5373
Event/Auction: Calendar Year 2022

CONSIGNMENT AGREEMENT

1. **CONSIGNMENT:** Consignor grants Florida Auction Network LLC (FANLLC) the exclusive right to auction his/her/its property at public auction. FANLLC will decide the best method to advertise the property. FANLLC may divide or combine the property into one or more separate lots. FANLLC will incur no liability for the postponement of any auction for any reason. FANLLC is not responsible for any items left with FANLLC that do not appear on the property receipt made out by a FANLLC employee and countersigned by Consignor.
2. **COMMISSIONS:** FANLLC will receive 5% of the hammer price for all lots sold.
3. **RESERVES:** Reasonable reserves are accepted on most items. It is understood that if FANLLC sells the property below a reserve amount, the consignor will receive an amount equivalent to that which they are entitled to had the item sold at the reserve amount. Reserves are to be agreed upon before items are transferred to possession of FANLLC and cannot be raised after FANLLC has taken possession. Unsold items may incur a service charge. (See paragraph 13 about alerting FANLLC to retrieve unsold items and/or relisting items through another auction)
4. **ADDITIONAL CHARGES:** Consignor will pay all packing, handling, and transportation costs to FANLLC premises, as well as restoration, repair, and cleaning costs and costs of third party services, appraisals or expert advice to properly describe property or verify authenticity. Cleaning, restoration, and appraisal costs in excess of \$30 will be approved in advance by Consignor. All third party costs are increased 10% as a service charge for FANLLC account.
5. **INSURANCE:** Consignor will maintain any insurance deemed necessary and holds FANLLC harmless for any damage or liability claims resulting from involvement of property at the premises/site until the Consignor is paid by FANLLC. Consignor will maintain insurance until Consignor is paid by FANLLC and Consignor is liable for any theft, damage, fire damage, natural disaster, or vandalism that may occur while on premises/site or while being handled by FANLLC.
6. **ADVERTISING, PHOTOGRAPHY, & VIDEO:** FANLLC will market as it deems necessary to obtain the maximum results. FANLLC will display, video, and photograph the items, and events/transactions as it deems appropriate. FANLLC reserves the right to photograph, audio and video record any property and event/transaction and to use pictures and recordings in any and all advertisements, information packets, legal proceedings, or for any legal use. In instances where the value of tangible personal property owned by a local government exceeds \$5000.00 per item, FANLLC will publish notice not less than 1 week nor more than 2 weeks prior to sale/auction in a newspaper having a general circulation in the county or district in which is located the official office of the governmental unit at no charge and will provide verification of the publication.
7. **PAYMENTS:** FANLLC will provide (by mail or in person) sales proceeds to the consignor, less all commissions and costs, within 30 days after the auction close, together with a full accounting thereof.
8. **CLAIMS BY BUYERS:** If, within 30 days from the auction close, the buyer of any property demonstrates to FANLLC's satisfaction that the property purchased is not authentic or is materially different from its catalogue description or other FANLLC representations, FANLLC may, in its sole discretion, delay payment to the consignor (if not yet

paid under Paragraph Number 7), rescind the sale, and refund the full purchase price to the buyer. If the Consignor is paid under Paragraph Number 7, Consignor will remit to FANLLC the proceeds previously received for the rescinded sale.

9. **RESERVED BIDS & WITHDRAWAL:** Consignor appoints the Auctioneer and/or FANLLC and its representatives to bid on the consignor's behalf up to the amount of the reserve. Consignor agrees that neither he nor his representative will bid on items under this agreement. Any items the Consignor does bid on will be treated as a purchase and charged the full buyer's premium and commission. Consignor agrees not to withdraw any property subject to this agreement unless agreed to by FANLLC, and the payment of all charges, costs, and the commission (both buyer's premium and consignor's fees) due as if the item had been sold.
10. **WARRANTIES & INDEMNIFICATION BY CONSIGNOR: (a)** Consignor represents and warrants that he has the legal right to consign the property for sale; that there is not, nor will there be, any claim, lien or encumbrance against the property for any reason.
11. **NONPAYMENT BY PURCHASER:** FANLLC is not obligated to legally enforce payment by any buyer of the property. If FANLLC is not paid by the purchaser within 15 days of sale, FANLLC may, in its sole discretion, cancel the sale and resell the property.
12. **NO GUARANTEE:** FANLLC does not guarantee the selling price of property. All estimates of selling value are opinion only and shall not be construed as any promise of selling price. FANLLC is not liable for errors or omissions in catalogues or other descriptive material.
13. **UNSOLD PROPERTY: (a)** Property not sold shall be reclaimed by the Consignor no more than 10 days after the last day of the sale period or auction. **(b)** The Consignor is responsible for contacting FANLLC to indicate when unsold consigned items are to be retrieved from the premises, or if the unsold consigned item(s) are to be relisted in a second auction, it is incumbent upon the Consignor to alert FANLLC to that decision before 10 days elapse after an auction or consignment period ends. All items not relisted in a future auction or a new consignment agreement is not completed are given a 10 day grace period for the Consignor to retrieve from the premises, as per point (a) above. Property remaining after the 10 days will be subject to storage charges of \$10 per day, per lot. All charges must be paid before the property is released. **ANY ITEMS LEFT OVER 30 DAYS WILL BE CONSIDERED ABANDONED AND BECOME PROPERTY OF FANLLC. FANLLC MAY DISPOSE OF THE ITEMS AT ITS DISCRETION.**
14. **MISCELLANEOUS:** This agreement is binding upon the Consignor's heirs, beneficiaries, executors, et. al.; is assignable only with FANLLC's consent; may be modified only in writing signed by FANLLC and the Consignor; and shall be governed by the laws of the state of Florida.
15. **CONTRACT TERM:** The contract will continue in force until notice to cancel is given by either party or 365 days has passed. A new Consignment Agreement is required each 365 days.
16. **ITEM REMOVAL:** It is understood by the parties that in the event any consigned item is removed by the Consignor, FANLLC will receive their due commission as if the item had sold. The value will be determined by the reserve, or where there is no reserve, the appraised value by a mutually agreed to appraiser.
17. **CONSIGNOR RESPONSIBILITIES:** Consignor is responsible to furnish FANLLC with a complete descriptive list of the property to be sold; including but not limited to brand name, model number, manufacturers serial number, size, shape, color, condition. (see Paragraph Number 18 for information related to titled items) Consignor will deliver all listed property to the premises/site in the cleanest, most functional condition practical and free of any excess liquids or contaminants before being transported to FANLLC premises/site. Consignor guarantees that he/she or it has good title and right to sell items/property; that they are without mortgages, liens or encumbrances of any kind except those which are specifically detailed within this contract. Consignor assumes full responsibility for providing marketable title and delivery of title to purchaser, payment of proceeds to creditors, and Consignor will

assume all attorney fees and court costs if such a case should arise. Any misrepresentation by the Consignor as to the description or condition will allow FANLLC to make a downward adjustment on the selling price at FANLLC's sole discretion or refuse to sell the property and collect the payment of all charges, costs, and the commission (both buyer's premium and consignor's fees) due as if the item had been sold.

18. **STORAGE:** As an additional service to government consignors, FANLLC offers short-term storage of items that are involved in the surplus/disposal process. FANLLC provides a licensed, bonded, and insured premises at 3847 E. Business Hwy 98, Panama City, FL 32401. This premises is fenced and covered by 24-hour surveillance. Items may be stored for up to 90 days prior to auction.
19. **TITLED:** Titled items require a separate Used Vehicle Consignment Agreement form for each vehicle consigned by an individual or business, Power of Attorney HSMV 82995, and title delivered to FANLLC prior to FANLLC taking possession of titled item. Automobile Dealers are required to re-assign title to FANLLC for a vehicle to be sold or auctioned and complete a FANLLC Vehicle Information Data Form. Titles and lien releases must accompany vehicle upon pick up or delivery to FANLLC possession.
20. **NO SALE FEE:** FANLLC reserves the right to charge a No Sale Fee for items that require special handling, unusual time requirements, and advertising that do not sale. Consignor must agree to this possible fee in this contract when required by FANLLC.

I commission FANLLC to auction the items listed on the attached sheet(s) to the highest bidder by public auction. I certify that I am the owner/custodian of the listed goods, merchandise, and/or property (property, vehicle, item, lot, etc.) and have good title and the right to sell and that they are free from all encumbrances. I agree to accept all responsibility for providing merchandise title and for delivery of title to purchaser. I agree to hold harmless the auctioneers against any claims of the nature referred to in this agreement.

THIS AGREEMENT IS VALID FOR 365 DAYS AND MUST BE RENEWED TO BE VALID BEYOND 365 DAYS.

I have read and understand the terms above of the Event/Auction and will abide by them.

X

Consignor/Seller

X

Jonathan Sewell
Manager/Auctioneer

Franklin County Board of County Commissioners
33 Market Street
Appalachicola, FL 32320

ORDINANCE 2021-_____
FRANKLIN COUNTY, FLORIDA

**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 MAKE PLANNING AND DEVELOPMENT DECISIONS WITH
RESPECT FOR 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 property owner 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 for the 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's possessions and property.

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

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

~~This ordinance shall take effect as provided by law.~~

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 ____ day of ~~December, 2021~~ January 2022, in a regular meeting of the Franklin County Board of County Commissioners.

THE FRANKLIN COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Ricky D. Jones, Chairman

ATTEST: _____
Michele Maxwell, Clerk

The Law Offices of Thomas M. Shuler, P.A.

Phone: 850-653-1757

Fax: 850-653-8627

Email: mshuler@shulerlawff.com

Mailing Address:

34-4th Street

Apalachicola, FL 32320

December 3, 2021

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: December 7, 2021 Meeting

Action Items

1. Application for Reef Permit

The Board recently completed a reef permit process with the Apalachicola Reef Association for the Buddy Ward Reef.

The Apalachicola Reef Association ("ARA") would like the Board to authorize proceeding with a second reef application located offshore in the Gulf of Mexico south of Apalachicola.

This application will mimic the first application: ARA will do all the leg work and the majority of the paper work. Franklin County would be the permit holder and the responsible party.

The application requested for authorization is attached.

Board Action Requested: Approval of the Application for a second reef permit and authorization for the Chairman to sign the permit application.

2. 51-6 Pine Street, Lanark Village

On or about March 2020, county staff received a complaint regarding the construction of an unpermitted enclosure and fence at the above property. There may or may not be other code violations. Shortly afterwards, staff delivered a written notice of violation, which appears to remain outstanding. On or about October 18, 2021, county staff forwarded me an email received from the complainant's attorney. I asked the building official to review the matter at 51-6 to determine whether the apparent violations had been corrected or not. I am told that the apparent violations remain. I have met with staff and at this time they believe that the matter should be referred to me for review and enforcement, if necessary. If authorized, I will first seek to have any code violations on the property brought into compliance. If the

owner refuses to correct any code violations on the property, then a court order will be sought.

Board Action Requested: Board authorization to review the apparent code violation at 51-6 Pine Street, Lanark Village, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations.

3. 1865 Highway 98, Carrabelle, Florida

This is the property next to Carrabelle RV Park and is located across the street from Carrabelle Beach that was rezoned to allow for a food truck.

I am told that code violations may exist at this location, including, but not necessarily limited to, multiple RV's on the property in a manner which appear to violate the county ordinance regulating RV's. There may or may not be other code violations

If authorized, I will first seek to have any code violations on the property brought into compliance. If the owner refuses to correct any code violations on the property, then a court order will be sought.

Board Action Requested: Board authorization to review the apparent code violation at 1865 Highway 98, Carrabelle, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations.

4. Lanark St. James Fire District

I have received two complaints alleging that Mr. David Curry has again taken up residence in the fire station for the Lanark Village St. James Fire District. The Board obtained a court order in December 2019 that Mr. David Curry could not reside at the fire station.

The Sheriff also received at least one complaint and a request that he enforce the court order. I've informed the Sheriff that the court's order does not authorize him to take enforcement action.

No enforcement action was required previously because the City of Carrabelle cut off the water and Mr. David Curry moved out.

Board Action Requested: Does the Board want me to review whether David Curry has again taken up residence in the fire station and, if so, does the Board want me to take enforcement action to have him removed pursuant to the court's order?

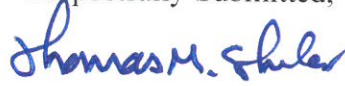
Informational Items

3. Mary Sue Richards/Kory Gordon -974 Teresa Street, Eastpoint, Florida

On November 19, 2021, Kory Gordon texted me and stated that he would not seek a special exception for a church at 974 Teresa Street, Eastpoint, FL. He also told me that he was limiting his use of the property to a single-family residence only for him and his

family. A copy of my two letters to him dated November 18th and 23rd, 2021, are attached.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Thomas M. Shuler". The signature is written in a cursive style with a large initial 'T' and a stylized 'S'.

Thomas M. Shuler

U.S. Army Corps of Engineers (USACE)
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT
33 CFR 325. The proponent agency is CECW-CO-R.

COPY

Form Approved -
OMB No. 0710-0003
Expires: 01-08-2018

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpclid.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

| | | | |
|--------------------|----------------------|------------------|------------------------------|
| 1. APPLICATION NO. | 2. FIELD OFFICE CODE | 3. DATE RECEIVED | 4. DATE APPLICATION COMPLETE |
|--------------------|----------------------|------------------|------------------------------|

(ITEMS BELOW TO BE FILLED BY APPLICANT)

| | |
|---|--|
| 5. APPLICANT'S NAME First - Ricky Middle - D Last - Jones, <i>Chairman</i> Company - Franklin County, a political subdivision of the state of Florida E-mail Address - michael@franklincountyflorida.com | 8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - William Middle - Last - Horn Company - Fish Haven Services, LLC E-mail Address - fishhaven07@gmail.com |
| 6. APPLICANT'S ADDRESS: Address- 33 Market Street, Suite 203 City - Apalachicola State - Florida Zip - 32320 Country - USA | 9. AGENT'S ADDRESS: Address- 3335 Nottingham Drive City - Tallahassee State - Florida Zip - 32312 Country - USA |
| 7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax 850-653-9783_ext 155 | 10. AGENTS PHONE NOS. w/AREA CODE a. Residence b. Business c. Fax 850-566-6176 |

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Fish Haven Services, LLC. to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

SIGNATURE OF APPLICANT

DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

| | |
|---|--|
| 12. PROJECT NAME OR TITLE (see instructions) Franklin County 30 Mile Reef, a new artificial reef permit authorization | |
| 13. NAME OF WATERBODY, IF KNOWN (if applicable) Gulf of Mexico | 14. PROJECT STREET ADDRESS (if applicable) Address offshore Franklin County in the Gulf of Mexico City - south of Apalachicola State - Florida Zip - |
| 15. LOCATION OF PROJECT Latitude: +N 29.27251 ° Longitude: +W -84.59641 ° | |
| 16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID Municipality Page 179 Section - Township - Range - | |

17. DIRECTIONS TO THE SITE

The proposed reef project is in the Gulf of Mexico, off eastern Franklin County, with the center of the site being located approximately 30.5 nautical miles on a direct bearing of 172 ° from the #9 buoy (Green) in the East Pass Channel. Additionally, the center of the site is 32.5 nautical miles on a direct bearing of 182° from the East end of Dog Island and 27.35 nautical miles on a direct bearing of 136° from Sikes Cu #1 Green buoy (Figure 2). This reef site is in federal waters about 17.7 nautical miles beyond the 9 nautical mile state waters boundary.

18. Nature of Activity (Description of project, include all features)

Franklin County is requesting a 10-year permit for a new artificial reef site off eastern Franklin County (Figure 1). The artificial reef site requested is a rectangle, 1.50 nautical mile (9,114 feet) on the north-south axis and .38 nautical mile (2,309 feet) on the east-west axis on each side, encompassing 477.87 acres of seafloor (Figure 4).

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

Authorization of a new artificial reef site with multiple deployments of approved materials in order to enhance the marine habitat in the offshore waters of the Gulf of Mexico, south of Apalachicola, Franklin County, Florida.

The primary objective of this new permit authorization is to create additional long term, stable marine habitat offshore of Franklin County. The main objective for the new Franklin County 30 Mile Reef is to create an area to deploy long term and stable artificial reef materials deeper than 60 feet of water. These reefs will be deployed and managed under the supervision of the Franklin County, the permit holder and the non-profit Apalachicola Artificial Reef Association (AARA).

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

It is anticipated that there will be several separate phases of reef deployments of approved reef materials will be made over the course of the permit depending on funding and suitable reef material availability (Figure 8). The deployments are planned to allow the new reef to meet the objectives outlined for the additional marine habitat, both biological and socioeconomic.

Twelve (12) new patch reef drop zones have been identified for the new reef materials in the site (Figure 6). It is proposed that each patch reef consists of about 300 tons of reef materials or 153 cubic yards of mainly concrete depending on the type of materials deployed. For the life of this permit, it is proposed that up to 3,600 tons of reef materials will be deployed on this site.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

| Type Amount in Cubic Yards | Type Amount in Cubic Yards | Type Amount in Cubic Yards |
|-------------------------------|-------------------------------|-------------------------------|
| concrete/steel/rock materials | 1,836 cubic yds | |

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres For the life of the permit a total area of about 34.56 acres of Gulf bottom will have new reef materials.

or

Linear Feet Twelve (12) 400 ft diameter patch reef zones.(see Attachment #1, Figure 6 for details)

23. Description of Avoidance, Minimization, and Compensation (see instructions)

The applicant is requesting a minimum navigational clearance of at least 63 feet relative to MLLW (Figure 7) in 102 feet of water. This reef is not charted on the current NOAA nautical chart for the area (Figures 1 & 2), since it is new. Reef structures selected for deployment will not have a profile greater than 39 feet tall in height to assure the 63 feet navigational clearance (Figure 7).(see Attachment #1,page 1 for details)

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address-

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

| AGENCY | TYPE APPROVAL* | IDENTIFICATION NUMBER | DATE APPLIED | DATE APPROVED | DATE DENIED |
|--------|----------------|--------------------------|--------------|---------------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF AGENT

DATE

2021-11-18

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

COPY

Law Offices of Thomas M. Shuler, P.A.

Phone: 850-653-1757

Fax: 850-653-8627

Email: mshuler@shulerlawfl.com

Mailing Address:

34-4th Street

Apalachicola, FL 32320

November 23, 2021

Kory Gordon
440 Avenue A
Eastpoint, FL 32328

Re: 974 Teresa Street, Eastpoint, FL

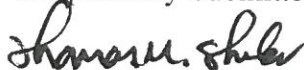
Mr. Gordon:

This will acknowledge receipt of the text message you sent to me on Friday, November 19, 2021, informing me that you have elected not to seek a zoning change at 974 Teresa Street, Eastpoint, Florida, to allow for its use as church. As I understand your position, you intended to seek a special exception at this location for a church at which scheduled services are held and at least some members live and work out of. I will notify my client of your decision.

However, since you have informed me via your November 19, 2021 text message that 974 Teresa Street, Eastpoint, FL will only be used as a single-family residence for you and your family, that would appear to resolve any question concerning the use of the property consistent with its present zoning.

Please contact me if you have any questions. If not, then I am closing my file on this matter.

Respectfully Submitted,



Thomas M. Shuler

COPY

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Mailing Address:
34th Street
Apalachicola, FL 32320

November 18, 2021

Kory Gordon
440 Avenue A
Eastpoint, FL 32328

Re: 974 Teresa Street, Eastpoint, FL

Mr. Gordon:

Thank you for speaking with me on Monday, November 15, 2021, concerning the apparent zoning code violation at 974 Teresa Street, Eastpoint, Florida, caused by the use of that location as a group home/rehab house. You have referred to this use as a church with scheduled services and individuals living and residing there, or words to that effect. The group home/rehab house is not allowed by the R4 zoning code regulating your property and its use as a church requires a special exception from the county, which you have not applied for.

You told me again that you still intend to file an application with Franklin County for a special exception allowing a church at that location.

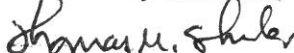
You asked what zoning categories allow churches, or words to that effect. I reviewed the zoning code and find that no zoning category allows churches as a principal use. The following zoning categories allow churches as special exceptions: R1; R1A; R2; R3; R4; R5; R6; R7; R8; C2 and C4. Your property is zoned R4. I have not performed a calculation, but I imagine that those 11 zoning categories cover a substantial portion of the non-agricultural property in unincorporated Franklin County. If you have specific questions, please refer them to the County's Planning and Zoning Director, Mr. Mark Curenton, his number is 850-653-9783.

You also asked if there was any location that the county would not oppose you, or words to that affect. While I am not entirely clear what you mean, the county has not made any decision on a request for a special exception request because you has not filed one. The only issue at this point is the apparent zoning code violation stated in paragraph one above. Based on the facts known to me, it appears that you are currently violating the zoning code for the reasons stated herein.

If you want the county to consider a special exception for a church as provided by the zoning code you will need to make a written request. The form is available on-line at <https://www.franklincountyflorida.com/wp-content/uploads/2021/09/PZA-Board-Variance-Application.pdf> or in the Planning and Zoning office located at 34 Forbes Street, Apalachicola, Florida. Although the form states it is for a variance, just state in the body of the application that it is for a special exception because the advisory board considers requests for both variances and special exceptions. The completed form is to be submitted to the Planning and Zoning Office.

I will calendar this matter for follow up in thirty days.

Respectfully Submitted,



Thomas M. Shuler

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Mailing Address:

34-4th Street

Apalachicola, FL 32320

December 3, 2021

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: December 7, 2021 Meeting

Action Items

1. Application for Reef Permit

The Board recently completed a reef permit process with the Apalachicola Reef Association for the Buddy Ward Reef.

The Apalachicola Reef Association (“ARA”) would like the Board to authorize proceeding with a second reef application located offshore in the Gulf of Mexico south of Apalachicola.

This application will mimic the first application: ARA will do all the leg work and the majority of the paper work. Franklin County would be the permit holder and the responsible party.

The application requested for authorization is attached.

Board Action Requested: Approval of the Application for a second reef permit and authorization for the Chairman to sign the permit application.

2. 51-6 Pine Street, Lanark Village

On or about March 2020, county staff received a complaint regarding the construction of an unpermitted enclosure and fence at the above property. There may or may not be other code violations. Shortly afterwards, staff delivered a written notice of violation, which appears to remain outstanding. On or about October 18, 2021, county staff forwarded me an email received from the complainant’s attorney. I asked the building official to review the matter at 51-6 to determine whether the apparent violations had been corrected or not. I am told that the apparent violations remain. I have met with staff and at this time they believe that the matter should be referred to me for review and enforcement, if necessary. If authorized, I will first seek to have any code violations on the property brought into compliance. If the

owner refuses to correct any code violations on the property, then a court order will be sought.

Board Action Requested: Board authorization to review the apparent code violation at 51-6 Pine Street, Lanark Village, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations.

3. 1865 Highway 98, Carrabelle, Florida

This is the property next to Carrabelle RV Park and is located across the street from Carrabelle Beach that was rezoned to allow for a food truck.

I am told that code violations may exist at this location, including, but not necessarily limited to, multiple RV's on the property in a manner which appear to violate the county ordinance regulating RV's. There may or may not be other code violations

If authorized, I will first seek to have any code violations on the property brought into compliance. If the owner refuses to correct any code violations on the property, then a court order will be sought.

Board Action Requested: Board authorization to review the apparent code violation at 1865 Highway 98, Carrabelle, FL and take such enforcement action as may be required, including filing a lawsuit to correct any uncorrected code violations.

4. Lanark St. James Fire District

I have received two complaints alleging that Mr. David Curry has again taken up residence in the fire station for the Lanark Village St. James Fire District. The Board obtained a court order in December 2019 that Mr. David Curry could not reside at the fire station.

The Sheriff also received at least one complaint and a request that he enforce the court order. I've informed the Sheriff that the court's order does not authorize him to take enforcement action.

No enforcement action was required previously because the City of Carrabelle cut off the water and Mr. David Curry moved out.

Board Action Requested: Does the Board want me to review whether David Curry has again taken up residence in the fire station and, if so, does the Board want me to take enforcement action to have him removed pursuant to the court's order?

Informational Items

5. Mary Sue Richards/Kory Gordon -974 Teresa Street, Eastpoint, Florida

On November 19, 2021, Kory Gordon texted me and stated that he would not seek a special exception for a church at 974 Teresa Street, Eastpoint, FL. He also told me that he was limiting his use of the property to a single-family residence only for him and his

family. A copy of my two letters to him dated November 18th and 23rd, 2021, are attached.

6. 2036 Highway 98 – Public Nuisance Abatement Lawsuit

The lawsuit was served a few months ago. The owner's son contacted me as I was entering a default against the property owner and said that he would take care of cleaning up, or words to that effect. I have given him around 60 days to do so, but nothing has happened. I've contacted him twice with no response, so I am going to proceed with the litigation.

I had hoped for voluntary compliance because there is an outstanding mortgage with a face value of \$500,000.00 and several years of delinquent taxes. I cannot amortize the debt to estimate the current balance owed on the mortgage because the public record lacks sufficient information for that calculation. I point this out because there are two components of this matter. One is the abatement of the public nuisance and hazard. The second is foreclosing on the lien to recover the County's costs it incurs to remove the rubble of the home and septic tank destroyed by Hurricane Michael in 2018. In this case, our lien will be behind the mortgage and tax certificates, so the county is unlikely to recover its costs.

Respectfully Submitted,

Thomas M. Shuler

