

EXHIBIT J

ESCROW AGREEMENT

This Escrow Agreement dated this ____ day of _____, 2022 (the “**Escrow Agreement**”), is entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL – DEPARTMENT OF LEGAL AFFAIRS, a GOVERNMENT ENTITY LOCATED IN THE UNITED STATES (“**State**”), and Wilmington Trust, National Association, as escrow agent (“**Escrow Agent**”).

RECITALS

WHEREAS, the people of the State and its communities allege that they have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain with respect to the manufacture, distribution, and dispensing of opioid products; and

WHEREAS, the State, through its Attorney General, and certain counties, cities, towns, and other municipalities, through their elected representatives and counsel, are separately engaged in litigation against many of the same Pharmaceutical Supply Chain Participants in connection with the manufacture, distribution, and dispensing of opioid products (collectively referred to as the “**Litigation**”); and

WHEREAS, certain of the Pharmaceutical Supply Chain entities have separately settled or may separately settle with the State (collectively referred to as the “**Settlements**” or individually as a “**Settlement**”) conditioned on obtaining joinder and participation in those settlements from the certain of the State’s counties, cities, towns, and other municipalities (collectively referred to as the “**Local Governments**”); and

WHEREAS, the State and its Local Governments have entered into an agreement entitled the Florida Opioid Allocation and Statewide Response Agreement (the “**Agreement**”) under which the State and its Local Governments have agreed to the allocation and distribution from the Settlements relating to the Litigation; and

WHEREAS, it is necessary for the State to enter into this Escrow Agreement with the Escrow Agent to allow for the distribution of proceeds from each of the Settlements to the Local Governments and the State pursuant to the Agreement; and

WHEREAS, the State seeks to establish this account as a Qualified Settlement Fund as that term is utilized in section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Sections 26 C.F.R. §1.468B-1 et seq.; and

WHEREAS, the State has sought and received an order from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “**Court**”) ordering the creation of this account and approving the form of this Escrow Agreement and the State is subject to continuing jurisdiction by the Court; and

WHEREAS, the State is establishing this account to resolve or satisfy one or more contested claims with respect to the manufacture, distribution, and dispensing of opioid products against Pharmaceutical Supply Chain Participants who have settled their claims against the State and/or Local Governments arising out of alleged tortious conduct and/or violations of law; and

WHEREAS, the funds placed in the account are segregated from other funds and assets belonging to the State; and

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

ARTICLE 1 ESCROW DEPOSIT

1.1. Receipt of Escrow Property.

(a) Upon execution of this Escrow Agreement by each of the parties hereto, the State shall cause funds from a Settlement in the amount of **\$683,000,000** to be deposited into a United States Dollar denominated account (the “**Escrow Account**”) established by the Escrow Agent. The Escrow Account is set forth below:

Manufacturers & Traders Trust Co.
ABA# 031100092
A/C# 155084-000
A/C Name: Florida Opioid Settlement Fund Walgreens
Attn: Global Capital Markets

(b) The Escrow Agent will hold the deposit and any subsequent deposits in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom (the “**Escrow Property**”), in escrow upon the terms and conditions set forth in this Escrow Agreement and shall not disburse funds from the Escrow Account except as provided herein.

(c) The State may further request that Escrow Property in the Walgreens Account be further subdivided into sub-accounts within the Walgreens Account in accordance with the State’s settlement agreement with Walgreen Co. (the “Walgreens Agreement”). The State shall provide directions prior to or soon after deposit on how Escrow Property shall be subdivided. The State may adjust or transfer Escrow Property between sub-accounts within the Walgreens Account after receipt consistent with the terms of the Walgreens Agreement. Based on the Walgreens Agreement it is expected that the Walgreens Account may be divided into five sub-accounts: (1) a State sub-account; (2) a city/county or subdivision sub-account; (3) an abatement sub-account; (4) a State attorney’s fees and costs sub-account; and (5) a Local Government attorney’s fee and costs sub-account.

1.2. Investments.

(a) The Escrow Agent shall invest the Escrow Property in accordance with the written instructions provided to the Escrow Agent and signed by the State in such investments (i) as shall from time to time be selected by the State and (ii) be investments the Escrow Agent is able to hold. In all events, the proceeds shall be managed in a manner designed to preserve principal and accrue income by investing in instruments/securities comprised of (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts, and certificates of deposit subject to Federal Depository Insurance Corporation protections as available. In the absence of written investment instructions from the State, the Escrow Agent shall hold the Escrow Property un-invested, without interest thereon. For the avoidance of doubt, any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 below. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected

funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) In the event that market conditions are such that negative interest applies to amounts deposited with the Escrow Agent, the State shall be responsible for the payment of such interest and the Escrow Agent shall be entitled to deduct from amounts on deposit with it an amount necessary to pay such negative interest. For the avoidance of doubt, the indemnification protections afforded to the Escrow Agent under Section 3.1 of this Agreement shall cover any interest-related expenses (including, but not limited to, negative interest) incurred by the Escrow Agent in the performance of its duties hereunder.

1.3. Disbursements.

(a) The State shall provide direction to Escrow Agent of any disbursement of Escrow Property and all directions shall be in writing (a “Written Direction” and as used herein, the term “Written Direction” may refer, variably, to a writing substantially in the form of either Exhibit “A-1” or Exhibit “A-2,” as the context may require). It is expected that disbursements of Escrow Property will happen periodically depending on the terms of the Settlements. It is expected that at least two disbursements will be made in the first calendar year of the Escrow Agreement.

(b) In the event that Escrow Agent makes any payment to any other party pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient shall repay to the Escrow Agent upon written request the amount so paid to it.

(c) The Escrow Agent shall, in its sole discretion, comply with judgments or orders issued or process entered by any court with respect to the Escrow Property, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter and in accordance with its normal business practices. If the Escrow Agent complies with any such judgment, order or process, then Escrow Agent shall not be liable to the State or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order or process.

(d) The State understands and agrees that the Escrow Agent shall have no obligation or duty to act upon a Written Direction delivered to the Escrow Agent for the disbursement of Escrow Property under this Escrow Agreement if such Written Direction is not (i) in writing, (ii) signed by, in the case of the State, any individual designated by the State on Exhibit B hereto (each such individual an “**Authorized Representative**”), and (iii) delivered to, and able to be authenticated by, the Escrow Agent in accordance with Section 1.5.

(e) Upon request, the Escrow Agent will furnish monthly statements to the State setting forth the activity in the Escrow Account. Upon request by the State, the Escrow Agent will furnish monthly statements to Walgreens setting forth the activity in the Walgreens Account (including all constituent sub-accounts of the Walgreens Account). the Escrow Agent will furnish monthly statements to that Pharmaceutical Supply Chain Participant setting forth the activity in that Pharmaceutical Supply Chain Participant's Sub-Fund (including all constituent sub-funds of that Sub-Fund) within the Escrow Account.

(f) The State may specify in a Written Direction whether the Escrow Property shall be disbursed by way of wire transfer or check. If the written notice for the disbursement of funds does not so specify the disbursement means, the Escrow Agent may disburse the Escrow Property by any means chosen by the Escrow Agent.

1.4. Written Direction and Other Instruction.

(a) With respect to any Written Direction or any other notice, direction or other instruction required to be delivered by the State to the Escrow Agent under this Escrow Agreement, the Escrow Agent is authorized to follow and rely upon any and all such instructions given to it from time to time if the Escrow Agent believes, in good faith, that such instruction is genuine and to have been signed by an Authorized Representative of the State. The Escrow Agent shall have no duty or obligation to verify that the person who sent such instruction is, in fact, a person duly authorized to give instructions on behalf of the State, other than to verify that the signature of the Authorized Representative on any such instruction appears to be the signature of such person. The State acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent, and that there may be more secure methods of transmitting instructions other than the method selected by the State. The Escrow Agent shall have no responsibility or liability for any loss which may result from:

(i) any action taken or not taken by the Escrow Agent in good faith reliance on any such signatures, telephonic and email confirmations or instructions;

(ii) the State's reliance upon or use of any particular method of delivering instructions to the Escrow Agent, including the risk of interception of such instruction and misuse by third parties; or

(iii) any officer or Authorized Representative named in an incumbency certificate or Exhibit B delivered hereunder prior to actual receipt by the Escrow Agent of a more current incumbency certificate or an updated Exhibit B and a reasonable time for the Escrow Agent to act upon such updated or more current certificate or Exhibit.

(b) The State may, at any time, update Exhibit B by signing and submitting to the Escrow Agent an updated Exhibit. An updated Exhibit B shall constitute a Written Direction that is subject to the authentication and security requirements set forth in Section 1.5 below. Any updated Exhibit shall not be effective unless the Escrow Agent countersigns a copy thereof. The Escrow Agent shall be entitled to a reasonable time to act to implement any changes on an updated Exhibit.

1.5. Delivery and Authentication of Written Direction.

(a) A Written Direction must be delivered to the Escrow Agent by one of the delivery methods set forth in Section 4.3.

(b) The State and the Escrow Agent hereby agree that the following security procedures will be used to verify the authenticity of a Written Direction delivered by the State to the Escrow Agent under this Escrow Agreement:

(i) The Written Direction must include the name and signature of the person delivering the disbursement request to the Escrow Agent. The Escrow Agent will check that the name and signature of the person identified on the Written Direction appears to be the same as the name and signature of an Authorized Representative;

(ii) The Escrow Agent will make a telephone call to the Authorized Representative purporting to deliver the Written Direction (which Authorized Representative shall be the same as the Authorized Representative who delivered the Written Direction) at any telephone number for such Authorized Representative as set forth on Exhibit B, as applicable, to obtain oral confirmation of delivery of the Written Direction; and

(iii) If the Written Direction is sent by email to the Escrow Agent, the Escrow Agent also shall review such email address to verify that it appears to have been sent from an email address for an Authorized Representative as set forth on Exhibit B, or from an email address for a person authorized under Exhibit B, to email a Written Direction to the Escrow Agent on behalf of the Authorized Representative).

(c) The State acknowledges and agrees that given its particular circumstances, including the nature of its business, the size, type and frequency of its instructions, transactions and files, internal procedures and systems, the alternative security procedures offered by the Escrow Agent and the security procedures in general use by other customers and banks similarly situated, the security procedures set forth in this Section 1.5 are a commercially reasonable method of verifying the authenticity of a payment order in a Written Direction.

(d) The Escrow Agent is authorized to execute and the State expressly agrees to be bound by any payment order in a Written Direction issued in its name (and associated funds transfer) (i) that is accepted by the Escrow Agent in accordance with the security procedures set forth in this Section 1.5, whether or not authorized by the State and/or (ii) that is authorized by or on behalf of the State or for which the State is otherwise bound under the law of agency, whether or not the security procedures set forth in this Section 1.5 were followed, and to debit the Escrow Account for the amount of the payment order. Notwithstanding anything else, the Escrow Agent shall be deemed to have acted in good faith and without negligence, gross negligence or misconduct if the Escrow Agent is authorized to execute the payment order under this Section 1.5. Any action taken by the Escrow Agent pursuant to this Section 1.5 prior to the Escrow Agent's actual receipt and acknowledgement of a notice of revocation, cancellation or amendment of a Written Direction shall not be affected by such notice of revocation, cancellation or amendment of a Written Direction.

(e) The security procedures set forth in this Section 1.5 are intended to verify the authenticity of payment orders provided to the Escrow Agent and are not designed to, and do not, detect errors in the transmission or content of any payment order. The Escrow Agent is not responsible for detecting an error in the payment order, regardless of whether the State believes the error was apparent, and the Escrow Agent is not liable for any losses arising from any failure to detect an error.

(f) When instructed to credit or pay a party by both name and a unique numeric or alpha-numeric identifier (e.g. ABA number or account number), the Escrow Agent, and any other banks participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party

different than the party named. The State agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Escrow Agent hereunder.

(g) The Escrow Agent shall not be obliged to make any payment requested under this Escrow Agreement if it is unable to validate the authenticity of the request by the security procedures set forth in this Section 1.5. The Escrow Agent's inability to confirm a payment order may result in a delay or failure to act on that payment order. Notwithstanding anything else in this Escrow Agreement, the Escrow Agent shall not be required to treat a payment order as having been received until the Escrow Agent has authenticated it pursuant to the security procedures in this Section 1.5 and shall not be liable or responsible for any losses arising in relation to such delay or failure to act.

1.6. Income Tax Allocation and Reporting.

(a) The Escrow Account shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1. The State and Escrow Agent, in cooperation with settling Pharmaceutical Supply Chain Participants shall jointly and timely take such actions as necessary or advisable to qualify the Escrow Account as a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1 and fulfill the requirements of such Treasury Regulation, including making a "relation-back election" under Treas. Reg. § 1.468B-1(j)(2), if applicable, to the earliest permitted date. If applicable, Settlement Fund Administrator (as defined below) will prepare, or cause to have prepared, the "relation-back election" pursuant to Treas. Reg. § 1.468B-1(j)(2) for execution by the relevant settling Pharmaceutical Supply Chain Participants and the State and attach to it the Escrow Account's first income tax return. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Escrow Account shall be Wilmington Trust National Association as the settlement fund administrator (the "Settlement Fund Administrator") and Settlement Fund Administrator shall take all actions to ensure that the Settlement Fund Administrator qualifies as such. Settlement Fund Administrator shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required or advisable under Treas. Reg. § 1.468B-1. Settlement Fund Administrator will obtain an employer identification number for the Escrow Account and timely prepare, or cause to have prepared, a "Regulation Section 1.468B-3 Statement" pursuant to Treas. Reg. § 1.468B-3(e) on behalf of the settling Pharmaceutical Supply Chain Participants and provide copies to each settling Pharmaceutical Supply Chain Participant's counsel for review and approval. Settlement Fund Administrator shall timely and properly prepare and file any informational and other tax returns (including state, local or foreign) necessary or advisable with respect to the Escrow Account and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable Treas. Reg. § 1.468B-2(1).

(b) Prior to the execution of this Escrow Agreement, or within two days thereafter, the State shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate IRS form W-9 and such other forms and documents that the Escrow Agent may request. The State understands that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. Settlement Fund Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. No settling Pharmaceutical Supply Chain Participant nor their respective counsel shall have any liability or

responsibility for taxes or tax expenses, for preparing (or paying for others to prepare) tax returns, tax reports, or calculation of any tax payments, or for obtaining or maintaining the tax status desired for the Escrow Account. If any portion of the Escrow Account is returned to a settling Pharmaceutical Supply Chain Participant pursuant to the terms of a Settlement, that settling Pharmaceutical Supply Chain Participant shall provide Escrow Agent with a properly completed IRS Form W-9.

1.7. Termination. This Escrow Agreement shall terminate on December 31, 2039, at which time the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 (Disbursements) and this Escrow Agreement shall be of no further force and effect, except that the provisions of Sections 1.6 (Tax Allocation and Reporting), and 3.2 (Limitation of Liability) hereof shall survive termination.

ARTICLE 2

DUTIES OF THE ESCROW AGENT

2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties expressly and specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to the State or any other person under this Escrow Agreement or otherwise. The Escrow Agent will not be responsible or liable for the failure of the State to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the parties and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent acts hereunder as escrow agent only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof. The Escrow Agent shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Escrow Property, written instructions, or any other documents in connection therewith, and will not be regarded as making nor be required to make, any representations thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement, any other agreement or otherwise.

All rights, protections, privileges, indemnities and benefits granted or afforded the Escrow Agent under this Agreement shall be deemed applicable to all actions taken, suffered or omitted by the Settlement Fund Administrator under this Agreement. Additionally, information provided to Wilmington Trust in its capacity as Escrow Agent will not be imputed to be known by the Settlement Fund Administrator unless Wilmington Trust in that capacity has been made aware of such information as well.

2.2. Rights of the Escrow Agent. No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent shall be protected in acting upon any written instruction,

notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement, provided that the Escrow Agent complies with the security procedures governing written instructions set forth in Section 1.5 above.

2.3. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees and shall not be responsible for the acts or omissions of such agents, representatives, attorneys, custodians or nominees appointed with due care.

2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

ARTICLE 3

PROVISIONS CONCERNING THE ESCROW AGENT

3.1. Indemnification. The Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of the parties hereunder. The terms of this paragraph shall survive termination of this Escrow Agreement.

3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ESCROW AGREEMENT, THE ESCROW ACCOUNT, THE ESCROW PROPERTY, OR THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE, OR WILLFUL MISCONDUCT, (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION, OR (III) ANY AMOUNT IN EXCESS OF THE VALUE OF THE ESCROW PROPERTY.

3.3. Resignation or Removal. The Escrow Agent may, at any time, resign as escrow agent hereunder by furnishing written notice of its resignation to the State. At such time, all fees and expenses to which the Escrow Agent is entitled shall be immediately due and payable to Escrow Agent. The State may remove the Escrow Agent by furnishing to the Escrow Agent a written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the State, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the State has failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent shall be entitled, at its sole

discretion and at the expense of State, to petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the State.

3.4. Compensation. (a) The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid by the State. Such compensation is intended for the Escrow Agent's services as contemplated by this Escrow Agreement. In addition to such compensation, in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, then the Escrow Agent shall be compensated for such extraordinary services and any services or work performed by Escrow Agent in connection with any delay, controversy, and reimbursed for all costs and expenses.

The terms of this Section 3.4 shall survive termination of this Escrow Agreement.

3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, refuse to act until the Escrow Agent (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Escrow Property or (b) receives a written instruction, executed by each of the parties involved in such disagreement or dispute, in a form reasonably acceptable to the Escrow Agent, directing delivery of the Escrow Property. The Escrow Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Escrow Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Escrow Agent will be relieved of all liability as to the Escrow Property and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. In the event the Escrow Agent receives conflicting instructions hereunder, the Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of the Escrow Agent.

3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to the State or to any other person, firm or corporation, should, by reason of

such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

3.8. Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities including but not limited to, computer (hardware or software), payment systems, or communications services; hacking, cyber-attacks or other unauthorized infiltration of Escrow Agent's information technology infrastructure; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

3.9. Compliance with Legal Orders. The Escrow Agent shall be entitled to consult with legal counsel in the event that a question or dispute arises with regard to the construction of any of the provisions hereof, and shall incur no liability to the State premised on the contention that the Escrow Agent should not have sought or relied on the advice of counsel.

3.10. No Financial Obligation. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security which it deems, in its sole and absolute discretion, to be satisfactory.

ARTICLE 4 MISCELLANEOUS

4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the State and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the State and the Escrow Agent shall be binding unless and until written notice of such assignment shall be delivered to the other party and the Escrow Agent and shall require the prior written consent of the other party and the Escrow Agent (such consent not to be unreasonably withheld).

4.2. Escheat. The State is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the State or any other party, should any or all of the Escrow Property escheat by operation of law.

4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, (iv) by mail or by certified mail, return receipt requested, and postage prepaid, or (v) by electronic transmission; including by way of e-mail (as long as such email is accompanied by a PDF or similar version of the relevant document bearing the signature of an Authorized Representative for the party sending the notice) with email confirmation of receipt. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the State to notify the Escrow Agent in writing of any name or

address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to the State:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: John Guard, Chief Deputy Attorney General
Telephone: (850) 544-8303
Facsimile:
Email address: john.guard@myfloridalegal.com

With a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Sabrina Donovan, Director of Administration
Telephone: (850) 414-3535
Facsimile:
Email address: sabrina.donovan@myfloridalegal.com

And a copy to:

STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, FL 32399-1050
Attention: Greg Slemple, Senior Assistant Attorney General
Telephone: (850) 414-3300
Facsimile:
Email address: greg.slemple@myfloridalegal.com

And a copy to:

Drake Martin
Drake Martin Law Firm
PO Box 4787
Santa Rosa Beach, FL 32459-4787
Telephone: (850) 608-3140
Facsimile:
Email address: drake@drakemartinlawfirm.com

And a copy to:

Michael J. Freeman
104 Wilmot Road, MS#144Q
Deerfield, IL 60015
michael.j.freeman@walgreens.com

If to the Escrow Agent:

Wilmington Trust, National Association
Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890
Attn: Beth Andrews

Telephone: (302) 636-6680
Email address: bandrews@wilmingtontrust.com

4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any laws relating to choice of laws (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.5. Venue. The State and the Escrow Agent hereby consent to the exclusive personal jurisdiction of the courts located in **New Castle County in the State of Delaware** in the event of a dispute arising out of or under this Escrow Agreement. The State and the Escrow Agent hereby irrevocably waives any objection to the laying of the venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in such suit, action or proceeding.

4.6. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property and supersedes all prior agreements and understandings, oral or written. If a court of competent jurisdiction declares a provision invalid, it will be ineffective only to the extent of the invalidity, so that the remainder of the provision and Escrow Agreement will continue in full force and effect. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Agreement, as with respect to the rights of the State and the Local Governments, the terms of the Agreement shall control and prevail; provided, in no event shall the Escrow Agent be bound by the terms of the Agreement. This Escrow Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies.

4.7. Amendment. This Escrow Agreement may be amended, modified, supplemented, superseded, rescinded, or canceled only by a written instrument executed by the State and the Escrow Agent; provided that Exhibit B, as applicable, may be amended at any time in accordance with Section 1.4.

4.8. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

4.9. Interpretation. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement. Unless otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Any references to an Exhibit is a reference to an Exhibit of this Escrow Agreement.

4.10. Electronic Signatures; Facsimile Signatures; Counterparts. This Escrow Agreement may be executed in one or more counterparts. Such execution of counterparts may occur by manual signature, electronic signature, facsimile signature, manual signature transmitted by means of facsimile transmission or manual signature contained in an imaged document attached to an email transmission, and any such execution that is not by manual signature shall have the same legal effect, validity and enforceability as a manual signature. Each such counterpart executed in accordance with the foregoing shall be deemed an original, with all such counterparts together constituting one and the same instrument. The exchange of

executed copies of this Escrow Agreement or of executed signature pages to this Escrow Agreement by electronic transmission, facsimile transmission or as an imaged document attached to an email transmission shall constitute effective execution and delivery hereof. Any copy of this Escrow Agreement which is fully executed and transmitted in accordance with the terms hereof may be used for all purposes in lieu of a manually executed copy of this Escrow Agreement and shall have the same legal effect, validity and enforceability as if executed by manual signature.

4.11. Waiver of Jury Trial. **THE STATE HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

STATE

By: _____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____
Name:
Title:
Date:



EXHIBIT A-1
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal A hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), as follows:

Amount:	
Beneficiary Bank Name:	
Beneficiary Bank Address Line 1:	
Beneficiary Bank Address Line 2:	
Beneficiary Bank Address Line 3:	
ABA#:	
SWIFT#:	
Beneficiary Account Title:	
Beneficiary Account No./IBAN:	
Beneficiary Address Line 1:	
Beneficiary Address	



Line 2:	
Beneficiary Address	
Line 3:	
Additional Information:	

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____
Name:
Title:
Date:



EXHIBIT A-2
Form of Written Direction

VIA [DELIVERY METHOD]:

[date]

Wilmington Trust, National Association
[Corporate Client Services
1100 N. Market Street
Wilmington, DE 19890]
Attention: [name]

Re: Escrow Account No.: [##], [escrow account name]

Ladies and Gentlemen:

Reference is made to the Escrow Agreement, dated as of _____, 20__ entered into by and among STATE OF FLORIDA, OFFICE OF ATTORNEY GENERAL- DEPARTMENT OF LEGAL AFFAIRS (“**State**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as escrow agent (the “**Escrow Agent**”). Capitalized terms defined in the Escrow Agreement shall have the same meanings when used herein. This letter is a Written Direction referred to in Section 1.3(a) of the Escrow Agreement.

The State of Florida, Office of Attorney General- Department of Legal Affairs hereby instructs the Escrow Agent to release the funds in the Escrow Account in the amounts, and to the account(s), according to the attached spreadsheet.

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

By: _____

Name:

Title:

Date:



[SEE ATTACHED]

EXHIBIT B

**CERTIFICATE AS TO AUTHORIZED SIGNATURES
OF THE STATE**

The State hereby designates each of the following persons as its Authorized Representative for purposes of this Escrow Agreement, and confirms that the title, contact information and specimen signature of each such person as set forth below is true and correct. Each such Authorized Representative is authorized to initiate and approve transactions of all types for the Escrow Account established under this Escrow Agreement to which this Exhibit B is attached, on behalf of the State.

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:
E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

Name (print):	
Specimen Signature:	
Title:	
Telephone Number (required): <i>If more than one, list all</i>	Office: Cell: Home: Other:



E-mail (required): <i>If more than one, list all</i>	Email 1: Email 2:
Facsimile:	

COMPLETE BELOW TO UPDATE EXHIBIT B

If the State wishes to change the names or details of any of its Authorized Representatives, the State must complete, sign and send to Escrow Agent an updated copy of this Exhibit B-1 with such changes. Any updated Exhibit B shall be effective once signed by the State and Escrow Agent and shall entirely supersede and replace any prior Exhibit B attached to this Escrow Agreement or submitted to Escrow Agent.

STATE

By: _____
Name:
Title:
Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: _____
Name:
Title:
Date:

Internal Use Only:

- ☐ Updated details of Authorized Representatives completed in full
- ☐ Signed by a representative of the State per relevant board resolutions/certificate of incumbency on file (if relevant).
- ☐ Call-back performed to the State to confirm authenticity of updated Exhibit B:

Person Called: _____ Date of Call: _____ Time of Call: ____ am/pm

Reviewed by (name): _____ Signature: _____ Date: _____



EXHIBIT C

Fees of Escrow Agent

Acceptance Fee:

waived

Initial Fees as they relate to Wilmington Trust, N.A. acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account(s). **Acceptance Fee payable prior to, or within one business day after, the Escrow Agreement is executed by all parties.**

Escrow Agent Administration Fee:

\$10,000.00

For ordinary administrative services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wire and check processing); monitoring claim notices pursuant to the agreement; disbursement of funds in accordance with the agreement; and mailing of trust account statements to all applicable parties. This fee shall be payable annually.

Disbursement Fee:

Initial disbursement by wire:	\$100/disbursement
Initial disbursement by check:	\$75/disbursement
For each subsequent disbursement to an existing payee:	\$40/disbursement

Wilmington Trust, N.A.'s fees are based on the following assumptions:

- Number of Escrow Accounts to be established: One (1)
- Estimated Term of Escrow Agreement: TBD
- Investment of Escrow Property in: TBD

Out-of-Pocket Expenses:

Billed At Cost

EXHIBIT K
PAYMENT SCHEDULE

Payment #	Payment Amount	Due Date
Payment #1	\$97,444,444.44	Per Section C.1.(a) of the Settlement Agreement, the first installment of the Remediation Payment \$34,444,444.44) shall be paid on the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) Walgreens has received an IRS Form W-9 and wire instructions for the Qualified Settlement Fund. The Litigation Costs Payments (\$63,000,000) shall be made on that date except as otherwise ordered by the Court.
Payment #2	\$34,444,444.44	July 1, 2023
Payment #3	\$34,444,444.44	July 1, 2024
Payment #4	\$34,444,444.44	July 1, 2025
Payment #5	\$34,444,444.44	July 1, 2026
Payment #6	\$34,444,444.44	July 1, 2027
Payment #7	\$34,444,444.44	July 1, 2028
Payment #8	\$34,444,444.44	July 1, 2029
Payment #9	\$34,444,444.44	July 1, 2030
Payment #10	\$34,444,444.44	July 1, 2031
Payment #11	\$34,444,444.44	July 1, 2032
Payment #12	\$34,444,444.44	July 1, 2033
Payment #13	\$34,444,444.44	July 1, 2034
Payment #14	\$34,444,444.44	July 1, 2035
Payment #15	\$34,444,444.44	July 1, 2036
Payment #16	\$34,444,444.44	July 1, 2037
Payment #17	\$34,444,444.44	July 1, 2038
Payment #18	\$34,444,444.44	July 1, 2039

*This is subject to modification pursuant to Section 20 of the Settlement Agreement and Release. In accordance with Section 20, any reduction in the payment period thereunder shall result in a net-present-value reduction to the Remediation Payment calculated at eight percent (8%) per annum.



Second Harvest Food Bank

Overview of Services Provided to Citizens of Franklin County

Second Harvest's Mission

Our Mission:

To advance change by feeding the hungry and educating and engaging the community in the fight to end hunger.

Our Vision: A hunger-free Florida Big Bend



Second Harvest, Feeding America and Feeding Florida

- ▶ **Feeding America** is the largest hunger relief organization in the US; with 200+ member food banks nationwide
- ▶ **Feeding Florida** is a partner association of Feeding America, with 12 member food banks statewide, providing food to 3.1 million Floridians
- ▶ **Second Harvest** is one of three Feeding Florida food banks designated for disaster response
- ▶ **Second Harvest** has been serving the Big Bend for 40 years!



WHO Do We Serve?

Our 11-County Service Area:

From our 41,000 square-foot warehouse in Tallahassee, we serve 11 counties in the Big Bend. Our fleet traveled **127,000 miles** last year —more than five trips around the earth—to deliver food to our neighbors in need.

FEEDING 11 COUNTIES
IN NORTH FLORIDA'S BIG BEND

Jackson, Calhoun, Gulf, Liberty, Franklin,
Gadsden, Leon, Wakulla, Jefferson
Madison, Taylor

HOW Do We Serve?

Food Distribution Model

- ▶ In 2021, Second Harvest food bank distributed **13.8 million** pounds of food and other vital resources in our service area, including **739,271 pounds in Franklin County!**

***Fiscal Impact: \$1,811,214** (616,059 meals X \$2.94/meal)

How Do We Do This?

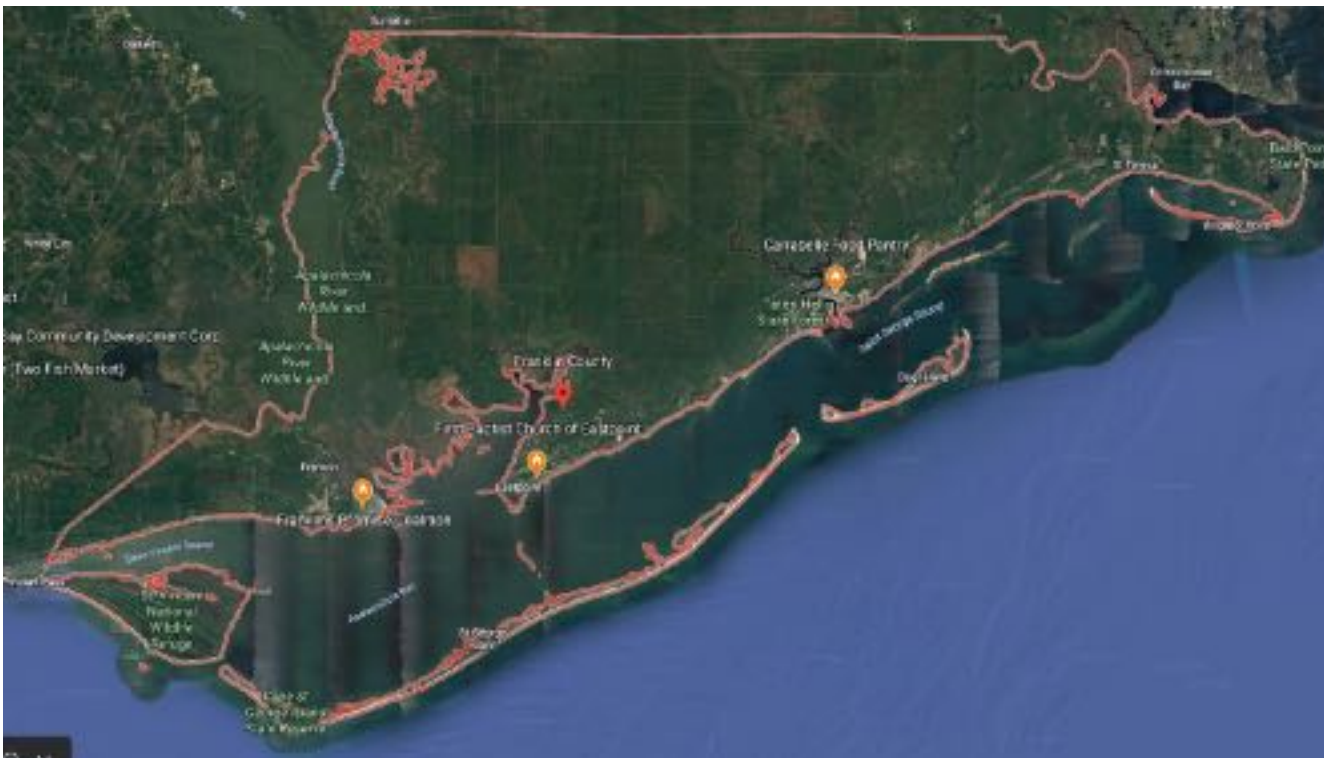
- #1 Partner Agencies**—food pantries which are community partners and serve as the arms for our food bank, distributing food directly to the community. This is our primary method of distribution.
- #2 Mobile Pantries**—conducted in partnership with a community partner/organization, including neighborhood-level distributions in underserved areas
- #3 Programs** designed to serve specific populations (children, seniors, homeless, etc.); which are funded by donations, grants and/or state and federal funding

**Source: Feeding America Map the Meal Gap*

Three Partner Pantries in Franklin County:

<https://fightinghunger.org/find-a-food-pantry/>

- ➡ Carrabelle Food Pantry, Carrabelle
- ➡ First Baptist Church, Eastpoint
- ➡ Franklin's Promise Coalition, Apalachicola



Find Food Now – Visit a Food Pantry

Option One: Locate by Address or Zip Code

fightinghunger.org



Search Location

✕ 🔍

County

Franklin County ▼

Resource Finder: 1

First Baptist Church Eastpoint

- 447 Avenue A
Eastpoint, FL, 32328
- (850)653-5040
- Franklin County

Every Saturday

8am – 10am

[Directions](#) 55.81 Miles

[View Site](#)

Map **Satellite**

[Reset Map](#)

Find Food Now – Visit a Food Pantry

Option Two: Search by County

fightinghunger.org



Calhoun **Franklin** Gadsden Gulf Jackson Jefferson Leon Liberty Madison Taylor Wakulla

Agency Name	Address	City	Zip Code	Main Contact	Phone Number	Distribution Days	Distribution Hours
Carrabelle Food Pantry	102 NE Ave B.	Carrabelle	32322	Tom Hummel	(612)209-1025	Every Thursday	10am – 12pm
First Baptist Church Eastpoint	447 Avenue A.	Eastpoint	32328	Evelyn Carroll	(850)653-5040	Every Saturday	8am – 10am
Franklins Promise Coalition	192 14th Street, Suite 301	Apalachicola	32320	Lori Switzer	(850)653-3930	1st and 3rd Tuesday	9:30am – 12pm

Second Harvest's partner pantries currently offer 10 food pantry distributions every month in Franklin County.

Second Harvest Program Currently Serving Franklin County

Mobile Pantry Program

Mobile pantries are Second Harvest distributions funded by grants and donations and are conducted jointly with one of our Agency Partners or Community organizations. These events often are conducted in a church or nonprofit's parking lot at an announced date and time. Between 100 and 500 people are typically served; receiving food distributions including dry goods, fresh produce and frozen meat.

Mobile pantries are being conducted in Franklin County every other month:

- June 23: Carrabelle Food Pantry

To see full mobile pantry details weekly, visit <https://fightinghunger.org/>

Food Insecurity in Franklin County:

- ▶ 16% of population is food insecure

Source: (Feeding America Data 2021)

- ▶ 1,860 food insecure people

Source: (Feeding America Data 2021)

- ▶ All or 1,213 children eligible for free lunch

Source: (FDACS October Data 21-22)

- ▶ Top food insecure zip codes are 32320, 32328, 32322

Source: (FDACS Meal Gap Report 2020- Summer BreakSpot)

The Bigger Picture: According to the United Way's **ALICE® Report**, 35% of Franklin County families live **paycheck-to-paycheck—on the threshold of poverty**. ALICE® refers to the Asset Limited, Income Constrained, Employed population.

Additional Opportunities for Franklin County Citizens:

Child Nutrition Programs

BackPack Program

- ▶ Our BackPack Program provides children with a bag of food each Friday during the school year to ensure their nutritional needs are met over the weekend.

Summer BreakSpot

- ▶ Our Summer BreakSpot (aka Summer Food Service) Program provides a free, nutritious meal and snack at sponsored sites to children who might otherwise go hungry during the summer months.

School Pantry Program

- ▶ Our School Pantry Program provides the entire family a bag or box of food, built by the participating school, to last them from a week to a month.

Kids Café Program

- ▶ Our Kids Café Program helps bridge the gap for children who receive most of their meals from school and may not have a nutritious dinner when they go home.

Additional Opportunities for Franklin County Citizens:

Family Nutrition Programs

New Partner Agency Food Pantries

- ▶ The majority of our partners are food pantries that serve families in their communities via drive-through distributions, walk-in pantries, and direct deliveries. Currently we have three Partner Pantries in Franklin County.

High Risk/Homeless Organizations

- ▶ Part of our network are high-risk and homeless organizations, including soup kitchens, residential facilities, children's homes, outreach programs, veteran's programs, rehab facilities and re-entry programs.

Additional Opportunities for Franklin County Citizens:

Family Nutrition Programs

Hope 24/7 Grocery Locker Program

- ▶ This is a commercial grade food locker which allows families to access foods such as produce, dairy, meat, grains, and other shelf-stable items at their own convenience. This system will alleviate the requirement of having to attend a pantry at set hours or wait in a drive through distribution. These “no contact” lockers are an innovative solution for a safe and convenient way to distribute food to the community.
- ▶ No locations in Franklin County; sponsors welcomed.



Additional Opportunities for Franklin County Citizens:

Senior Nutrition Programs

Senior Grocery Program

- ▶ Through the Senior Grocery Program, we help feed low-income seniors in our community at the end of the month when their financial resources have been exhausted. Currently, the program provides food including cereal, canned fruits and vegetables, proteins and grains, fresh bread and produce.



Developing New Franklin County Partnerships:

Do you know of a church, shelter, senior center, educational institution or other social services agency that may be interested in becoming a Second Harvest Partner Agency?

Do you know of a business or organization that may be interested in sponsoring mobile food distributions, child or senior programs, or a grocery locker?

Partnership Inquiries:

Reach out to our Programs Manager,
Sam Daniels:

Sam@FightingHunger.org

(850) 562-3033 ext. 214





THE APALACHICOLA BAY SYSTEM INITIATIVE (ABSI)



Apalachicola Bay Oyster Restoration Phase II Data Workshop

S. Brooke, J. Trexler, T. Stewart-Merrill, J. Breithaupt, A. Shantz

Page 297

ABSI funding is provided by Triumph Gulf Coast Inc. and Florida State University

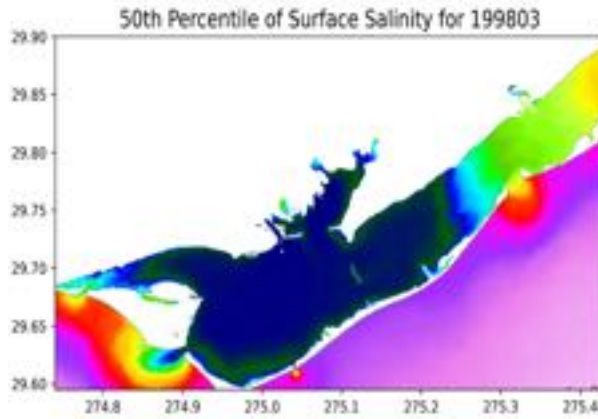
Restoration Experiments

*Objective: Identify **optimal location, materials and configuration** for restoration success*

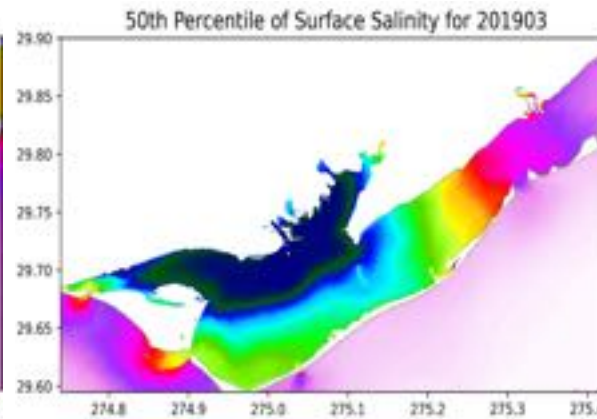


Identify best location - water

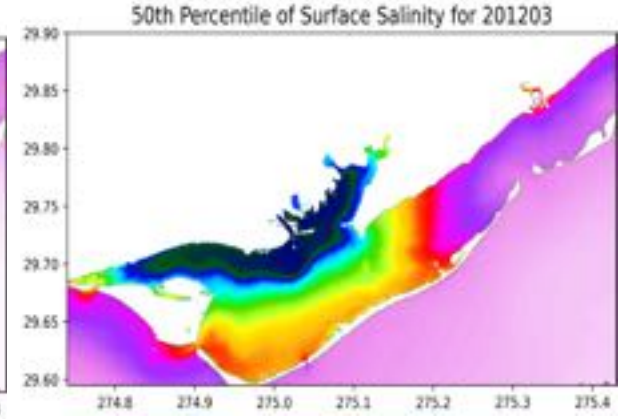
Wet (1998)



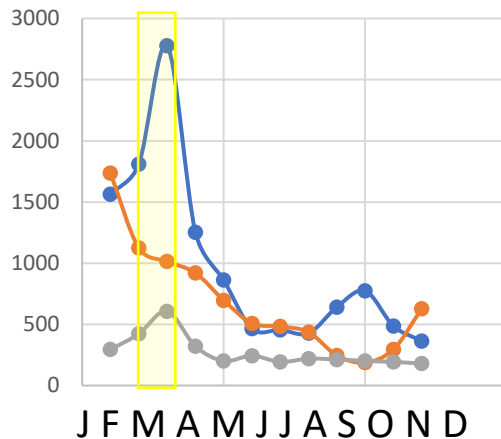
Normal (2019)



Dry (2012)



River Discharge (m^3/s)



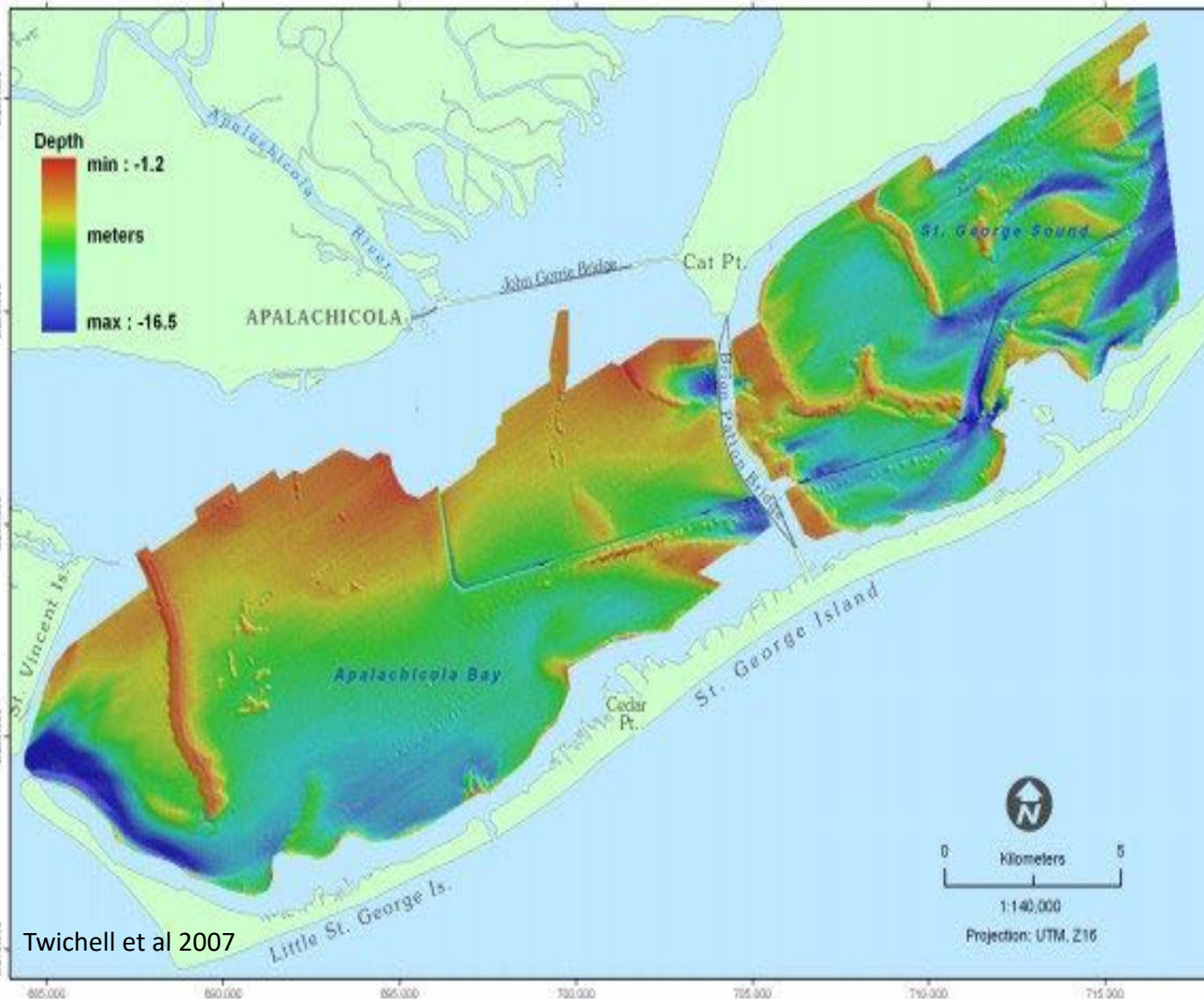
Using 'Tupelo' model we found that timing of release matters a lot

- Winds out of the West in spring retains freshwater in the Bay for several weeks
- Winds out of the East in summer/fall quickly pushes it out of the Bay
- Starting larval dispersal model

—●— 1998-wet —●— 2019-normal —●— 2012-dry

Identify best location – habitat

Sub-tidal mapping – how much oyster habitat is out there



Broadscale mapping
updated by FWC

ABSI high-resolution
mapping in priority
areas

Use reef master to
identify different
habitat types from the
sonar data.

Identify best location – predictive habitat model

Models will be run under current and projects climate scenarios

Environmental Variables

Salinity
Temperature
Current Direction
Current Velocity
Exposure
Substrate Type
Nutrient content
Sea Level Height
pH
Dissolved Oxygen
Precipitation

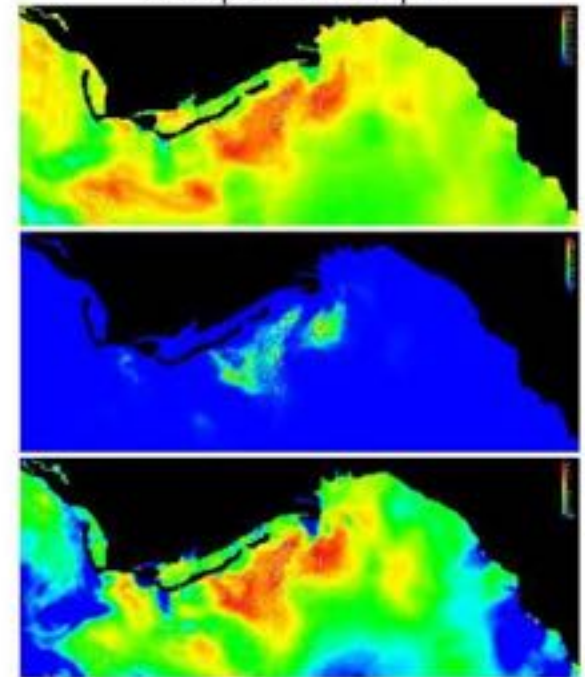
+

Observed Presence/Absence Data



Statistical Analysis (Models)

Example HSM output



Identify best location

Survey oyster populations

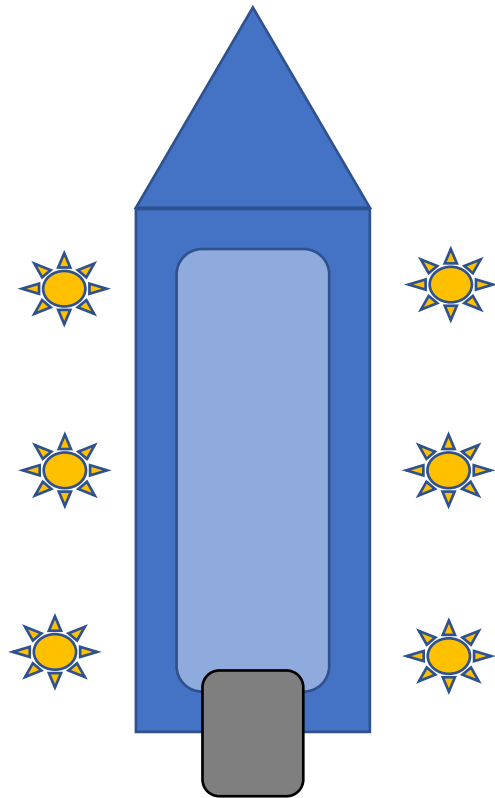
Subtidal surveys using tongs

6 samples per site

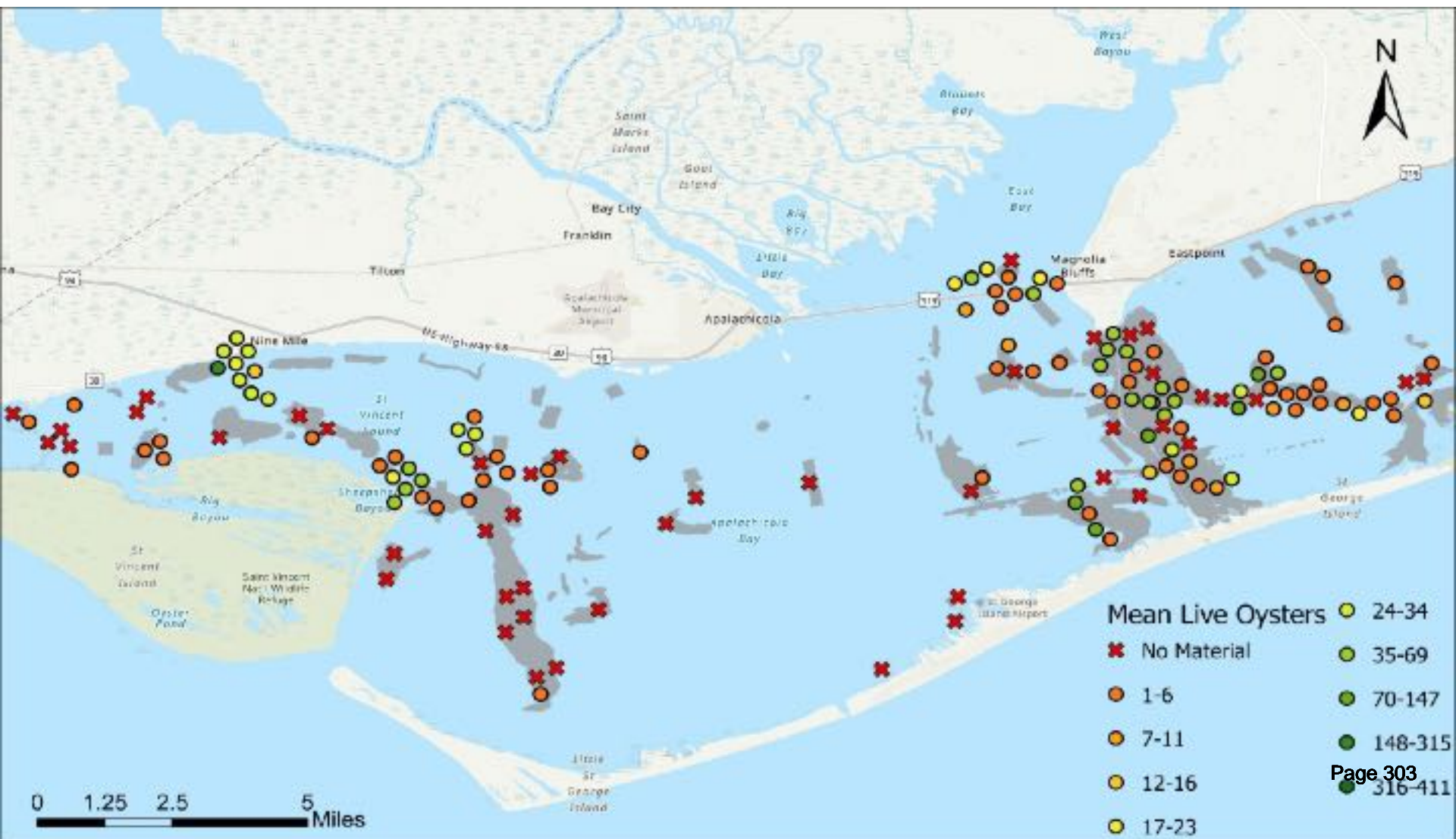
Volume: Rock, dead shell, live oysters

Counted: spat, adults, market, boxes

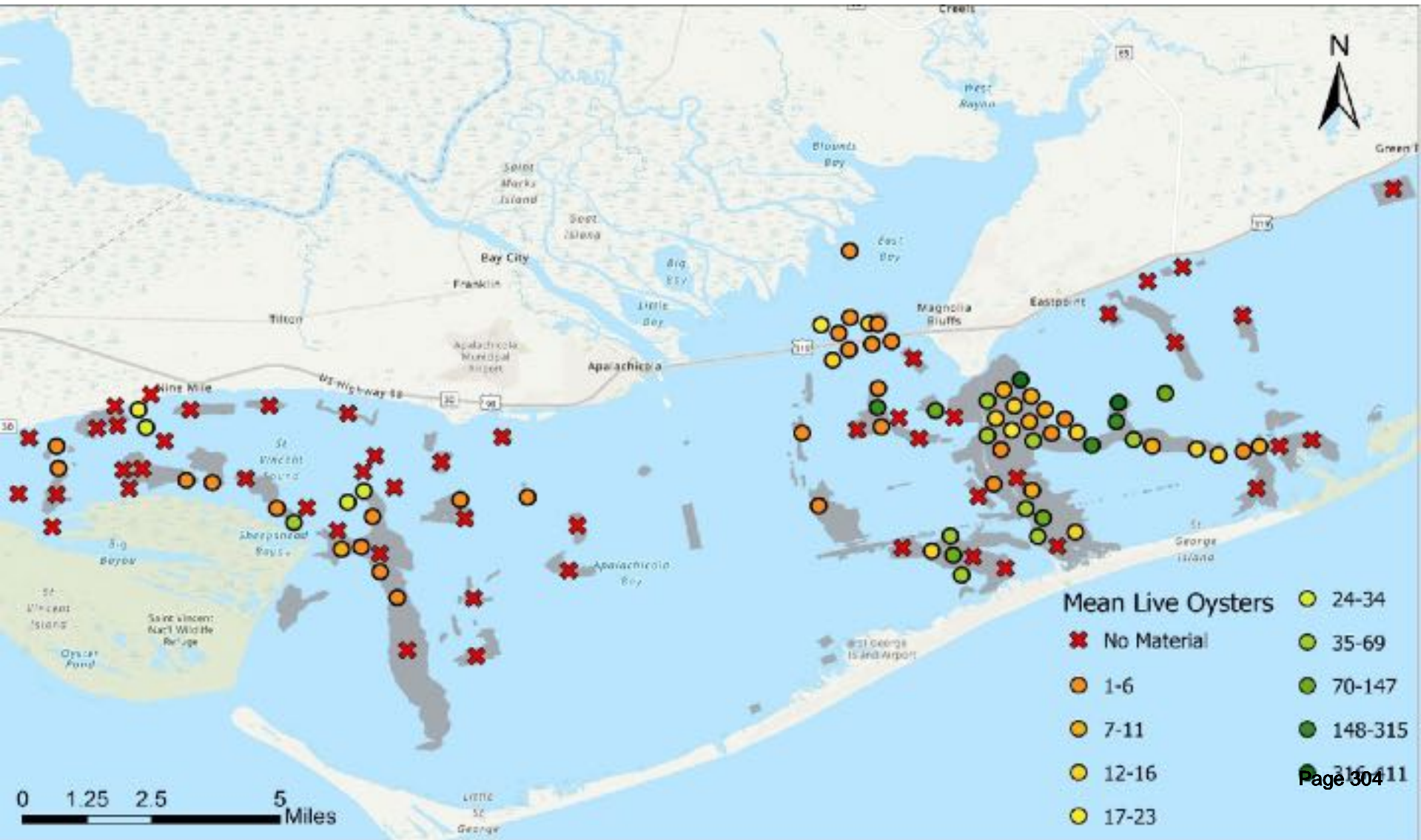
Measured: live oysters (<25, 25-76, >76)



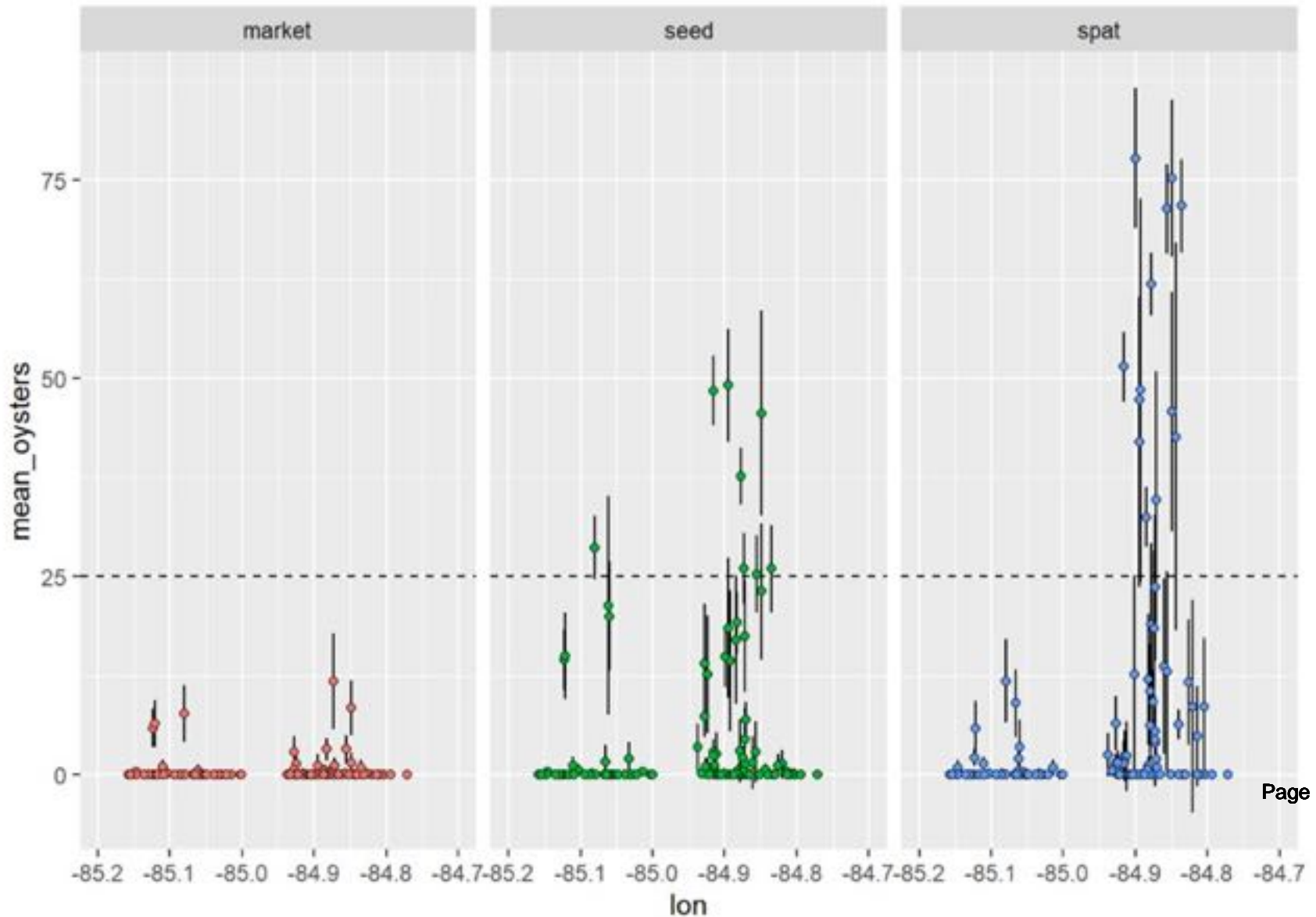
Sub-tidal Monitoring (2020-2021)



Sub-tidal Monitoring (2021-2022)



Tonging data showing mean # oysters/site for different size classes relative to longitude



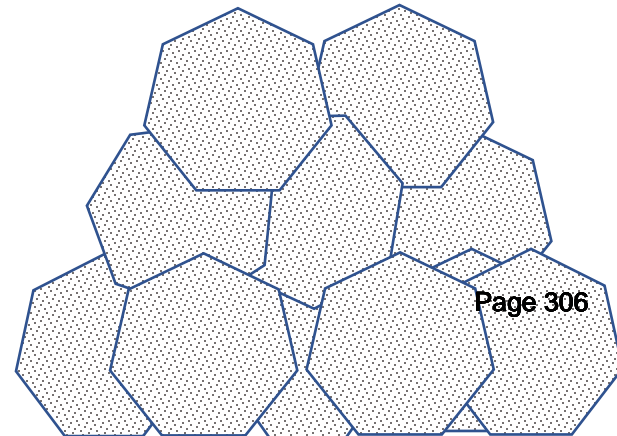
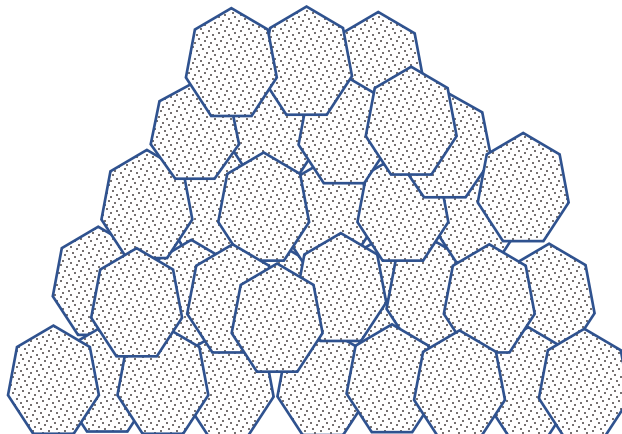
Restoration experimental design

Reef size and height

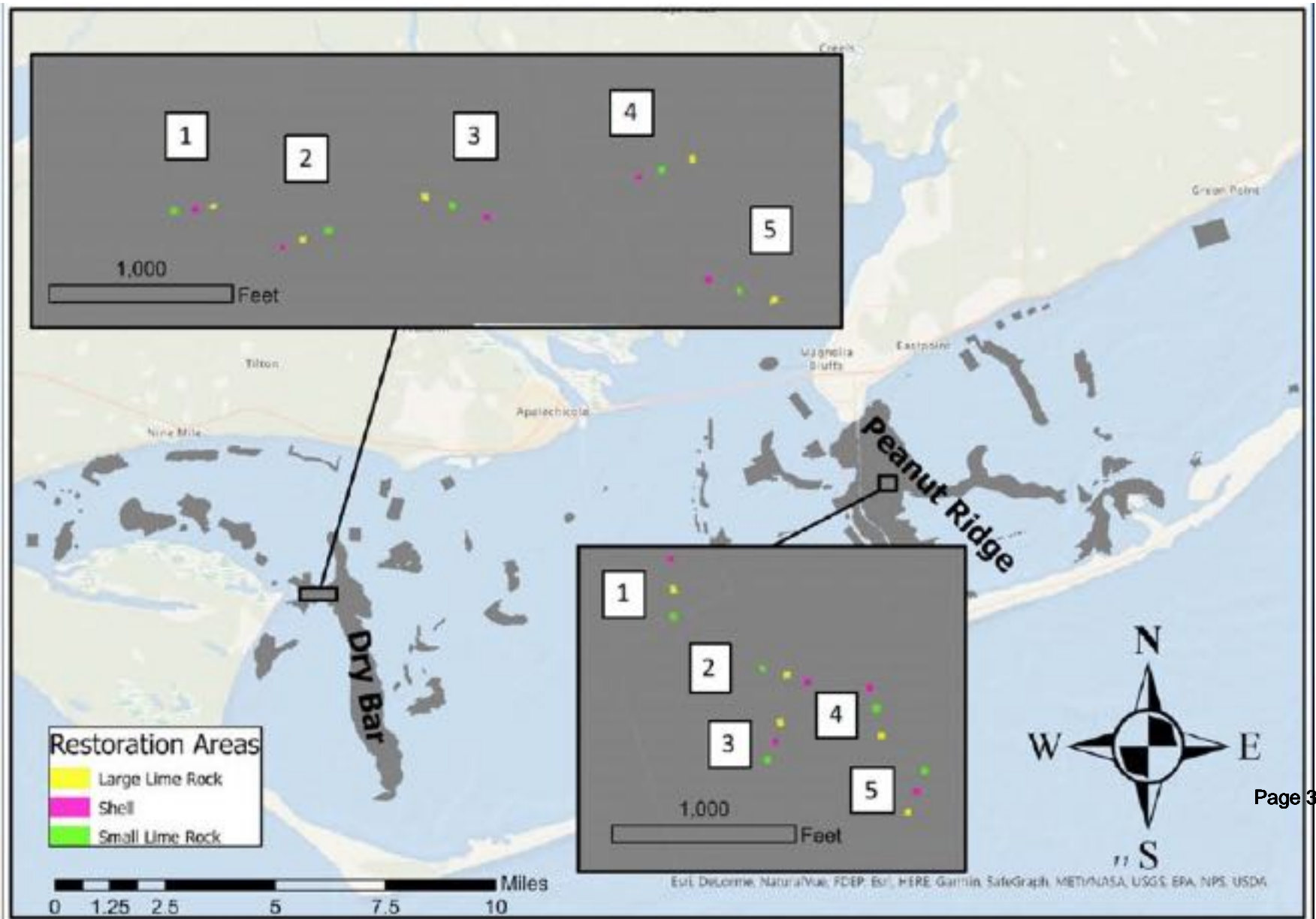
30 ft x 30 ft x 1.5 ft = 50 cubic yards of material

Materials

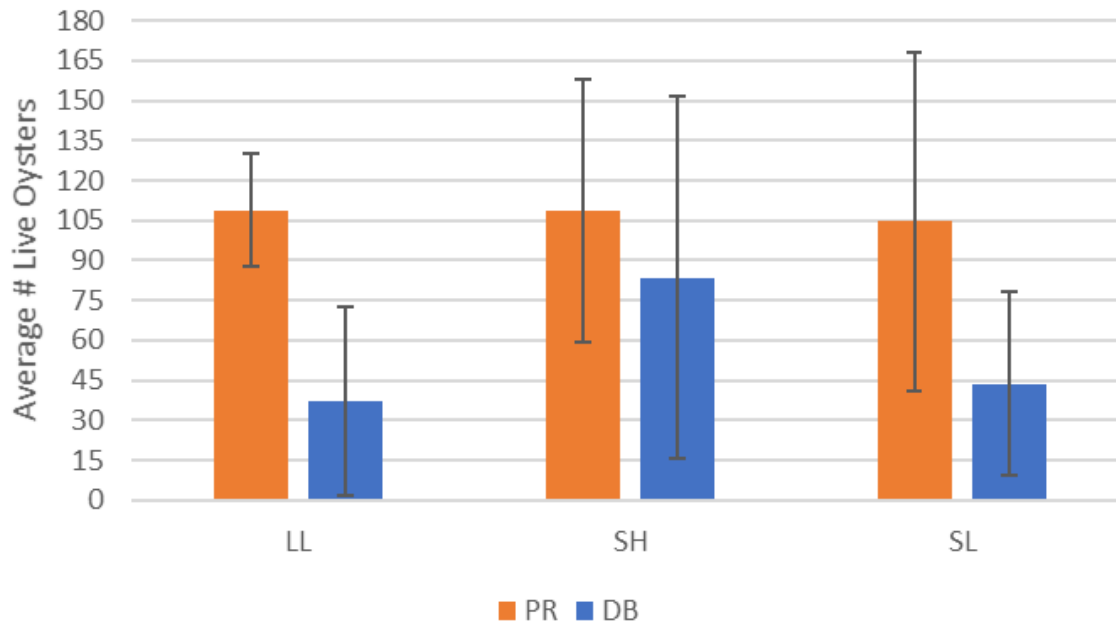
- Natural oyster shell – good for spat settlement, can be harvested with tongs
- Small Limerock (2”) creates mound, small spaces, many layers, can be harvested with tongs
- Medium Limerock (6-8”) – creates stable structure, medium spaces, few layers, good for habitat development, can be harvested once oysters develop.



Restoration experiment design

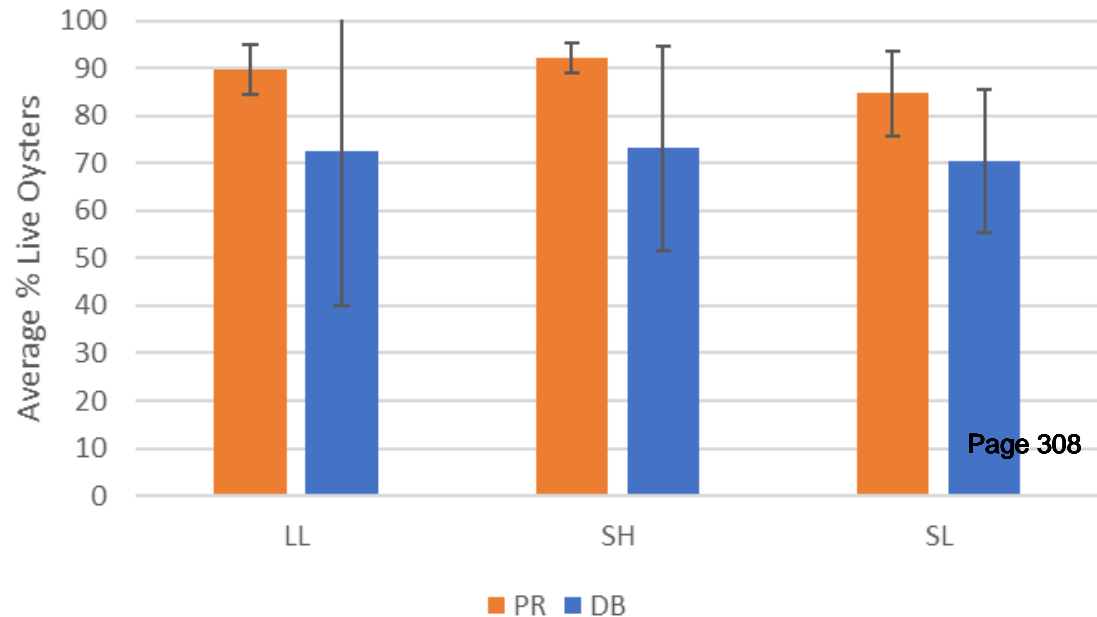


Tonging results for restoration reefs



← Average number of live oysters (per tong) by treatment and site

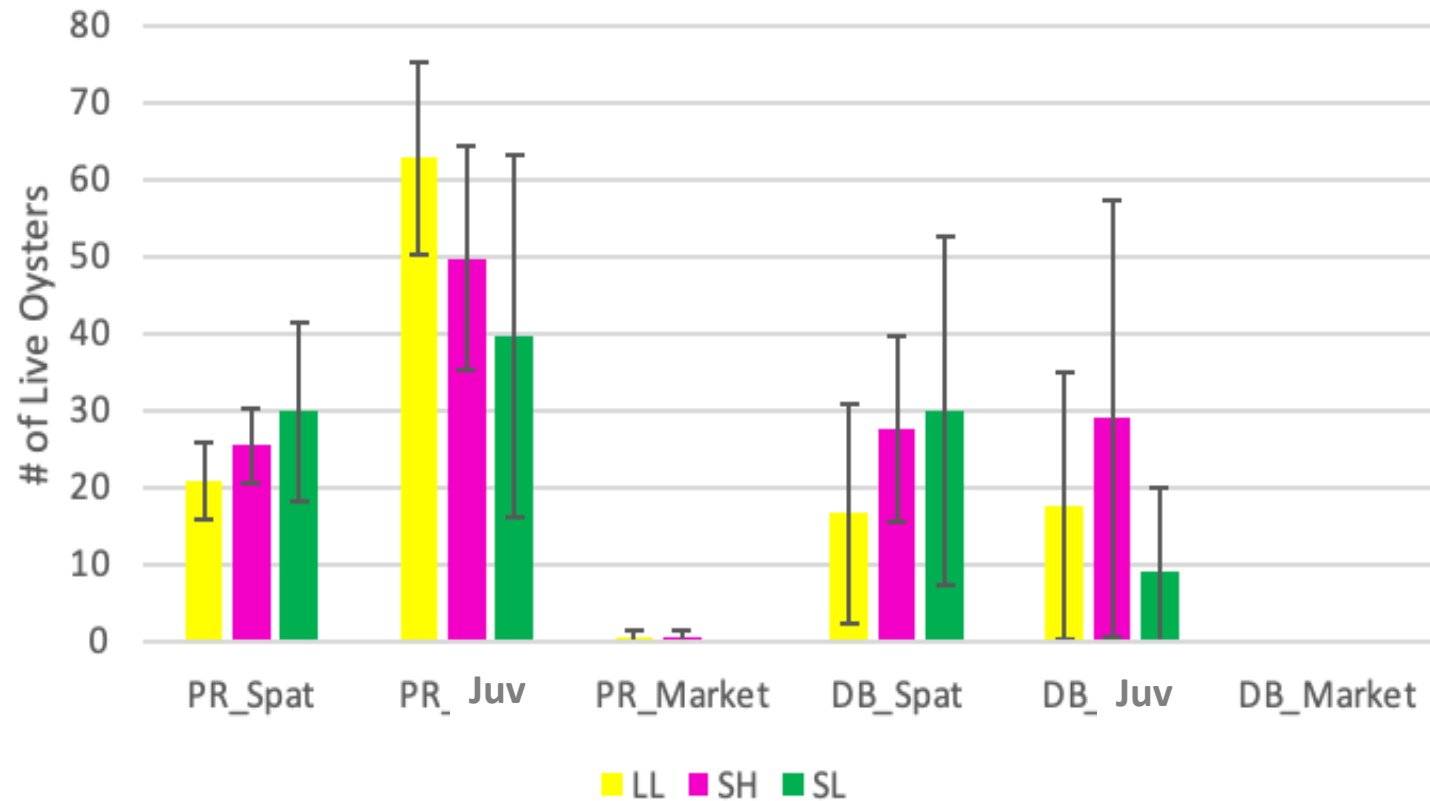
Average % live oysters (per tong) by treatment and site →



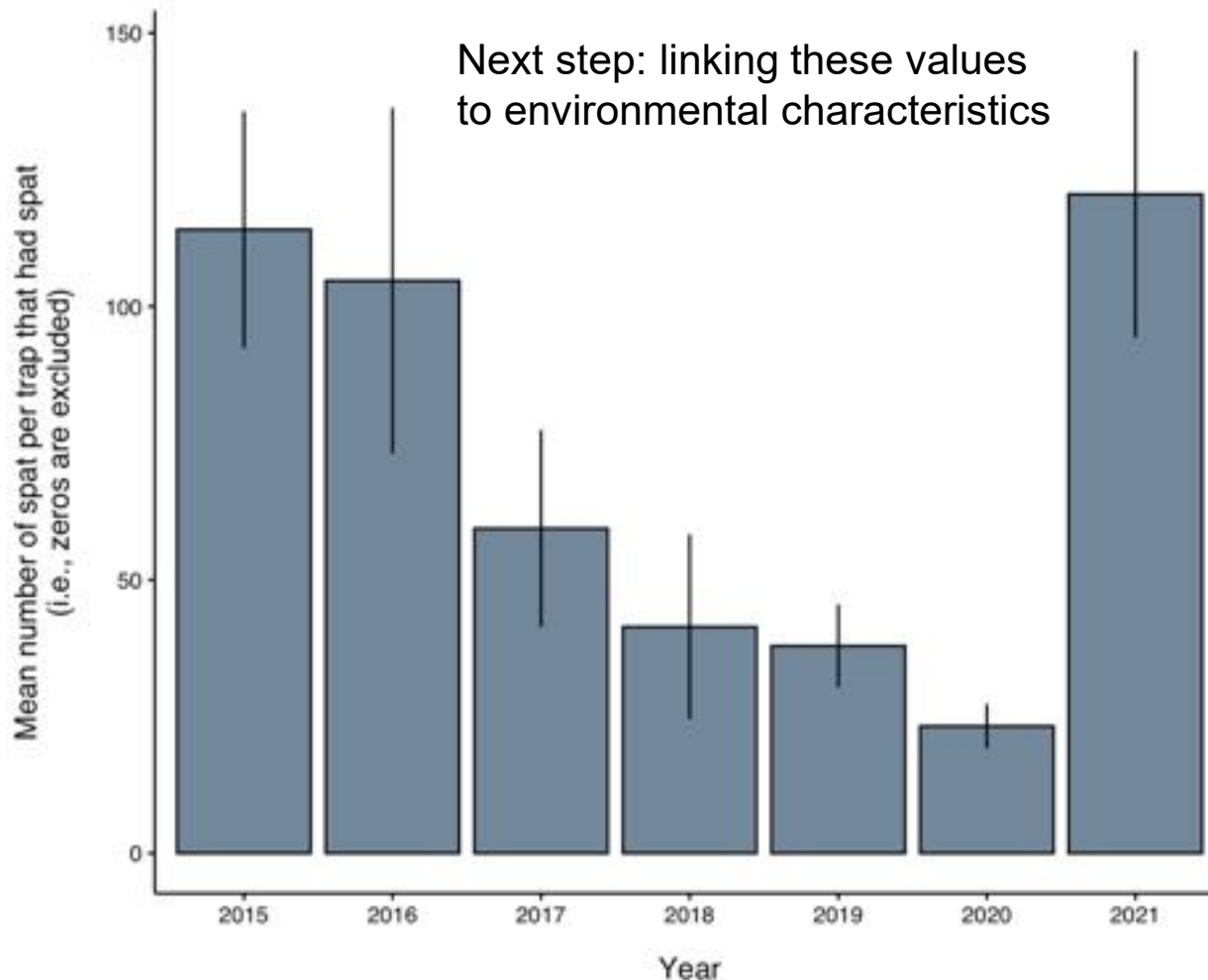
Results for restoration reefs

Average size class distribution
by treatment and site

- Spat = < 25 mm
- Juveniles = 25-75 mm
- Market = >75 mm



A key question: is spat settlement increasing?



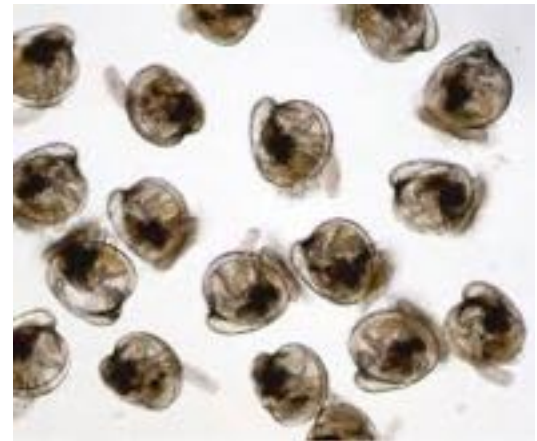
For those traps that had spat, we do see higher settlement in 2021 than in recent years. However, these values are not anomalous and are within the range of variation observed since 2015

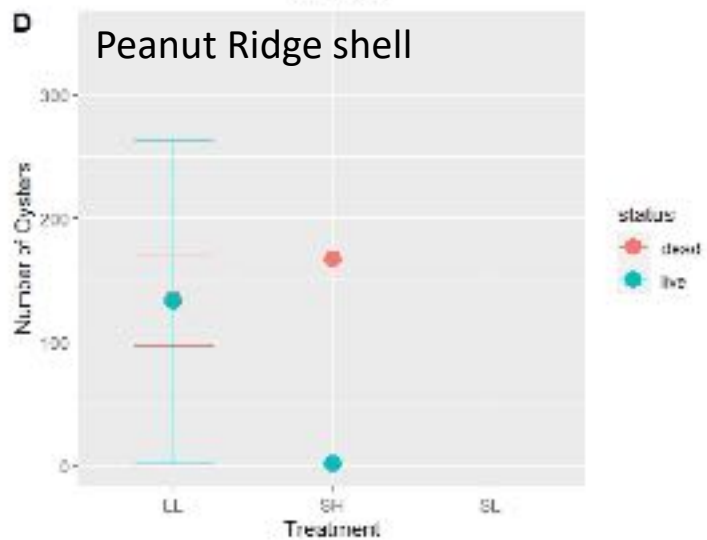
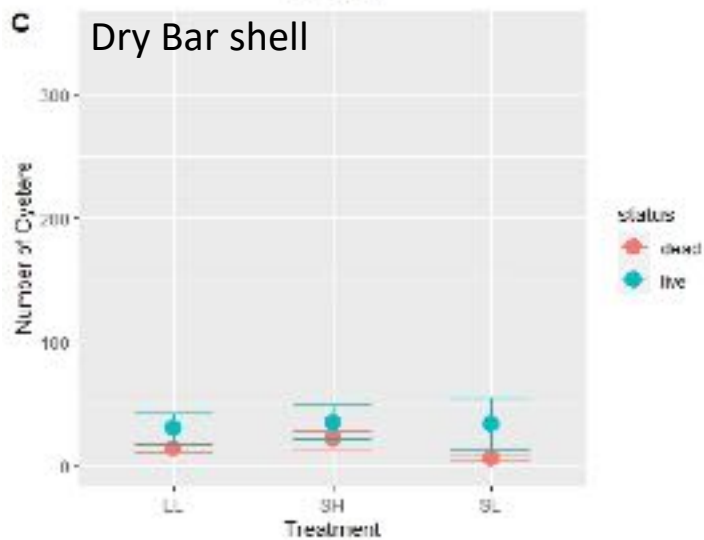
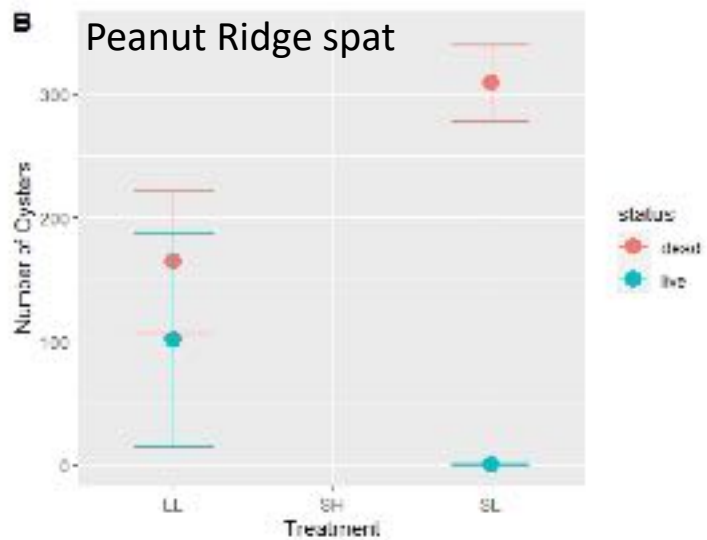
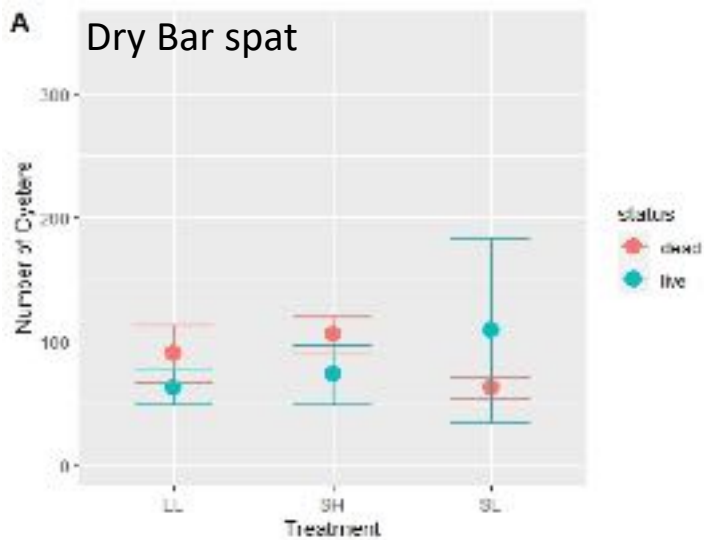


ABSI HATCHERY

First successful spawn May 7th
Deployed June 15th (20 days post-set)

Spawned again June 8th (3.5 million larvae)
Deployed July 14th (22 days post set)







2022 Hatchery Operations

Spawned early May with Peanut Ridge broodstock

Most were females (> 2 inches)

Few males – very small (< 2 inches)

Male gonads infected with trematodes (*Bucephalus* sp) – parasitic flatworms

First spawn failed – water quality issues

Next spawn mid-June – repeat spat on shell experiments

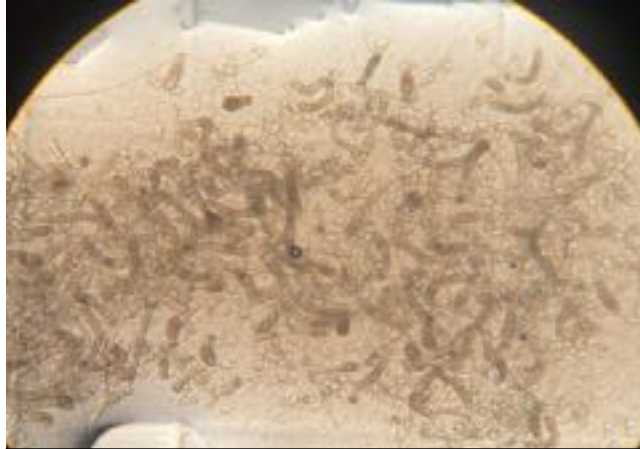
Interns hired May 24th

- 2 FSU graduates – outside funding
- 4 OysterCorps students – ABSI funding

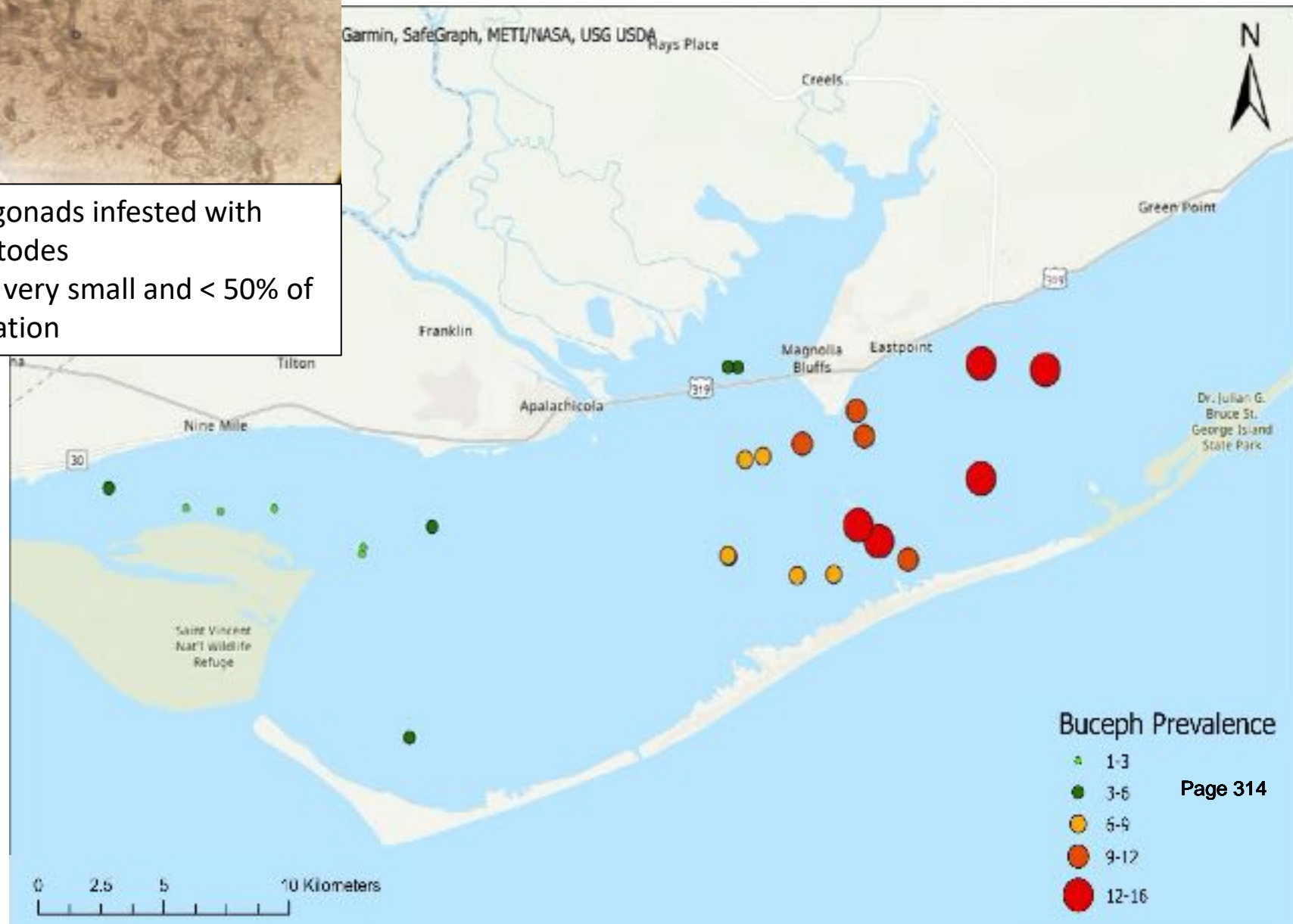


Trematode infections

Bucephalus sp

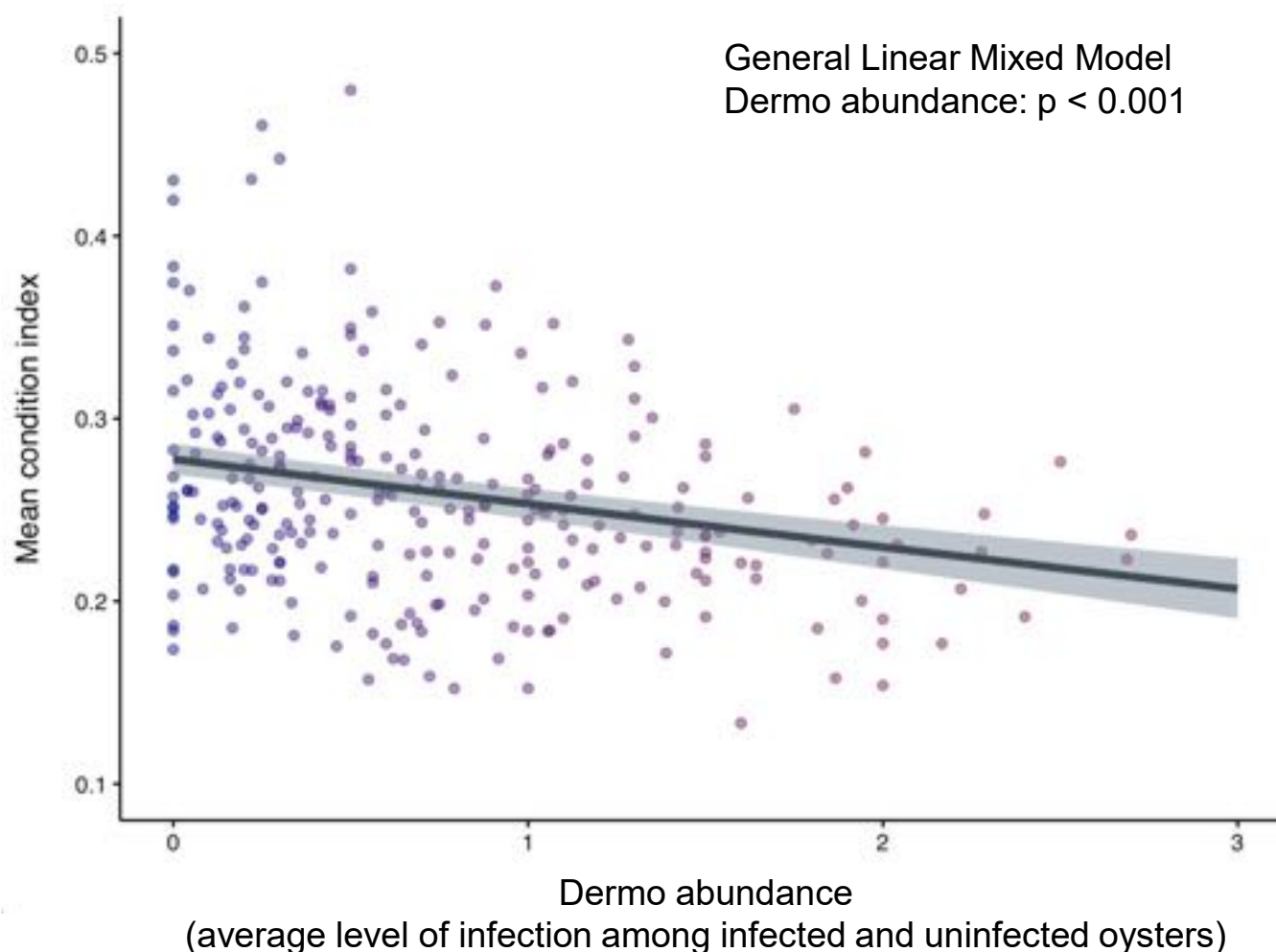


- Male gonads infested with trematodes
- Males very small and < 50% of population



Dermo epidemiology and the lethal and sublethal effects of disease

Stewart Merrill Lab



Oysters in sites with greater abundance of Dermo also have lower condition. Experiments required to determine causality. Does Dermo result in declines in condition? Or are oysters in poor condition more vulnerable?

Next steps

- Conduct next round of restoration experiments – limerock and concrete?
- Continue to monitor *Bucephalus* and Dermo infections (FWC data) to assess effects on wild stocks
- Monthly collections at intertidal sites for condition index, Dermo and *Bucephalus*. Deploy spat traps
- Begin larval dispersal modeling and continue river discharge models
- Repeat spat deployment experiment with adjusted methods
- Deployed datalogger on aquaculture leases in the miles.

From a Trigonometrical Survey
under the direction of A. D. EACHE, Superintendent of the
SURVEY OF THE COAST OF THE UNITED STATES
Triangulation by S. C. MC CORKLE, Sub-Assist.

Topography by G.D. WISE, Asst.
Hydrography by the Parties under the command of
Lieutenants Comdr. LEECH and T. S. PHILIPS U.S.N. Assistants
Scale 1:100,000

1360
Aids to Navigation corrected to 1870.

The Trenches were counted in	1958 4
The Topography	1957 4
The Hydrography	1958 39
The Astronomical observations were made by GEORGE J. GOODWIN, A.S.T. in	
The Magnetic observations were made by FREDERICK ASH in April 1953 & 4-6 June, Aug. & Feb. 1954	

Abbreviations used in the bottom of this Chart

Represent in English	Colors or Shades as small letters	Other qualities as small letters
<i>H. Or. Mal.</i>	<i>bl. for Black</i>	<i>hard. for hard</i>
<i>S. = steel</i>	<i>wh. = white</i>	<i>str. = soft</i>
<i>Sh. = shells</i>	<i>gr. = gray</i>	<i>brk. = broken</i>
<i>Sp. = specks</i>	<i>br. = blue</i>	<i>stn. = sticky</i>

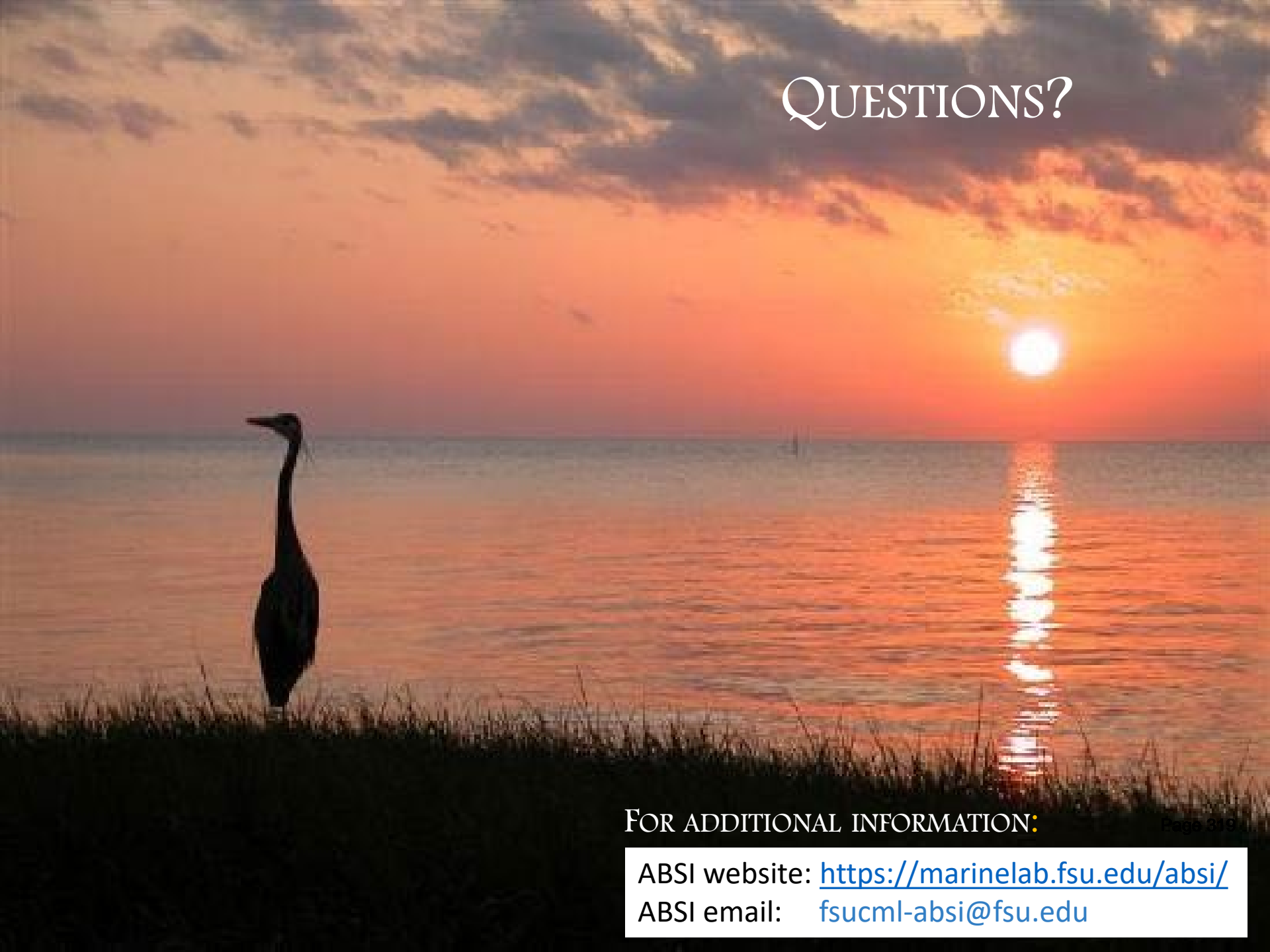
Note: The numbers of molecules and their masses.

represented by larger letters than the subsidiary.



From the Image Archives of the Historical Map & Chart Collection
Office of Coast Survey/National Ocean Service/NOAA

QUESTIONS?



FOR ADDITIONAL INFORMATION:

Page 319

ABSI website: <https://marinelab.fsu.edu/absi/>

ABSI email: fsucml-absi@fsu.edu

NOTICE OF ZONING CHANGE

The Franklin County Board of County Commissioners proposes to adopt the following by ordinance:

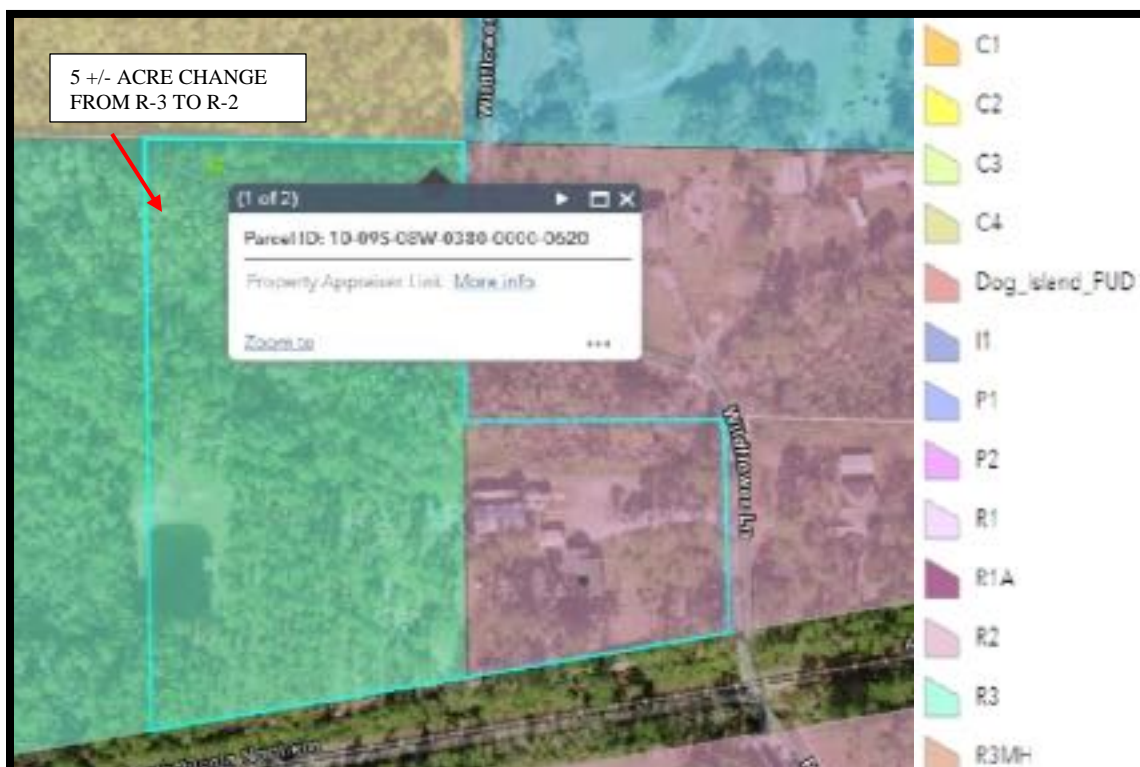
AN ORDINANCE REZONING 5 +/- ACRES OF LAND IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 8 WEST, FROM R-3 SINGLE FAMILY ESTATE RESIDENTIAL TO R-2 SINGLE FAMILY MOBILE HOME DISTRICT.

A public hearing on the proposed change will be held on Tuesday, June 7, 2022, at 10:30 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained, and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

Even though the public is welcome in the meeting room for this meeting, the use of Zoom is still encouraged as an option to participate in meeting. The login information will be provided online by Friday, June 3, 2022, by downloading the agenda for the June 7, 2022, Board of County Commission Meeting located at <https://www.franklincountyflorida.com/resources/agendas-minutes/>

Persons wishing to comment may do so in person, by using the virtual meeting feature noted above during the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will be recorded. Persons who may wish to appeal any action resulting from this hearing should make the necessary arrangements to ensure that a verbatim record is made, including testimony and evidence, if any, upon which the appeal is to be based. The meeting room is handicap accessible. Those having special needs to attend the meeting may contact Deputy Clerk, Jessica Gay, at 850-653-8861, x-100, at least two business days prior to the public hearing to make arrangements.

Publish Dates: Thursday, May 19, 2022
Thursday, June 2, 2022



AN ORDINANCE RE-ZONING A 5 +/- ACRE PARCEL LYING IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 8 WEST, APALACHICOLA, FRANKLIN COUNTY, FLORIDA FROM R-3 SINGLE FAMILY ESTATE RESIDENTIAL TO R-2 SINGLE FAMILY MOBILE HOME DISTRICT.

**ORDINANCE 2022- _____
FRANKLIN COUNTY, FLORIDA**

WHEREAS, the Board of County Commissioners of Franklin County, Florida has received a recommendation from the Planning and Zoning Adjustment Board for Franklin County pursuant to Ordinance No. 2020-15 for changing the zoning of private real property, and

WHEREAS, the Board of County Commissioners of Franklin County, Florida has conducted a public hearing with due notice.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that:

The permitted zoning of a 5 +/- acre parcel lying in Section 10, Township 9 South, Range 8 West, Apalachicola, Franklin County, Florida as shown on the attached Legal Description labeled Exhibit A, is changed from R-3 Single Family Estate Residential to R-2 Single Family Mobile Home District.

This Ordinance adopted this _____ day of _____, 2022, in regular meeting of the Franklin County Board of County Commissioners after notice of intent to adopt it as a rezoning of less than 5% of the County. This ordinance shall take effect when notice of receipt of a certified copy of same is returned from the Florida Secretary of State.

**THE FRANKLIN COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____
Ricky D. Jones, Chairman

ATTEST:

Michele Maxwell, Clerk of Court

Tarpon Title, Inc.
19 Island Drive
File Number: RE 2006-1119

Int: 0200606104 Date: 09/14/2006 Time: 09:00
Doc Stamp Fee: \$25.00
L. J. Johnson, FRANKLIN County B: 013 P: 304

This Warranty Deed

MADE THIS 13th day of September, A.D. 2006, DSW HOLDING, LLC, a Florida Limited Liability Company, hereinafter called the grantor, whose address is 233 Water Street, Apalachicola, Florida 32320, to **DONNIE R. CRUM and DONNA CRUM**, his wife whose mailing address is 1 Wildflower Lane, Apalachicola, FL 32320, hereinafter called the grantee:

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and conveys and confirms unto the grantee, all that certain land situate in Franklin County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO covenants, restrictions, reservations and easements of record, if any, And, Franklin County Comprehensive Plan and land use ordinances and all other County, State, Federal and Local laws, rules and regulations regarding the use and development of said property.

The above described subject property is not the homestead of the Grantor.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple and that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Gwinell Wilson
Witness Signature
Print Name: Gwinell Wilson

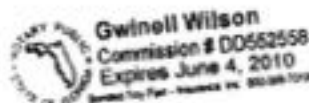
DSW HOLDINGS, LLC
A Florida Limited Liability Company
Walter M. Ward, Sr.
Managing Member

William D. Wilson
Witness Signature
Print Name: William D. Wilson

STATE OF FLORIDA
COUNTY OF FRANKLIN

SWORN TO AND SUBSCRIBED before me this 13 day of September, 2006, by, Walter M. Ward, Sr., as Managing Member of DSW Holdings, LLC, a Florida Limited Liability Company, who () produced _____ as identification, or (☒) is personally known to me, and did () or did not (☒) take an oath.

Gwinell Wilson
Notary Public



COMMITMENT

Schedule A, Continuation Page

A parcel of land lying in Section 33, Township 8 South, Range 8 West, Franklin County, Florida and being more particularly described as follows:

Begin at the Northeast corner of Section 33, Township 8 South, Range 8 West, Franklin County, Florida, thence along the east boundary line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida, South 01°06'25" West a distance of 598.10 feet to the Northerly right-of-way line of the Northern Apalachicola Railroad; thence along said Northerly right-of-way line of the Northerly right-of-way of the Northern Apalachicola Railroad South 80°25'22" West a distance of 352.10 feet; thence North 01°06'25" East a distance of 662.16 feet to the North boundary line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida; thence along said North boundary line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida South 89°05'43" East a distance of 346.00 feet to the Point Of Beginning.

Inst:0200406304 Date:07/16/2006 Time:09:00

Doc Stamp-Seed : 515.00

DC, Harris Johnson, FRANKLIN County 8:11 P:000

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

Plant File #: PC06-1210

Agent File #: 2006-1141



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

RECEIVED
FEB 08 2022

PROPERTY OWNER'S NAME: Donnie R. and Donna Crum BY: _____
MAILING ADDRESS: 1 Wildflower Lane City/State/Zip: Apalachicola, FL 32320
PHONE #: 850-653-8326 CELL #: 850-653-7353 EMAIL: dcrum@gtcom.net

AGENT'S NAME: _____
MAILING ADDRESS: _____ City/State/Zip: _____
PHONE #: _____ CELL #: _____ EMAIL: _____

PROPERTY DESCRIPTION: 911 Address: 1 Wildflower Lane, Apalachicola, FL 32320
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: _____

JURISDICTION: ☐ Franklin County
☒ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

ACREAGE: 5 Acres

CURRENT ZONING: R3 CURRENT LAND USE: _____

REQUESTED ZONING: R2 REQUESTED LAND USE: _____

LEGAL DESCRIPTION OF THE PROPERTY: (Must Attach Legal Description)

PLANNING & ZONING DATE: _____

RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
CONDITIONS: _____

BOARD OF COUNTY DATE: _____
RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
CONDITIONS: _____

PUBLIC HEARING DATE: _____
☐ APPROVED ☐ DENIED ☐ TABLED
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$250.00 for Re-Zoning and \$250.00 for Land Use Change. Return to the following address:

Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	10-09S-08W-0380-0000-0620	Alternate ID	08W09S10038000000620	Owner Address	CRUM DONNIE RUSS & DONNA
Sec/Twp/Rng	10-9S-8W	Class	SINGLE FAMILY		CRUM DONNA
Property Address	1 WILDFLOWER LANE	Acreage	6.58		1-WILDFLOWER LANE
					APALACHICOLA, FL 32320

District 1

Brief Tax Description 1.58 AC M/L IN TRACT 62

(Note: Not to be used on legal documents)


Date created: 2/18/2022
Last Data Uploaded: 2/18/2022 4:35:47 AM

Developed by  **Schneider**
GEOSPATIAL

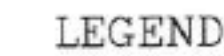


Legend	
Franklin County Zoning Map	
	A1
	A2
	Alligator_Point_Marina_PUD
	Bob_Sikes_Cut_PUD
	C1
	C2
	C3
	C4
	Dog_Island_PUD
	I1
	P1
	P2
	R1
	R1A
	R2
	R3
	R3MH
	R4
	R5
	R6
	R7

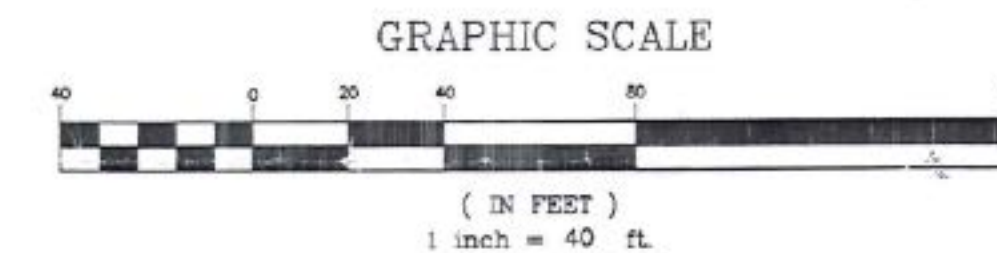
I hereby certify that this is a true and correct representation of the property shown hereon and that this survey substantially meets the minimum technical standards for land surveying (Chapter 61G17, Florida Administrative Code.)


WADE G. BROWN
Surveyor & Mapper
Florida Certificate No. 5959
(LB 6475)

1. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No improvements were located in this survey other than those shown.
3. See attached sheet for legal description.
4. As per Flood Insurance Rate Map for Franklin County, Florida, Community-Panel Number 120088 0095 B; Date of Firm Index: July 20, 1998, this property is located in Zone "A-S", Elevation: 10.00 feet, NGVD.
5. No underground encroachments were located in this survey.
6. Adjoiners were not furnished.

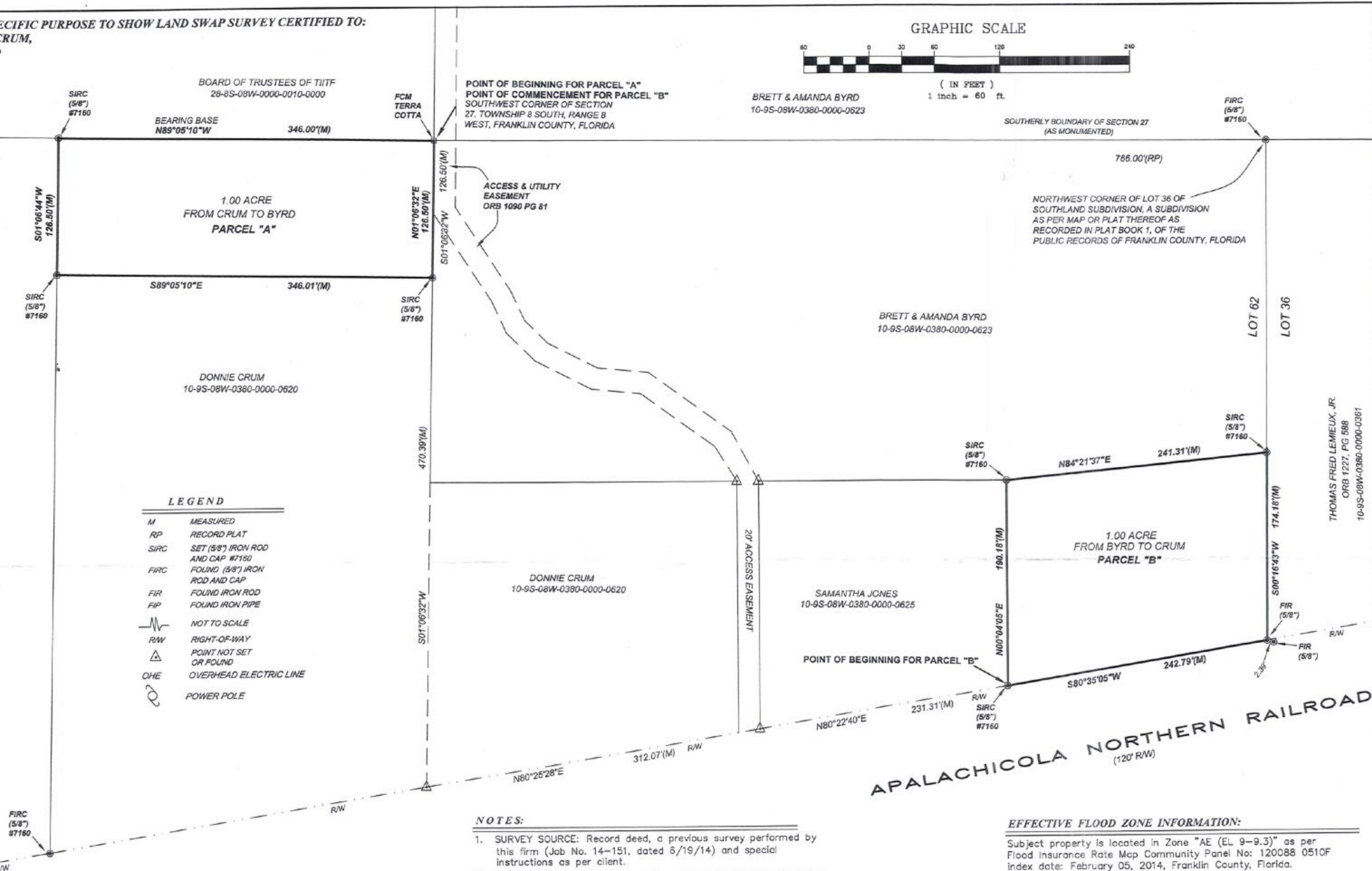


CMD - FOUND
FND - CONCRETE MONUMENT
POB - POINT OF BEGINNING
SRB - SET 5/8" RE-BAR #6475
DRB - DEED
M - MEASURED
P - RECORDED PLAT
R/W - RIGHT OF WAY
R - RADIUS
Δ - DELTA
CD - CHORD
L - ARC LENGTH
C - CALCULATED
R/C - ROD AND CAP
I.P. - IRON PIPE
P.C. - POINT OF CURVE
CL - CENTER LINE
PO - POWER POLE
X - FENCE LINE



PLAT OF BOUNDARY SURVEY FOR DONNA W & DONNIE R. CRUM			
PREPARED BY EDWIN G BROWN AND ASSOCIATES, INC. 2205 CHAMPAGNE BLVD. P.O. BOX 625 CHAMPAGNEVILLE, FL 32809 (904)928-3045			
DATE	FOUNDATION PLAT 3/8/2000 FINAL PLAT 9/12/2000		DRAWN BY: JJF
REVISION			CHECKED BY:
			SCALE: 1"=40'
			DATE: NOVEMBER 12, 1999
			JOB NUMBER
			PC#
			83-040 17527/17792

SPECIFIC PURPOSE TO SHOW LAND SWAP SURVEY CERTIFIED TO:
CRUM,



this was performed under my responsible
and the plat and description are
the best of my knowledge and belief,
except the standards for practice for
established by the Florida Board of
Surveyors and Mappers (F.S. 17.051/.052).

Surveyor has not been provided a current title
of matters affecting title or boundary to the
possible there are deeds or records,
easements or other instruments which could affect

Tarpon Title, Inc.
19 Island Drive
File Number: RE 2006-1119

Inst:0209606384 Date:09/14/2006 Time:09:00

Doc Stamp Deed : 525.00

L. Johnson Marcia Johnson, FRANKLIN County 9:013 P:304

This Warranty Deed

MADE THIS 13th day of September, A.D. 2006, DSW HOLDING, LLC, a Florida Limited Liability Company, hereinafter called the grantor, whose address is 233 Water Street, Apalachicola, Florida 32320, to **DONNIE R. CRUM and DONNA CRUM**, his wife whose mailing address is 1 Wildflower Lane, Apalachicola, FL 32320, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, and conveys and confirms unto the grantee, all that certain land situate in Franklin County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO covenants, restrictions, reservations and easements of record, if any, And, Franklin County Comprehensive Plan and land use ordinances and all other County, State, Federal and Local laws, rules and regulations regarding the use and development of said property.

The above described subject property is not the homestead of the Grantor.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple but the grantor has good right and lawful authority to sell and convey said land; that the grantor herby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

In our presence:

Gwinell Wilson
Witness Signature
Print Name: Gwinell Wilson

William D. Wilson
Witness Signature
Print Name: William D. Wilson

DSW HOLDINGS, LLC
A Florida Limited Liability Company
Walter M. Ward, Sr.
Managing Member

STATE OF FLORIDA
COUNTY OF FRANKLIN

SWORN TO AND SUBSCRIBED before me this 13 day of September, 2006, by, Walter M. Ward, Sr., as Managing Member of DSW Holdings, LLC, a Florida Limited Liability Company, who () produced _____ as identification, or (✓) is personally known to me, and did (), or did not (✓) take an oath.

Gwinell Wilson
Notary Public



Gwinell Wilson
Commission # 00552558
Expires June 4, 2010
Shaded Tree Inn Insurance Inc. 880-325-1775

COMMITMENT

Schedule A, Continuation Page

A parcel of land lying in Section 33, Township 8 South, Range 8 West, Franklin County, Florida and being more particularly described as follows:

Begin at the Northeast corner of Section 33, Township 8 South, Range 8 West, Franklin County, Florida, thence along the east boundary line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida, South 01°06'25" West a distance of 598.10 feet to the Northerly right-of-way line of the Northern Apalachicola Railroad; thence along said Northerly right-of-way line of the Northerly right-of-way of the Northern Apalachicola Railroad South 80°25'22" West a distance of 352.10 feet; thence North 01°06'25" East a distance of 662.16 feet to the North boundary line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida; thence along said North boundary line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida South 89°05'43" East a distance of 346.00 feet to the Point Of Beginning.

Last: 02080606394 Date: 09/14/2006 Time: 09:00

Doc Stamp Recd : 525.00

DC, Marcia Johnson, FRANKLIN County B:913 P:395

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

Plant File #: PC06-1210

Agent File #: 2006-1141

SITE PLAN

Subdivider or Owner: DONNIE RUSTY CRUM/CURRENT OWNER: CRUM

Property Address: XXX WILDELOW LN

City: APALACHEICOLA County: FRANKLIN

State: FL

Zip Code: 32320

Lender or Client: COASTAL COMMUNITY BANK

05/05/2006 01:28

0066034005

RUSTY CRUM 05/05/00

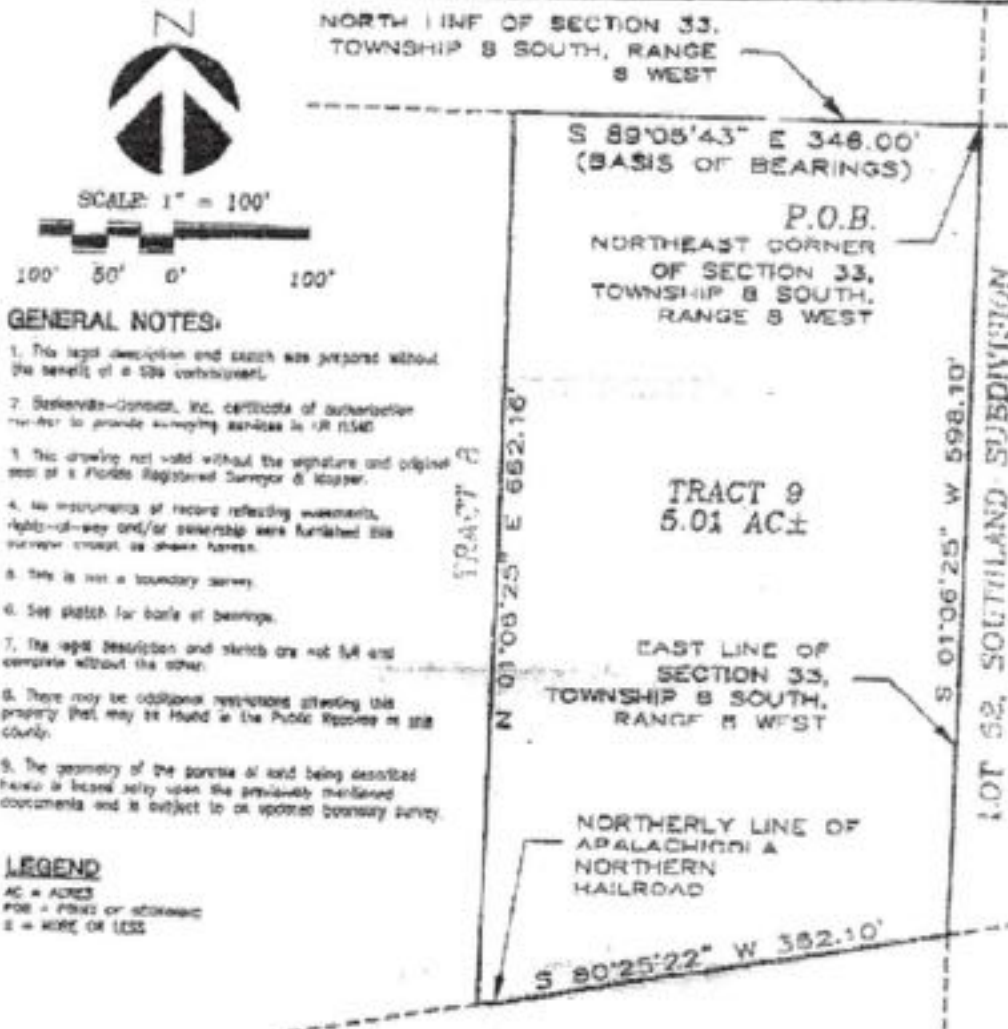
PAGE 02



SKETCH OF DESCRIPTION

JOB NUMBER: TR06-06

SUBMIT DATE: 5/5/06



NO.	BY	DESCRIPTION
1	RAY	RECEIVED SURVEY AND LEGAL

The Surveyor shall furnish and maintain in accordance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 6017-6, Florida Administrative Code, pursuant to Chapter 402007, Florida Statutes to the best of my knowledge and belief.

SEE SHEET 2 OF 3 FOR SIGNATURE AND SEAL

JUDITH BLUMBERG
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6287

DRAWN BY	DAY	CHECKED BY	JS
SECTION	33	SCALE	1" = 10'
SURVEYOR	B-S	F.B.	FACE
MAPPER	B-R	ACAD FILE	CRUM LEGAL.dwg
SHEET 1 OF 2			

FRANKLIN COUNTY
FFY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FFY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FIRST PUBLIC HEARING – June 7, 2022

Purpose of the Hearing

- Two public hearings are required to ensure the public can voice opinions on the proposed grant application.
- This hearing is held to outline the types of grants that are possible; a second hearing will be held to review the draft grant application before it is submitted to DEO.
- The FFY 2021 grant application due date is July 21, 2022.

Program Overview

The Florida Small Cities Community Development Block Grant Program is a competitive grant program that awards funds to eligible cities, counties, towns, and villages. An eligible city must have a population under 50,000, and an eligible county must have a population under 200,000.

CDBG Program Objectives

- Provide benefit to low- and moderate-income persons;
- Prevent or eliminate slum or blight conditions; or
- Meet a need of recent origin having a particular urgency.

Regular Categories and Activities - \$700,000

A local government may have only one of these grants open at any given time.

- **Housing Rehabilitation** – Assists low- and moderate-income residents with physical improvements that address code, safety, and other rehabilitation items. In some cases, severely damaged structures may be demolished and replaced.
- **Neighborhood Revitalization** – Assists communities with infrastructure improvements, such as paving, fire protection, drinking water, sewer, flood and drainage, handicap accessibility in public facilities, and other similar activities. It is required that no less than 51% of the residents who benefit from these activities be low to moderate income.
- **Commercial Revitalization** – Provides funds to address improvements to downtown or commercial districts, including water, sewer, sidewalks, parking, building facades, etc.

Economic Development Category – up to \$1,500,000 (Depending on job creation numbers)

A local government can be awarded one new economic development grant every year and there is *no limit to the number of these grants that can be open* at any given time, provided all grants are on schedule. A local government may apply for an economic development grant even if it has an open housing, neighborhood, or commercial grant, provided that grant is on schedule. There is no deadline – funds are awarded on a first come/first serve basis. Funds are

awarded based upon the number of jobs the project will create or retain at a ratio of \$34,999 per job, up to \$1,500,000.

These funds are used to build infrastructure necessary to attract new businesses or retain expanding businesses. *Job creation is required*, and at least 51% of the jobs created must be available to low to moderate income persons. (Low to moderate income jobs are defined as positions requiring no more than a high school diploma. If additional training is required, the company must provide this training at no cost to the employee.)

It is important to note that the Economic Development Category requires the participation of a business that is willing to commit to job creation or job retention.

RECOMMENDED MOTIONS

1. ***“MOTION TO PROCEED WITH AN FFY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE REGULAR CATEGORY.”***
2. ***“MOTION TO PROCEED WITH AN FFY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE REGULAR CATEGORY SHOULD THE FFY 2021 CDBG NOT BE FUNDED.”***
3. ***“MOTION TO PROCEED WITH A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE ECONOMIC DEVELOPMENT CATEGORY SHOULD AN ELIGIBLE PROJECT BE IDENTIFIED.”***
4. ***“MOTION TO PROCEED WITH AN FFY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE ECONOMIC DEVELOPMENT CATEGORY SHOULD THE FFY 2021 CDBG NOT BE FUNDED.”***

Basic Facts About the Fair Housing Act



What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing,
- Refuse to negotiate for housing,
- Make housing unavailable,
- Deny a dwelling,
- Set different terms, conditions or privileges for sale or rental of a dwelling,
- Provide different housing services or facilities,
- Falsely deny that housing is available for inspection, sale, or rental,
- For profit, persuade owners to sell or rent (blockbusting), or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan,
- Refuse to provide information regarding loans,
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees,
- Discriminate in appraising property,
- Refuse to purchase a loan, or
- Set different terms or conditions for purchasing a loan.

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

Additional Protection if You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities,
- Have a record of such a disability, or
- Are regarded as having such a disability.

your landlord **may not:**

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities,
- Doors and hallways must be wide enough for wheelchairs, and
- All units must have:
 - An accessible route into and through the unit,
 - Accessible light switches, electrical outlets, thermostats and other environmental controls,
 - Reinforced bathroom walls to allow later installation of grab bars, and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under age 18 live with:

- A parent,
- A person who has legal custody of the child or children, or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program, or
- It is occupied solely by persons who are 62 or older, or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

If You Think Your Rights Have Been Violated

The Office of Fair Housing and Equal Opportunity (FHEO) administers and enforces federal laws and establishes policies that make sure all Americans have equal access to the housing of their choice. You can contact the Housing Discrimination Hotline at **1-800-669-9777 (Voice)** or **1-800-927-9275 (TTY)**.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the **Housing Discrimination Complaint Form** is available on the HUD website at –

http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination

for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the **HUD Office** nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

REQUEST FOR PROPOSAL: SPECIAL MAGISTRATE LEGAL SERVICES The Franklin County Board of County Commissioners is seeking an attorney to serve as its Special Magistrate to conduct code enforcement hearings. The County is seeking an attorney knowledgeable about administrative law, local ordinances and quasi-judicial proceedings. The successful candidate must ensure that code enforcement hearings are fair and conducted consistent with Florida law. MINIMUM EDUCATION AND EXPERIENCE: • Juris Doctor degree • Current membership in good standing with the Florida Bar • A minimum of five (5) years' experience practicing law • Administrative law or local government experience preferred. SKILLS AND ABILITIES: • Knowledge of Chapter 162, Florida Statutes • Knowledge of the role of due process and evidence in quasi-judicial hearings • Ability to interpret applicable local and state law • Ability to communicate clearly, concisely, orally and in writing. The Franklin County Board of County Commissioners will receive proposals until 4 p.m. E.S.T. on June 3, 2022, at the office of: Michele Maxwell, Clerk of Circuit Court and Comptroller, 33 Market Street, Suite 203, Apalachicola, FL 32320 (850) 653-8161, x100. All proposals shall be marked on the outside of a sealed envelope: SPECIAL MAGISTRATE LEGAL PROPOSAL. Proposals will address the following: An hourly rate for legal services furnished to Franklin County Board of County Commissioners to conduct code enforcement hearings in an amount not to exceed \$200.00 per hour. All proposals will include the following: (1) Complete name (2) Experience in County, State, and Governmental Law (3) Experience in Administrative Law (4) Trial experience and/or experience conducting quasi-judicial proceedings (5) Price – please specify whether the hourly fee proposal will include travel time at the same or reduced hourly rate or mileage per diem; what the hourly rate will be for time for preparation, hearing and post hearing matters. Please provide six copies of this proposal. Franklin County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept proposals which, in its sole judgment best serve the needs of the county. The proposals will be opened on Tuesday, June 7, 2022, during the county commission meeting held at 34 Forbes Street, Apalachicola, FL 32320 in the courthouse annex building.

Invitation to Bid

Notice is hereby given that the Franklin County Board of County Commissioners invites qualified firms to submit a bid to construct and install a 12'6" wide by 22'0" long modular scale station building at the Franklin County Landfill.

Bids Due: Deliver sealed bids (clearly marked on the outside of the envelope that it is a sealed bid for scale station building) to the Franklin County Clerk's Office by Monday, June 6th, 2022, at 4 PM EST at 33 Market Street, Suite 203, Apalachicola, Florida 32320. Bids after this date and time will not be accepted.

Bid Package:

Franklin County Scale Station Modular Building - Franklin County Landfill

Bid Documents:

Bid Documents are available by emailing erin@franklincountyflorida.com. All submitted bids must include copies of Insurance and all relevant licenses and required forms.

Questions:

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 May 20th, 4:00 PM EST.

Franklin County Board of County Commissioners reserves the right to reject any and all bids received and to waive any and all minor irregularities or informalities in any bid.

Franklin County Board of County Commissioners encourages Minority Business Enterprises to respond to this Bid Invitation.



MEETING DATE: June 7, 2022
NAME/DEPARTMENT/AGENCY: Erin Griffith, Fiscal Manager/Grants Coordinator
TOTAL ATTACHMENTS: See Attached

=====

a. BOARD ACTION: SGI Fishing Pier Access Road Repairs Construction Contract

At your last meeting, the Board issued a notice of award after the missing appendices were reviewed and approved for the FEMA funded SGI Fishing Pier Access Road Repairs. The project consists of replacing rip-rap, repairing guardrail and ribbon curb, and patching the storm damaged asphalt roadway. Once the construction contract is signed, the county will hold a pre-construction meeting on-site and issue the notice to proceed with an anticipated start date of Tuesday, July 5th. The contractor will be instructed to limit disruptions and allow for public access as much as possible while the repairs are being completed. A Message board will be placed on-site to inform users of construction.

Board Action to approve and authorize the chairman to sign the attached construction contract and subsequent notice to proceed when available with Pigott Asphalt and Sitework, LLC.

b. BOARD ACTION: Island View Park Notice to Proceed

On Tuesday, May 31st, the pre-construction meeting was held at Island View Park. The attached notice to proceed has a proposed start date for the construction project of June 13th. This project is complex and will require a variety of construction materials. The park will remain closed during construction due to the unsafe and unusable condition of park infrastructure. The current contract dictates a 90-day completion timeline to September 11, 2022 barring any unforeseen delays caused by inclement weather or supply chain delays affecting materials outside of the contractor's control. Please be aware, since COVID, the county has experienced first-hand the delays plaguing the construction industry for specialty items such as sheet piles and concrete which are project elements.

Board Action to approve and authorize the chairman to sign the attached Notice to Proceed with North Florida Construction, Inc.

c. BOARD ACTION: Consolidated Solid Waste Grant Application

Attached is the annual consolidated solid waste grant application. In the current fiscal year, the award was \$90,909. This annual operating grant helps to offset some of the costs associated with the Solid Waste Department by providing funds for some fuel expenses, tire and hazardous waste disposal charges and testing fees.

Board Action to approve and authorize the chairman to sign the attached Consolidated Solid Waste Grant Application.

d. BOARD ACTION: E911 Sole Source Supplier and Grant Agreements (Cancelled, items covered by Attorney Shuler's Report)

e. BOARD ACTION: Armory Sprinkler System Project Construction Contract

At the meeting, the Board issued the Notice of Award for the Fire Suppression System and Paint Improvements at the Armory Convention Center to Cook Brothers, Inc. The construction contract documents have been reviewed and approved by Architects Gilchrist, Ross and Crowe. Once the contract is signed by the Board, a construction timeline will be made available and a reasonable re-open date can be established for when bookings can resume.

Board Action to accept and authorize the chairman to sign the attached construction contract with Cook Brothers, Inc. at the reduced contract price of \$687,000.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated
Solid Waste Management
Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County _____

2. Address of County _____

3. Federal Employer Identification Number _____ - _____

4. Name and Title of Contact Person (person handling program on a daily basis)
Name _____ Title _____

5. Address of Contact Person _____

6. Telephone Number of Contact Person (_____) _____

7. Population of County _____

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

_____ a. Purchasing or repairing solid waste scales _____ e. Maintenance of solid waste facilities

_____ b. Annual solid waste management program
operating costs (may include waste tire and
litter control and prevention) _____ f. Education for employees or public

_____ c. Planning _____ g. Recycling demonstration projects

_____ d. Construction of solid waste facilities

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative
Name _____ Title _____

11. This application is due by July 1, of each year.

12. E-Mail Address of Contact person _____

13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)

13A. Name of County (as it appears in M.F.M.P.) _____

13B. Address of County (as it appears in M.F.M.P.) _____

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES ___ NO ___
If your county is self-insured, **we must have a written statement** from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

Signature of Authorized Representative

Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

FRANKLIN COUNTY

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



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

NOTICE OF AWARD

Date of Issuance: May 17, 2022

Owner: Franklin County Board of County Commissioners

Project: Fort Coombs Armory/Convention Center Renovations
New Automatic Fire Sprinkler and Paint Stabilization

Architects: Gilchrist Ross Crowe Architects
413 All Saints Street
Tallahassee, Florida 32301

Bidder: Cook Brothers, Inc.
1255 Commerce Boulevard
Midway, Florida 32343

To Cook Brothers, Inc.:

You are notified that Owner has accepted your bid dated April 4, 2022, as modified by the Value Engineering Changes contained in the May 2, 2022, letter from Connor Ross, GRC Architects, to Mark C. Curenton, County Planner, for the above Contract, and that you are awarded the Contract for this project.

The contract price of the awarded contract is \$687,000.00. A copy of the Agreement accompanies this Notice of Award. A set of drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions within 15 days of the date of receipt of this Notice of Award:

1. Please sign and return a copy of the Agreement to the Owner.
2. Deliver with the executed Agreement the Payment and Performance Bonds and insurance documentation.

Failure to comply with these conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

By: Ricky D. Jones
Ricky D. Jones, Chairman
Franklin County Board of County Commissioners

René Caldwell

From: Lamont Cook
Sent: Wednesday, May 18, 2022 10:20 AM
To: René Caldwell; Jordan Peebles
Subject: Fwd: Fort Coombs Armory Notice of Award
Attachments: Notice of Award.pdf; A101 2017 - Fort Coombs Final for signatures.pdf

Sent from my iPhone

Begin forwarded message:

From: markc@franklincountyflorida.com
Date: May 18, 2022 at 9:18:22 AM EDT
To: Lamont Cook <slc@cookbrothersinc.com>
Cc: John Jackson <jjackson@architects-gca.com>, Connor <CRoss@architects-gca.com>, erin@franklincountyflorida.com
Subject: Fort Coombs Armory Notice of Award

Dear Mr. Cook,

The Franklin County Board of County Commissioners voted yesterday to award the contract for the fire sprinkler system in the Fort Coombs Armory to Cook Brothers, Inc. Attached is the Notice of Award and the proposed contract. Please return a copy of the executed contract to me with the additional documents noted in the Notice of Award. I will have the Chairman sign the contract and return a copy to you. I look forward to working with you on this project.

Sincerely,
Mark C. Curenton
County Planner
Franklin County, Florida
850-653-9783 x-160

180 days 687,000

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17 day of May in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Franklin County Board of County Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320
850-653-9783

and the Contractor:
(Name, legal status, address and other information)

Cook Brothers, Inc. (CBI)
1255 Commerce Blvd.
Midway, FL 32343
850-514-1006

for the following Project:
(Name, location and detailed description)

Fort Coombs Armory Renovations New Automatic Fire Sprinkler and Part Stabilization
66 4th Street
Apalachicola, FL 32320

The Architect:
(Name, legal status, address and other information)

Gilchrist Ross Crowe Architects, P.A.
413 All Saints Street
Tallahassee, FL 32301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101B-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201B-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

☒ Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Eighty-Seven Thousand Dollars and No Cents (\$ 687,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 45 days after receipt of certified application. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) through fifty percent (50%) completion, five percent (5%) thereafter.

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reduced to five percent (5%) after fifty percent (50%) work completed.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Owner receipt of close-out documents.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

Delete Article 15 of AIA A201-2017, add the following:

"Exclusive venue for any dispute between the parties arising from, or related to, this contract shall be in Franklin County, Florida, only and not in any other location, notwithstanding any complaint that the exclusive forum in Franklin County, Florida, is inconvenient. In the event of conflict between this exclusive venue provision and any conflicting provision in the contract, then this exclusive venue provision shall prevail.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mack C. Curenton, County Planner
Franklin County, Florida
33 Forbes Street
Apalachicola, Florida 32320
850-653-9783

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Lamont Cook, President

Init.

Cook Brothers, Inc.
1255 Commerce Blvd.
Midway, FL 32343
850-514-1006

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor, as modified.
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified.
- .4 *(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings – GRC Construction Documents Titled .

New Automatic Fire Sprinklers & Paint Stabilization, dated 01-27-2022.

Number	Title	Date	
.6	Specifications		
	Section	Title	Date Pages
	Volume 1	Lead Paint Stabilization	01-28-2022
	Volume 2	Bidding & Technical Specifications	01-28-2022

- .7 Addenda, if any:

Number	Date	Pages
VE Options	04-11-2022	2 Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Init.

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Ricky D. Jones, Chairman

(Printed name and title)

CONTRACTOR (Signature)

Lamont Cook, President

(Printed name and title)

MEMORANDUM

Date: ★ April 12, 2022

RE: Value Engineering Summary
Fort Coombs Armory
Franklin county Florida

To: Jordan Peoples, CBI Construction
Mark Cureton, FC
Design team

GRC and CBI met on April 8th to discuss value engineer options. The design team vetted the summary below and are issuing this to CBI for pricing. We intend to forward the pricing for each of the four options to the owner for review and acceptance.

A. Reduce Hall Lead paint mitigation scope

1. Install poly and install HEPA filters in Hall
2. Provide initial cleaning and test
3. Install single coat of primer to lockdown paint
4. Abate area and install holes for sprinkler piping
5. Reclean retest and remove poly and HEPA filters
6. **SES revised spec outline for reduced scope:**
 - Revise lead abatement work plan to reduce scraping only loose paint with no reference to a stable paint surface.
 - A penetrating paint primer shall be applied by the abatement contractor as the loose paint is scraped off the surface.
 - The floors shall be cleaned by the abatement contractor for clearance wipe testing by SESI.
7. Drawings
 - D1.1 – Revise General demo note, Delete Note D-3
 - D1.2 – Revise General demo note, Delete Note D-3
 - D2.1 – Revise General demo note, Delete Note CD-2, CD-3
 - D2.2 – Revise General note
 - D3.1 – Revise General demo note, Delete Wood trim demo note
 - A2.1 – Delete additive alternates, delete scope denoted in CR-1 and enlarged plan 3 on sheet A4.1, existing corridor ceiling to remain, delete stained crown, delete new light fixture.
 - A2.2 – Delete Add alternates,
 - A3.1 – Delete Additive alternates, delete trim notes on section 1 and 2
 - A4.1 – Delete all scope detail 1 and 3 this sheet, typical sprinkler section detail 2 remain delete finish and trim notes.
 - E2 – Delete notes 3,4,5,6,7,8,9,10,12,13,13, and 14. Delete fixture A1. Fixture A2 and scope in lounge remains.

5/18/22

B. Side entrance ceiling to Remain

1. Existing ceiling to remain
2. Exposed electrical, exit signage and conduit to remain
3. Install sprinkler piping and heads exposed to view
4. Paint sprinkle piping to match ceiling.
5. Drawings
 - D2.1 – Revise General demo note, Delete Note CD-2, CD-3
 - A2.1 – Delete additive alternates, delete scope denoted in CR-1 and enlarged plan 3 on sheet A4.1, existing corridor ceiling to remain, delete stained crown, delete new light fixture.
 - A3.1 – Delete Additive alternates, delete trim notes on section 1 and 2
 - E2 – Delete notes 3,4,5,6,7,8,9,10,12,13,13, and 14. Delete fixture A1. Fixture A2 and scope in lounge remains.

C. Eliminate New ADA ramp and rail

1. Existing ramp to remain
2. Delete new ramp and rail scope
3. Drawings
 - D1.1 – Revise General demo note, Delete Note D-3
 - D1.2 – Revise General demo note, Delete Note D-3
 - D2.1 – Revise General demo note, Delete Note CD-2, CD-3
 - D3.1 – Revise General demo note, Delete Wood trim demo note
 - A1.1 – Delete Note C-1, and section 1 & 4 sheet A4.1
 - A3.1 – Delete Additive alternates, delete trim notes on section 1 and 2
 - A4.1 – Delete all scope detail 1 and 3 this sheet, typical sprinkler section detail 2 remain delete finish and trim notes.

D. Eliminate repair and installation of new running trim

1. Lockdown paint at existing trim as noted above
2. Existing running trim to remain includes:
 - Base trim
 - Cornice trim
 - Chair rail trim
 - Soffit trim balcony trim
3. Drawings
 - D3.1 – Revise General demo note, Delete Wood trim demo note
 - A2.1 – Delete additive alternates, delete scope denoted in CR-1 and enlarged plan 3 on sheet A4.1, existing corridor ceiling to remain, delete stained crown, delete new light fixture.
 - A2.2 – Delete Add alternates,
 - A3.1 – Delete Additive alternates, delete trim notes on section 1 and 2
 - A4.1 – Delete all scope detail 1 and 3 this sheet, typical sprinkler section detail 2 remain delete finish and trim notes.
 - E2 – Delete notes 3,4,5,6,7,8,9,10,12,13,13, and 14. Delete fixture A1. Fixture A2 and scope in lounge remains.

End of notes

5/18/22

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/19/2022

PRODUCER Construction Underwriters, Inc 4168 Southpoint Pkwy - Ste 305 Jacksonville, FL 32216		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cook Brothers, Inc. 1256 Commerce Blvd Midway, FL 32343		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Amerisure Insurance Corp	19488
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt addl Insd <input checked="" type="checkbox"/> Blkt Waiver of Subro GEN AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL2006379	01/01/22	01/01/23	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence): \$300,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPPOS AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	CA2006377	01/01/22	01/01/23	COMBINED SINGLE LIMIT (EA accident): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA ACC: \$ AGG: \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE: RETENTION: \$	CU2006380 Per Project Agg	01/01/22	01/01/23	EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:	WC2095364	01/01/22	01/01/23	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$100,000 E.L. DISEASE - EA EMPLOYEE: \$100,000 E.L. DISEASE - POLICY LIMIT: \$500,000
A	L/R Equipment	CPP2006378	01/01/22	01/01/23	\$25,000 item/\$50,000Max

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Fort Coombs Armory/Convention Center Renovations, New Automatic Sprinkler System and Paint Stabilization, 66 4th Street, Apalachicola, FL 32320

All policies except Workers Comp have been endorsed to include the certificate holder as an additional insured, including completed operations, on a primary and noncontributory basis. All policies include a Waiver of Subrogation in favor of the additional insured.

CERTIFICATE HOLDER Franklin County Board of County Commissioners 33 Market Street Apalachicola, FL 32320	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Kimberly Carroll</i>
--	--

COOK BROTHERS, INC.

1255 COMMERCE BOULEVARD

MIDWAY, FLORIDA 32343

850-514-1006 phone 850-514-1007, fax

www.cookbrothersinc.com info@cookbrothersinc.com



LETTER OF TRANSMITTAL

Project #: →

22080

Project Name: ↓

Ft. Coombs Fire Sprinkler**TO:** Franklin County Board of County

Riley D. Jones, Chairman

33 Market St.

Apalachicola, FL 32320

Attention: Riley D. Jones, Chairman

Phone: 850-653-8861 x100

Email: _____

Transmitted by: Hand Delivered

Delivered By: _____

DATE: 05/19/22

ATTACHED /
REGARDING:**22080 Signed Contrat, P&P Bond and Insurance****WE ARE SENDING YOU THE FOLLOWING ITEMS:**

ITEM #	QTY	DESCRIPTION
01	01	Original Contract, AIA A101-2017, signed by Cook Brothers, Inc.
02	01	Duplicate Original Contract, AIA A101-2017, signed by Cook Brothers, Inc. (w/ SASE)
03	01	2022 Certificate of Insurance
04	01	Original P&P Bond # 3961696

THESE ARE TRANSMITTED AS SHOWN BELOW:**REMARKS:**

Please affix final signature(s) executing the attached contract, and then return one fully executed copy to Cook Brothers, Inc. using the attached Self-Addressed-Stamped-Envelope.

COPIES TO: _____

On Behalf of: **Jordan Peebles**
Project Manager, Operations**RECEIVED BY:**Name: Mark C. CurranSignature: Mark C. CurranDate: May 23, 2022Time: 10:23 a.m.Signed: **René Caldwell**

René Caldwell

Office Manager

erc@cookbrothersinc.com

NOTICE TO PROCEED

Owner:	Franklin County Board of County Commissioners	Owner's Contract No.:
Contractor:	North Florida Construction, Inc.	Contractor's Project No.:
Engineer:	Dewberry Engineers Inc.	Engineer's Project No.: 50112854
Project:	Franklin Co. Island View Park Repairs	Contract Name:
		Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on June 13th, 2022.

On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is August 27th, 2022 (75 days), and the date of readiness for final payment is September 11th, 2022 (90 days).

Before starting any Work at the Site, Contractor must comply with the following:

Owner:	Franklin County Board of County Commissioners
	<hr/>
	Authorized Signature
By:	<hr/>
Title:	Chairman, Franklin County Board of County Commissioners
Date Issued:	
Copy:	Engineer

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

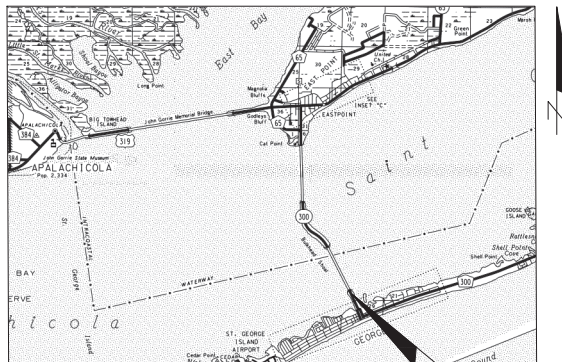
ST. GEORGE ISLAND FISHING PIER ROAD REPAIRS

PROJECT LOCATION

R

DESCRIPTION:

SHEET NO.	SHEET DESCRIPTION
C0	COVER SHEET
G1	PROJECT NOTES
C1	PROJECT LAYOUT
C2	DEMO PLAN--HURRICANE MICHAEL
C3	DEMO PLAN--HURRICANE HERMINE
C4	PROPOSED IMPROVEMENTS--HURRICANE MICHAEL
C5	PROPOSED IMPROVEMENTS--HURRICANE HERMINE
C6	SWPPP
D1	DETAILS

[illegible]

THIS PROJECT CONSISTS OF REPAIRS TO THE ST. GEORGE ISLAND FISHING PIER ROAD CAUSED BY STORM DAMAGE FROM HURRICANES HERMINE AND MICHAEL.

HURRICANE HERMINE FCCJW06 - PROJECT NUMBER 119
REPLACE 80 TN OF ASPHALT (2" THICK).
REPLACE 713.3 SY OF BASE (1" THICK).
REPLACE 250 LF OF GUARDRAIL.
REMOVE 12 LF OF CONCRETE CURB.

HURRICANE MICHAEL 365804 SGI FISHING PIER ROAD - SITE 1
REPLACE 2.93 TN OF ASPHALT (2" THICK).
REPLACE 26.6 SY OF BASE (4" THICK).

HURRICANE MICHAEL 365804 SGI FISHING PIER ROAD - SITE 2
REPLACE 0.88 TN OF ASPHALT (2" THICK).
REPLACE 8 SY OF BASE (4" THICK).

HURRICANE MICHAEL 365804 SGI FISHING PIER ROAD - SITE 3
REPLACE 3.96 TN OF ASPHALT (2" THICK).
REPLACE 36 SY OF BASE (4" THICK).

HURRICANE MICHAEL 365804 SGI FISHING PIER ROAD - SITE 4
REPLACE 9.38 TN OF ASPHALT (2" THICK).
REPLACE 85.3 SY OF BASE (4" THICK).

HURRICANE MICHAEL 365804 SGI FISHING PIER ROAD - SITE 5
REPLACE 22.44 TN OF ASPHALT (2" THICK).
REPLACE 204 SY OF BASE (4" THICK).

HURRICANE MICHAEL 365804 SGI FISHING PIER ROAD - TOTAL (5 SITES)
REPLACE 39.59 TN OF ASPHALT (2" THICK).
REPLACE 359.59 SY OF BASE (4" THICK).

ROADWAY SHOP DRAWINGS TO
BE SUBMITTED TO:

DEWBERRY
ATTN: JOSH BAXLEY, P.E.
324 MARINA DRIVE
PORT ST. JOE, FLORIDA 32456

PROJECT LOCATION

ROADWAY PLANS
ENGINEER OF RECORD: JOSHUA BRYAN BAXLEY, P.E.

P.E. NO.: 67529

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2021-22, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: N/A
For Design Standards Modifications click on
"Design Standards" at the following web site:
<http://www.fdot.gov/roadway>



NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

FISCAL YEAR	SHEET NO.
2021	C0

WATER MGMT SRV, INC. 324 MARINA DRIVE
PORT ST. JOE, FL 32456
WATER MGMT SRV, INC. 324 MARINA DRIVE
PORT ST. JOE, FL 32456

GENERAL NOTES:

1. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
2. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS APPROVED BY THE COUNTY.
3. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION (STREET SIGNS) VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
4. THE CONTRACTOR SHALL PROVIDE MOT IN ACCORDANCE WITH STANDARD PLANS INDEX 102 SERIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL DE-WATERING NECESSARY TO CONSTRUCT IMPROVEMENTS AND SHALL INCLUDE COST IN THE BID PRICE.
6. ALL PAY FACTORS FOR ASPHALT OR ANY ASPHALT RELATED ITEM SHALL NOT EXCEED 1.0.
7. THERE SHALL BE NO FUEL ADJUSTMENT FACTORS FOR THIS CONTRACT.
8. LAP BIG 3 TECHNICAL SPECIFICATIONS SHALL APPLY TO ALL ASPHALT, CONCRETE AND EARTHWORK RELATED ITEMS. ITEMS NOT RELATED TO ASPHALT, CONCRETE AND EARTHWORK SHALL CONFORM TO DIVISION II AND DIVISION III SPECIFICATIONS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED JANUARY 2020.
9. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
10. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED HEREIN, TWO BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.
11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE FISHING PIER AND BOAT RAMP AT ALL TIMES DURING CONSTRUCTION.

WATER MGMT SRV, INC. CONSOLIDATED COMMUNICATIONS MEDIACOM AT&T DUKE ENERGY
MRS. NITA MOLSBBE MR. GARY SKEPPER MR. STEVE THOMAS MR. DINO FARRUGGIO DEWAYNE BUTLER
(850) 927-2648 (850) 227-6688 (845) 2398-8673 (561) 997-0240 (850) 227-5501

REPRODUCED FROM THE RECORDS OF THE ST. GEORGE ISLAND FISHING PIER ROAD CONSTRUCTION PROJECT, PRODUCTION INFORMATION SHEET 001

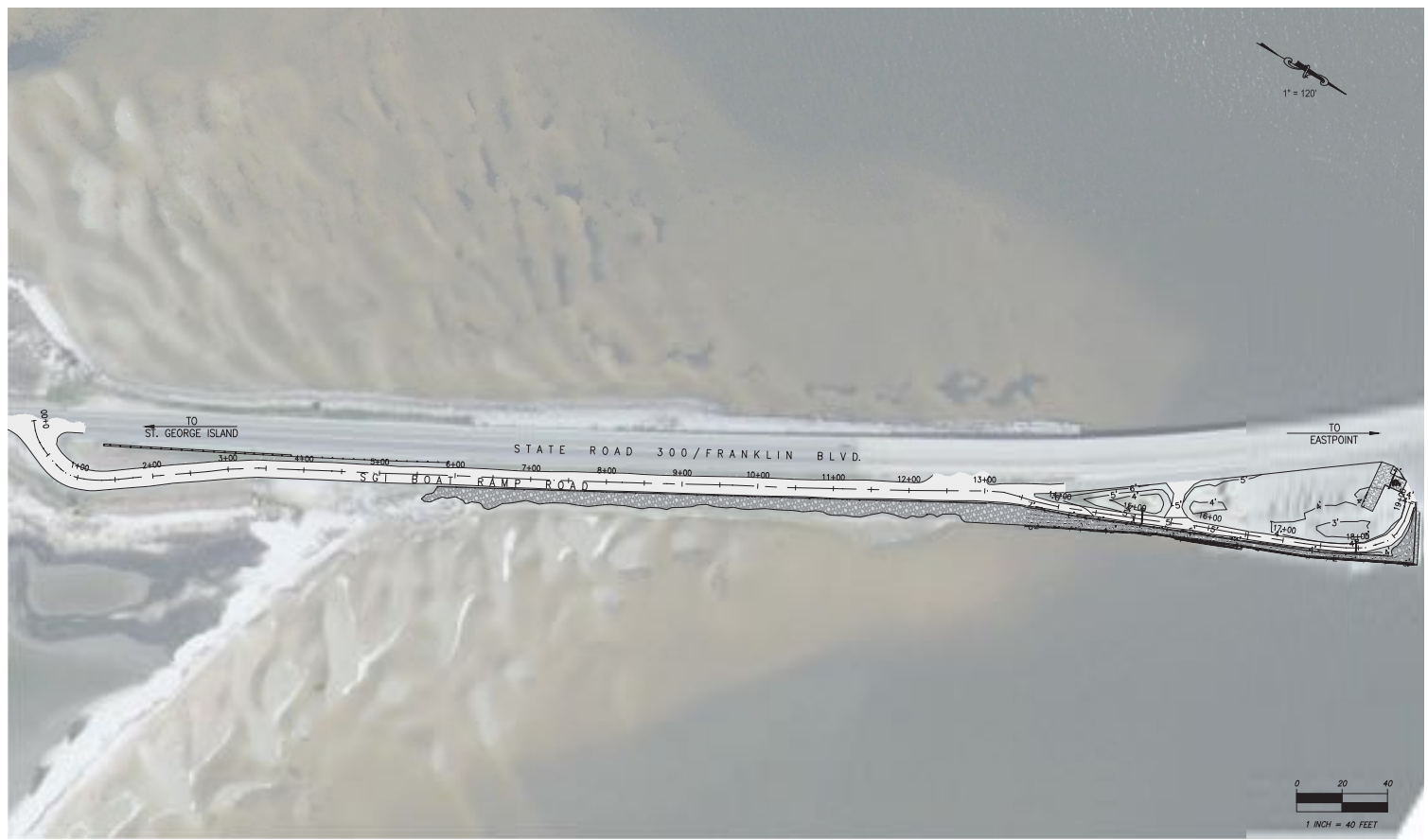
NO.	DATE	REVISION
1		
2		
3		
4		
5		

PROJECT NOTES

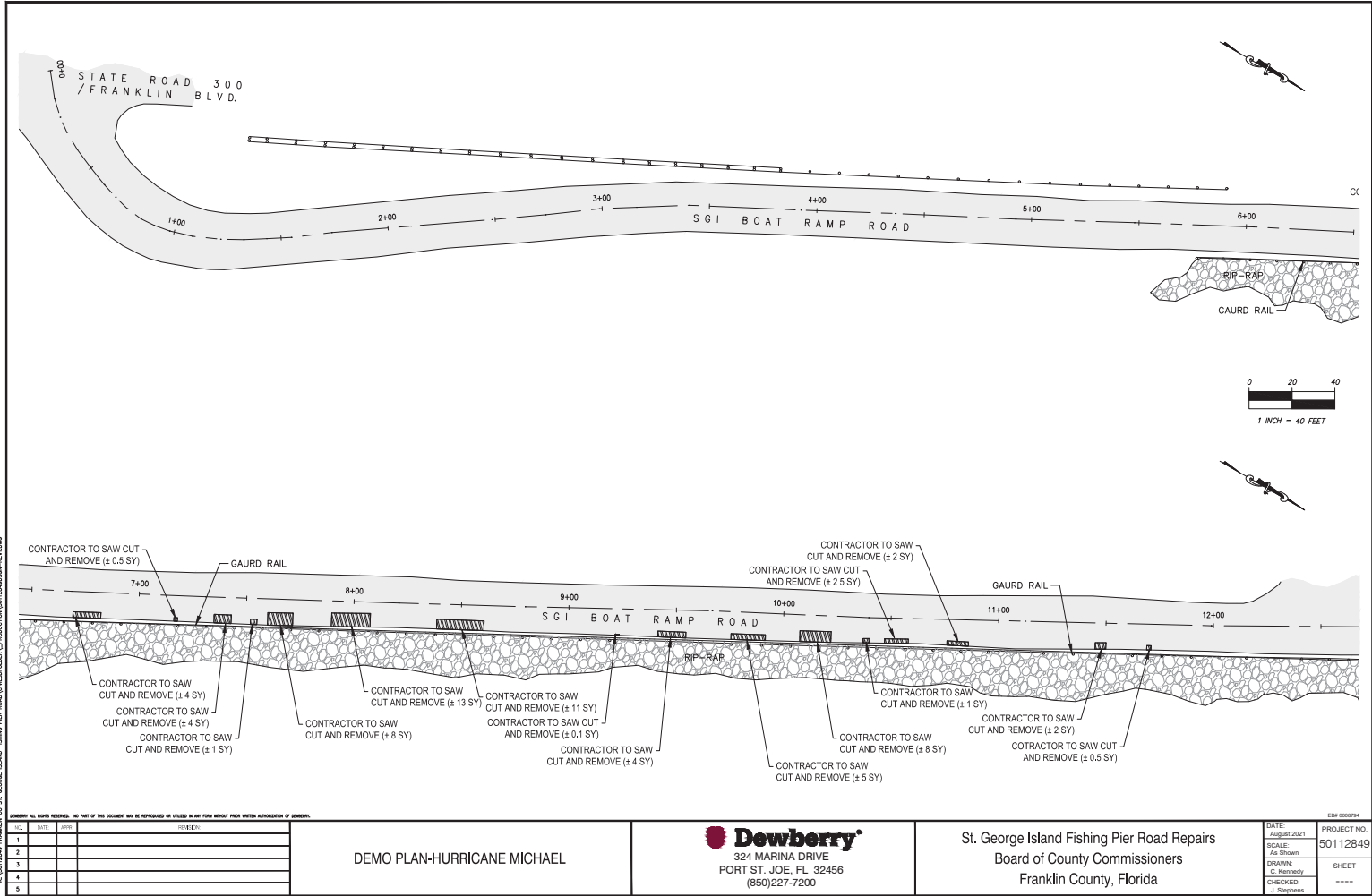
Dewberry
324 MARINA DRIVE
PORT ST. JOE, FL 32456
(850)227-7200

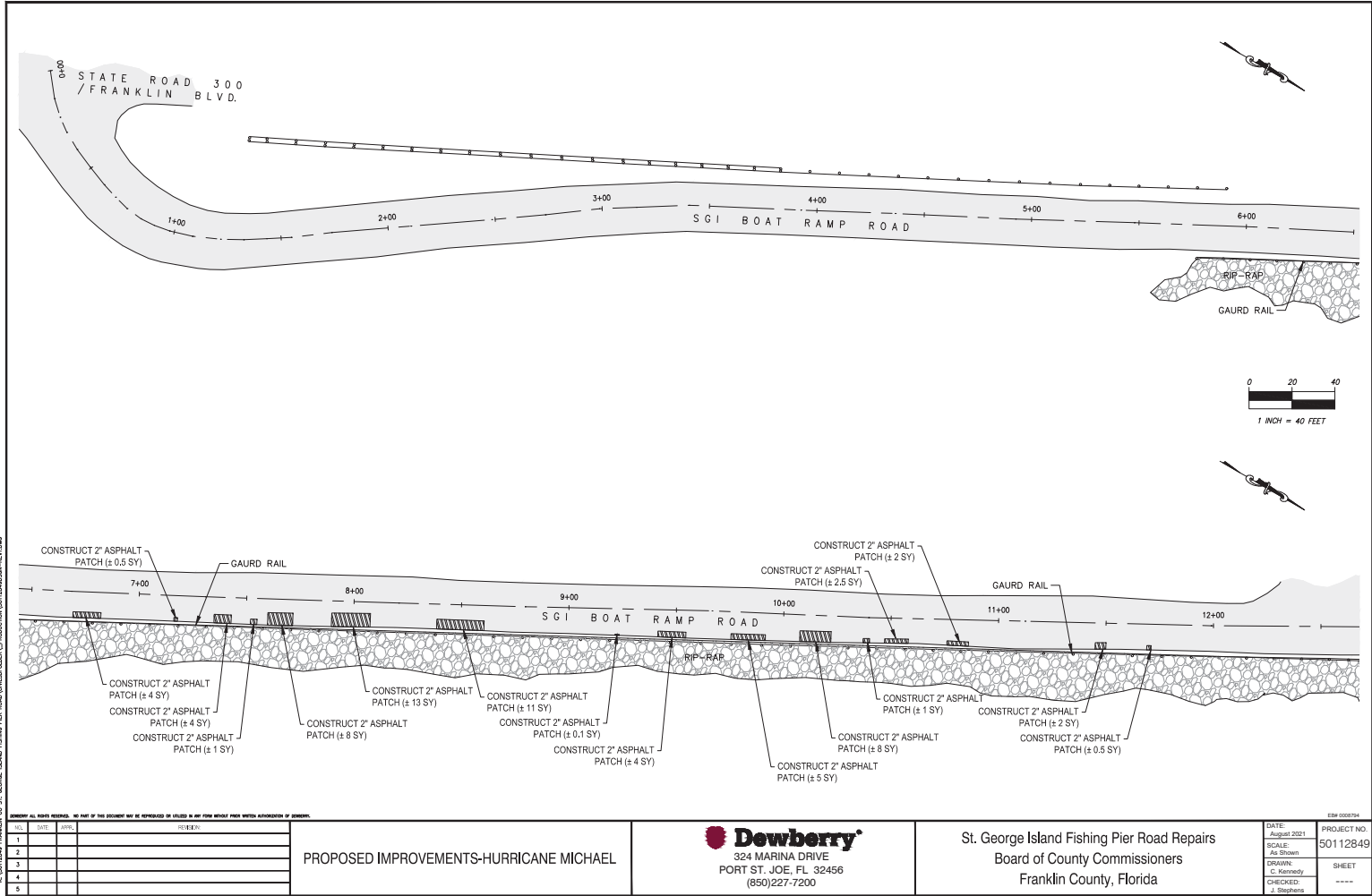
St. George Island Fishing Pier Road Repairs
Board of County Commissioners
Franklin County, Florida

DATE August 2021	PROJECT NO. 50112849
SCALE As Shown	
DRAWN C. Kennedy	SHEET G1
CHECKED J. Stephens	



DESIGNER'S SEAL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM WITHOUT PRIOR WRITTEN PERMISSION OF DOWBERRY.					EDM 0000754			
DATE	DATE	DATE	DATE	PROJECT LAYOUT	<div>Dowberry 324 MARINA DRIVE PORT ST. JOE, FL 32456 (850)227-7200</div>	<div>St. George Island Fishing Pier Road Repairs Board of County Commissioners Franklin County, Florida</div>	DATE	PROJECT NO.
1							August 2021	50112849
2							SCALE:	
3							As Shown	
4							DRAWN:	SHEET
5							C. Kennedy	----
							CHECKED:	
							J. Stephens	





NAME: A. J. JONES, DATE: 08/01/2021, PROJECT: ST. GEORGE ISLAND FISHING PIER ROAD/CHALKLEY, PRODUCTION: 50112849-HWY-501

NO.	DATE	REVISION
1		
2		
3		
4		
5		

PROPOSED IMPROVEMENTS-HURRICANE MICHAEL

Dewberry
 324 MARINA DRIVE
 PORT ST. JOE, FL 32456
 (850)227-7200

St. George Island Fishing Pier Road Repairs
 Board of County Commissioners
 Franklin County, Florida

DATE: August 2021	PROJECT NO. 50112849
SCALE: As Shown	
DRAWN: C. Kennedy	SHEET
CHECKED: J. Stephens	----

NAME: A. 2022 10/10/2021
NO. 5012849
ST. GEORGE ISLAND FISHING PIER ROAD CURB/REPAIR, PRODUCTION/NOTIFICATION-REVISED

SITE DESCRIPTION:

CONSTRUCTION ACTIVITY: REMOVAL AND REPLACEMENT OF STORM DAMAGED ASPHALT, CONCRETE RIBBON CURBING, GUARDRAIL, AND RIP-RAP.

PROJECT LIMITS: SEE SHEET C2 - C5

PROJECT DESCRIPTION: REMOVAL AND REPLACEMENT OF STORM DAMAGED ASPHALT, CONCRETE RIBBON CURBING, GUARDRAIL, AND RIP-RAP.

MAJOR SOIL DISTURBING ACTIVITIES: INSTALLATION OF SLOPE STABILIZATION MATERIALS.

- A. TOTAL DISTURBED AREA: 10,238 SQUARE FEET OR 0.23 ACRES
- B. DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE: N/A
- C. NAME OF RECEIVING WATERS: APALACHICOLA BAY

CONTROLS:

NARRATIVE - SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS THE SOIL DISTURBING ACTIVITIES FOR THIS PROJECT ARE AS FOLLOWS: ONLY UPON PROPER PLACEMENT OF ALL EROSION CONTROLS CAN SOIL DISTURBING ACTIVITIES TAKE PLACE. HAY BALES WILL BE USED LATERALLY AT SPECIFIED INTERVALS. HAY BALES SHALL BE USED TO PREVENT SEDIMENTATION FROM ESCAPING PROJECT LIMITS.

EROSION AND SEDIMENT CONTROLS:

A. STABILIZATION PRACTICES:

- TEMPORARY SODDING
TEMPORARY GRASSING
PERMANENT PLANTING, SODDING, OR SEEDING
TEMPORARY MULCHING
ARTIFICIAL COVERING
BUFFER ZONES
X PRESERVATION OF NATURAL RESOURCES

B. STRUCTURAL PRACTICES:

- SAND BAGGING
SILT FENCES
X HAY BALES
BERMS
DIVERSION, INTERCEPTOR, OR PERIMETER DITCHES PIPE SLOPE DRAINS
FLUMES
ROCK BEDDING AT CONSTRUCTION EXIT
TIMBER BEDDING AT CONSTRUCTION EXIT
DITCH LINER
SEDIMENT TRAPS
SEDIMENT BASINS
STORM INLET SEDIMENT TRAP (ROCK BAGS)
STONE OUTLET STRUCTURES
CURBS AND GUTTERS
STORM SEWERS
VELOCITY CONTROL DEVICES
TURBIDITY BARRIER
RIP RAP
X INLET PROTECTION

C. OTHER CONTROLS:

- (1) WASTE DISPOSAL: NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE
(2) OFF SITE VEHICLE TRACKING:
HAUL ROADS DAMPENED FOR DUST CONTROL
X LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
X EXCESS DIRT ON ROAD REMOVED DAILY
STABILIZED CONSTRUCTION ENTRANCE
(3) SANITARY WASTE: N/A
(4) FERTILIZERS AND PESTICIDES: FERTILIZERS AND/OR PESTICIDES SHALL BE APPLIED ACCORDING TO MANUFACTURERS' RECOMMENDATIONS BY A LICENSED OR CERTIFIED APPLICATOR AS DIRECTED BY THE PROJECT ENGINEER.
(5) NON-STORMWATER DISCHARGE (INCLUDING SPILL REPORTING): NO NON-STORMWATER DISCHARGES ARE ANTICIPATED

D. FEDERAL, STATE, LOCAL PLANS AND PERMITS: FDEP 30 DAY CONSTRUCTION NOTICE FOR EXEMPTION AND NPDES PERMIT TO BE OBTAINED BY CONTRACTOR.

MAINTENANCE:

ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES. IF A REPAIR IS NECESSARY, IT WILL BE DONE AT THE EARLIEST DATE POSSIBLE, BUT NO LATER THAN (7) CALENDAR DAYS AFTER THE SURROUNDING EXPOSED AREA HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT.

INSPECTION:

ALL CONTROLS SHALL BE INSPECTED WEEKLY BY THE QUALIFIED STORMWATER INSPECTOR AFTER 0.5" OR MORE OF RAIN. AN INSPECTION AND MAINTENANCE REPORT WILL BE MADE PER EACH INSPECTION. BASED ON INSPECTION RESULTS THE CONTROLS SHALL BE REVISED PER THE INSPECTION REPORTS.

A. THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTION THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. TO COMPLY, THE QUALIFIED STORMWATER INSPECTOR SHALL INSTALL AND MAINTAIN RAIN GAGES AND DAILY RAINFALL RECORDS. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE QUALIFIED STORMWATER INSPECTOR SHALL ALSO INSPECT AND CERTIFY THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

B. IF INSPECTIONS INDICATE THAT INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE QUALIFIED STORMWATER INSPECTOR SHALL PROVIDE ADDITIONAL MEASURES, AS NEEDED.

C. RECORDS OF THE INSPECTION AND THE CONSTRUCTION PERMIT MUST BE MAINTAINED AT THE CONSTRUCTION SITE AND BE READILY AVAILABLE FOR INSPECTION.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A NPDES PERMIT FOR CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION OR ANY DISTURBANCE OF LAND GREATER THAN ONE ACRE. THE CONTRACTOR WILL FORWARD A COPY OF THE PERMIT AND WILL PROVIDE 24 HOUR NOTIFICATION TO FRANKLIN COUNTY PRIOR TO COMMENCEMENT OF WORK. ALL REQUIRED ELEMENTS OF THE STORMWATER POLLUTION PREVENTION PLAN MUST BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION. FAILURE TO COMPLY COULD RESULT IN CODE ENFORCEMENT ACTION AND FINES. STORMWATER POLLUTION PREVENTION SHOWN IS MINIMUM AND ADDITIONAL MEASURES SHALL BE TAKEN AS NEEDED.

REPRODUCED ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR COPIED IN ANY FORM WITHOUT PRIOR WRITTEN APPROVAL OF DEWBERRY.

NO.	DATE	REVISION
1		
2		
3		
4		
5		

Dewberry
324 MARINA DRIVE
PORT ST. JOE, FL 32456
(850)227-7200

St. George Island Fishing Pier Road Repairs
Board of County Commissioners
Franklin County, Florida

DATE August 2021	PROJECT NO. 5012849
SCALE As Shown	
DRAWN C. Kennedy	SHEET
CHECKED J. Stephens	----

ST. GEORGE ISLAND FISHING PIER ROAD (CHALMERS) - PRODUCTION (NOT FOR CONSTRUCTION)

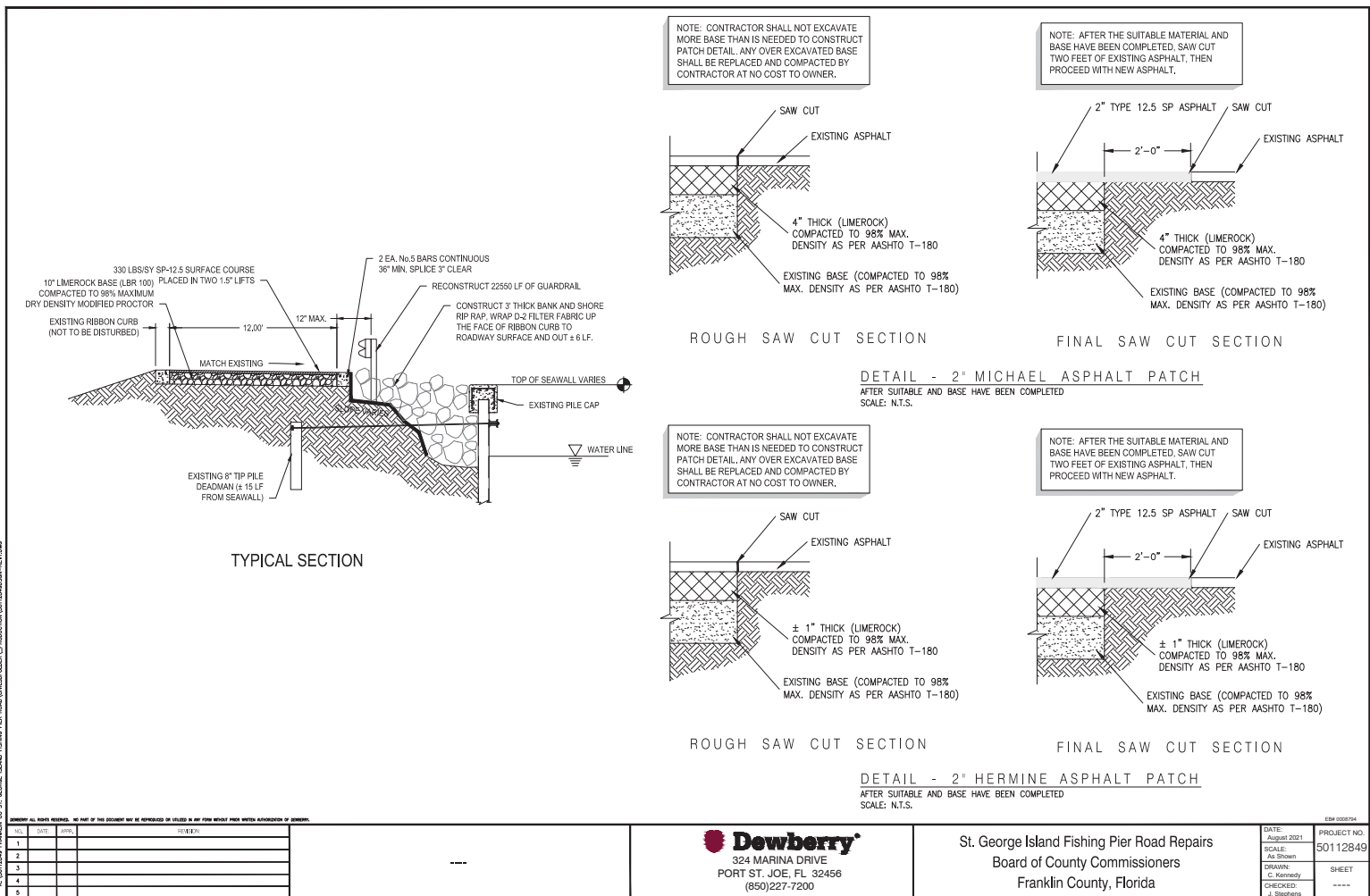
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ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR COPIED IN ANY FORM WITHOUT PRIOR WRITTEN APPROVAL OF DEWBERRY.

Dewberry
324 MARINA DRIVE
PORT ST. JOE, FL 32456
(850)227-7200

St. George Island Fishing Pier Road Repairs
Board of County Commissioners
Franklin County, Florida

DATE August 2021	PROJECT NO. 50112849
SCALE As Shown	SHEET ----
DRAWN C. Kennedy	CHECKED J. Stephens



Appendix B

Davis Bacon Wage Decision

"General Decision Number: FL20210102 06/18/2021

Superseded General Decision Number: FL20200102

State: Florida

Construction Type: Heavy

Counties: Franklin, Gulf, Liberty and Walton Counties in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	06/18/2021

* PAIN0164-005 06/01/2021

	Rates	Fringes
PAINTER: Brush and Spray.....	\$ 20.21	12.38

SUFL2009-141 06/24/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 8.46	0.00
LABORER: Pipelayer.....	\$ 12.63	1.49
OPERATOR: Backhoe/Excavator.....	\$ 10.50	1.33
OPERATOR: Bulldozer.....	\$ 13.30	1.92
OPERATOR: Loader.....	\$ 11.00	0.00

TRUCK DRIVER, Includes 4
 Axle, Distributor, Dump,
 Lowboy and Tandem Trucks.....\$ 9.89 0.00

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**APPENDIX C - SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA
STATUTES, 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 _____

By MELISSA SPIERS, CONTROLLER
[print individual's name and title]

For PIGOTT ASPHALT AND SITEWORK, LLC
[print name of entity submitting sworn statement]

whose business address is 12 ASPHALT WAY, CRAWFORDVILLE, FL 32327

(if applicable) its Federal Employer Identification Number (FEIN) is 27-4113616

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (2017), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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 (2017), 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, non-jury 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 (2017), 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 thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes (2017), means any natural person or 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 Proposals or applies to Proposal on Contracts for the provisions of goods or services 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 CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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.

[signature] [date]

STATE OF FLORIDA
COUNTY OF Wakulla

PERSONALLY APPEARED BEFORE ME, the undersigned authority Melissa Spiers
[Name of individual signing]
who, after first being sworn by me, affixed his signature in the space provided above on this

2 day of May, 2022

NOTARY PUBLIC Elizabeth Selene

My commission expires: 7/4/23



**APPENDIX D - Byrd Anti-Lobbying Amendment
Contractor Certification Form**

PIGOTT ASPHALT AND SITEWORK, LLC, as a proposed contractor for _____, certify

(Name of Contractor)

(RFQ/RFP/Bid NO.)

that any Contractor employee or Subcontractor performing work on this project must comply with regulations described in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which requires that each Contractor or Subcontractor employee certifies that he or she has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency or Congress in connection with obtaining any Federal contract, grant or any other award.

By my signature, as the Authorized Official for the Respondent, I affirm that all Contractor and Subcontractor employees understand and agree with the Byrd Anti-Lobbying Amendment requirements described above.

CONTRACTOR:

PIGOTT ASPHALT AND SITEWORK, LLC

By:



Signature

MELISSA SPIERS

Authorized Official Name

CONTROLLER

Authorized Official Title

12 ASPHALT WAY

Street Address

CRAWFORDVILLE, FL 32327

City, State, Zip

5/2/22

Date

Appendix E
Copeland Anti-Kickback Act (40 U.S.C. 3145)
Certification Form

**APPENDIX E - Copeland Anti-Kickback Act (40 U.S.C. 3145)
Contractor Certification Form**

Pigott Asphalt and Sitework, LLC, as a proposed contractor for 50112849, certify
(Name of Contractor) (RFQ/RFP/Bid NO.)
that any Contractor employee or Subcontractor performing work on this project must comply with regulations described in the Copeland "Anti-Kickback Act" (40 U.S.C. 3145), which provides that each Contractor or Subcontractor must be 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.

By my signature, as the Authorized Official for the Respondent, I affirm that all Contractor and Subcontractor employees understand and agree with the Copeland "Anti-Kickback Act" requirements described above.

CONTRACTOR:

Pigott Asphalt and Sitework, LLC

By: 
Signature

Melissa Spiers

Authorized Official Name

Controller

Authorized Official Title

12 Asphalt Way

Street Address

Crawfordville, FL 32327

City, State, Zip

5/2/22
Date

Appendix F

Drug Free Workplace Statement

APPENDIX F - DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

Pigott Asphalt and Sitework, LLC

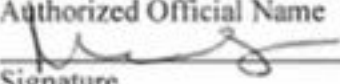
does:

(Name of Business/Company/Consultant Firm)

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, professional or contractual services that are obligated under this solicitation/contractual arrangement 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Pigott Asphalt and Sitework, LLC
Company Name
12 Asphalt Way
Street Address
Crawfordville, FL 32327
City, State, Zip Code
850-926-4840
Phone

Melissa Spiers
Authorized Official Name

Signature
Controller
Authorized Official Title
5/2/22
Date

Appendix G
Federal Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion

**EXHIBIT G - Federal Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Pigott Asphalt & Sitework, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

Pigott Asphalt and Sitework, LLC

By: 
Signature

Melissa Spiers, Controller

Name and Title

12 Asphalt Way

Street Address

Crawfordville, FL 32327

City, State, Zip

5/2/82
Date

Appendix H
Addendum to Agreement Between
Owner & Contractor

**Addendum to Agreement between Owner and Contractor for
Construction Contract (Stipulated Price) for
FEMA Funded Recovery – St. George Fishing Pier
Project Name
Federal Terms and Provisions Required by the Federal Emergency
Management Agency (FEMA)**

This addendum shall apply, accompany and serve as an extension to the existing contractual agreement between Franklin County, also known as the **COUNTY** and Pigott Asphalt and Sitework also known as the **CONTRACTOR** for **Construction of the FEMA Funded St. George Fishing Pier** (insert project name) during contract period in connection with the damages resulting from Hurricane Michael (insert name).

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

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

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

Contract notice of award date: TBD

Contract date: TBD

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. 1352)-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 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: 5/2/22
Melissa Spiers, Controller

Printed Name & Title for CONTRACTOR

By: _____ Date: _____
_____, Chairman
Franklin County Board of County Commissioners (COUNTY)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Franklin County Board of County Commissioners ("Owner") and
Pigott Asphalt and Sitework, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

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.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

St. George Island Fishing Pier Road Repairs

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Dewberry Engineers, Inc.
- 3.02 The Owner will provide a representative to assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250 for each day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. This item has been intentionally left blank.
- B. This item has been intentionally left blank.
- C. This item has been intentionally left blank.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Division II and III Specifications of the FDOT Standard Specifications for Road and Bridge Construction, dated July 2021 and any implemented modifications of those specifications. (not attached but incorporated by reference.)
 - 7. Drawings (as Appendix A) consisting of sheets C0, G1, C1, C2-3, C4-5, C6, D1 dated August 2021.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Appendices:
 - 1) Appendix A – Construction Drawings
 - 2) Appendix B – Davis Bacon Wage Decision
 - 3) Appendix C – Florida Public Entity Crimes Statement
 - 4) Appendix D – Byrd Anti-Lobbying Amendment Certification Form
 - 5) Appendix E – Copeland Anti-Kickback Act (40 U.S.C. 3145) Certification Form
 - 6) Appendix F – Drug Free Workplace Statement
 - 7) Appendix G – Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This section has been intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

**Franklin County Board of County
Commissioners**

By: _____

By: _____

Title: Chairman, Franklin County BOCC

Title: _____

*(If Contractor is a corporation, a partnership, or a
joint venture, attach evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

NOTICE OF AWARD

Date of Issuance:

Owner: Franklin County Board of County Commissioners

Owner's Contract No.:

Engineer: Dewberry Engineers Inc.

Engineer's Project No.: 50112849

Project: St. George Island Fishing Pier Road Repairs

Contract Name:

Bidder: Pigott Asphalt and Sitework, LLC

Bidder's Address: 12 Asphalt Way, Crawfordville, FL 32327

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 2, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

St. George Island Fishing Pier Road Repairs.

The Contract Price of the awarded Contract is: \$ 97,230.25

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Franklin County Board of County Commissioners

Authorized Signature

By:

Ruby D. Jones 05/18/22

Title:

Chairman, Franklin County Board of County Commissioners

Copy: Engineer



MEETING DATE: June 7, 2022
NAME/DEPARTMENT/AGENCY: Michael Morón – County Coordinator
TOTAL ATTACHMENTS:

=====

a. Action Item: SHIP Administration Selection

At your last meeting your heard from Apalachee Regional Planning Council and Community Action Agency on providing administrative services for the SHIP program, as your current administrator will not provide these services after June 30, 2022. To allow for a proper transition from your current administrator for the July 1, 2022, start date, it is recommended that the Board select one of these agencies today.

Board action to select either Apalachee Regional Planning Council or Community Action Agency to provide administrative services for the Franklin County SHIP program effective July 1, 2022.

b. Action Item: TDC Vendor Contract Advertisement

The Board by unanimous vote, at your May 17th meeting, motioned to advertise the TDC vendor contracts. This was last done in 2018, when the Board advertised for Requests for Proposals. If there are no objections from the Board, I will use those same ads after reviewing them for necessary changes. Once we receive responses to the RFP advertisements, will the Board review and rank the submitted packets or would you prefer a review committee made up of a cross-section of members to take on that task and present you with recommendations?

Board discussion and action on using the Requests for Proposals that were used in 2018 and the creation of a committee to review and rank the proposals.

c. Action Item: Private Roads Workshop

At your May 3rd meeting the Board agreed to schedule a workshop to discuss the prerequisites and conditions for the County to accept a private road to convert to a county-maintained public road. The Board has not yet set a date for this workshop. Would the Board consider July 19th or August 2nd at 1:30 p.m. for this workshop?

Board discussion and possible action on scheduling a workshop to discuss accepting private roads as county-maintained roads.

d. Action Item: Housing Summit

A couple of weeks ago, Chairman Jones and I met with Ms. Gladys Cook of the Florida Housing Coalition to discuss possible solutions to the county's affordable housing issues. Ms. Cook suggests allowing the Florida Housing Coalition to host and facilitate a public meeting, sponsored by the Florida Housing Finance Corporation Catalyst Program and at no cost to the county, to inform the public on affordable housing, the community's needs and options and opportunities. They would like to use this meeting room and assist with advertising and community announcements about the meeting. They have facilitated these meetings, referred to as summits, for other counties, the most recent being Lake County. The meeting could be scheduled in June or July and should be no longer than two hours. I will provide Ms. Cook's contact information for additional information.

Board action to authorize the Florida Housing Coalition to host and facilitate a public housing summit here in your meeting room.

- e. Action Item: Re-appoint Mr. Ted Mosteller to the CareerSource Board
Attached to my report is a letter from Mrs. Kimberly Bodine requesting the reappoint of Mr. Ted Mosteller to another three-year term on the CareerSource Gulf Coast Workforce Board. Mr. Mosteller is interested in continued service on this Board and meets the required criteria for membership.

Board action to re-appoint Mr. Ted Mosteller to the CareerSource Workforce Board representing the private sector seat for another three-year term.

- f. Informational Item: Health Department Rate Increase

Attached to my report is a letter from the Franklin County Health Department notifying the County of changes to the FY 2021-22 contract. These changes include updated funding adjustments, updated verbiage, and other revisions.

- g. Informational Item: Annual Wetland Report

Attached to my report is Northwest Florida Water Management Annual Wetland Report. As stated in the email "This includes a cumulative summary of wetland impacts permitted by the District's Environmental Resources Permitting (ERP) program together with a summary of wetlands and associated water resource lands restored and protected by District programs."



Northwest Florida Water Management District

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

Lyle Seigler
Executive Director

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

May 24, 2022

The Honorable Ricky Jones, Chair
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, Florida 32320

Dear Chair Jones:

The purpose of this correspondence is to provide an update for local government leaders and other interested parties about the status of wetland and related habitat protection in northwest Florida. Wetland Environmental Resource Permitting (ERP) has been implemented in northwest Florida since November 1, 2010. Additionally, the Northwest Florida Water Management District (NFWFMD) began in 1996 to implement a regional wetland mitigation program to support Florida Department of Transportation (FDOT) projects.

As of December 31, 2021, impacts to approximately 559 acres of wetlands have been permitted across northwest Florida through the District's ERP program, and impacts to nearly 524 acres have been permitted to support FDOT projects. Through this date, multiple NFWFMD programs have together protected nearly 170,000 acres of wetlands and restored over 31,500 acres of wetlands and adjacent protective uplands. Within Franklin County, approximately seven acres of wetland impacts have been permitted, corresponding with approximately 617 acres of restoration and nine acres of preservation. Additional information is provided in the enclosed table.

Please note that the areas indicated here reflect impacts, preservation, and restoration associated with Northwest Florida Water Management Programs only. Significant additional areas of habitat have been protected and restored by other public agencies and private nonprofit organizations.

For more information on Northwest Florida Water Management District resource restoration programs, please contact Paul Thorpe at (850) 539-5999 or Paul.Thorpe@nwfwater.com. Additional information on the District's ERP, regional wetland mitigation, and land management and acquisition programs is available online at <https://www.nwfwater.com/>.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carlos D. Herd".

Carlos D. Herd, P.G.
Director, Division of Resource Management

CDH/pt

Enclosure

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

Cumulative Habitat Impacts, Preservation, and Restoration

Northwest Florida Water Management District Programs

County	Wetlands Permanently Impacted (Acres) ¹	Habitat Area Restored and Enhanced (Acres) ²	Habitat Area Preserved (Acres) ³
Bay	313	6,611	4,285
Calhoun	8	1,688	1,610
Escambia	81	3,322	17,053
Franklin	7	617	9
Gadsden	7	11	331
Gulf	11	59	15,282
Holmes	10	233	10,915
Jackson	18	794	8,726
Jefferson	0	1	0
Leon	29	663	514
Liberty	6	70	24,450
Okaloosa	46	371	9,321
Santa Rosa	80	625	30,704
Wakulla	18	1	605
Walton	341	4,145	22,148
Washington	109	12,341	24,043
Total ⁴	1,084	31,553	169,998

¹ Impacts permitted through December 31, 2021 through the Northwest Florida Water Management District (NFWFMD) Environmental Resource Permitting program (beginning November 2010) and for Transportation projects mitigated by the NFWFMD Regional Mitigation Program (beginning July 1996)

² Area restored or enhanced through December 31, 2021 to compensate for impacts permitted through the NFWFMD ERP program, through the Regional Mitigation Program, and through other NFWFMD restoration projects

³ Wetland habitat and buffer area protected through December 31, 2021 to compensate for impacts permitted through the NFWFMD ERP program, through the Regional Mitigation Program, and by the NFWFMD land acquisition program

⁴ Figures may not sum due to rounding.

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Vision: To be the Healthiest State in the Nation

Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Date 3/21/2022

The Honorable Ricky Jones, Chairman
Franklin Board of County Commissioners
33 Market Street Suite 203
Apalachicola, FL 32456

RE: FY 2021-22 Contract between the Franklin Board of County Commissioners and the Department of Health for operation of the Franklin County Health Department

Dear Chairman Jones:

As specified in paragraph 4, section d, of the above referenced contract, either party may increase or decrease funds to the contract upon written notification to the other party. Please find the following:

- An updated summary of funding revisions
- Page 2 of the contract reflecting updated funding adjustments
- Page 5 of the contract reflecting updated verbiage in section 6.n.
- Revised Attachment I
- Revised Attachment II, Part I, II and III, incorporating the changes indicated in the summary and covering the period subsequent to the contract amendment
- Revised Attachment III, updating verbiage to include "non-discrimination"
- Revised Attachment IV, updating locations
- Revised Attachment V, updating planned special projects

If you have any questions, please feel free to contact Sarah Quaranta at 850-653-2111.

Sincerely,

Sarah Quaranta
Administrator/Director
Franklin County Health Department

Enclosures

Cc: Demonica Connell, Office of Budget and Revenue Management

FLORIDA DEPARTMENT OF HEALTH IN FRANKLIN COUNTY
CLINIC FEE SCHEDULE FY 2022 - 2023

EFFECTIVE: 07/01/2022

ADULT HEALTH SERVICES	LOCAL CODE	CPT CODE	MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
Problem Focused, new patient		99202	MEDICAID DOES NOT PAY US FOR THESE SERVICES	\$ 75.00	NO
Expanded Problem Focused, new patient		99203		\$ 114.00	NO
Detailed Low, new patient		99204		\$ 165.00	NO
Problem Focused, established patient		99212		\$ 60.00	NO
Expanded Problem Focused, established patient		99213		\$ 92.00	NO
Detailed, established patient		99214		\$ 130.00	NO
Established patient adult exam ages 18-39		99395		\$ 140.00	NO
Established patient adult exam ages 40-64		99396		\$ 140.00	NO
Established patient adult exam ages 65 and older		99397		\$ 140.00	NO
New patient adult exam ages 18-39		99385		\$ 165.00	NO
New patient adult exam ages 40-64		99386		\$ 165.00	NO
New patient adult exam ages 65 and older		99387		\$ 165.00	NO
Venipuncture/Draw fee		36415		\$ 15.00	NO
Adult Physicals (for employment, college) BRIEF (any required lab tests will be billed separately)	ADSEP			\$ 80.00	NO
Pap Smear (Thin Prep) - Quest test code 35455		88142	LAB WILL BILL INSURANCE	\$ 12.60	NO
Pap Smear with HPV - Quest test code 90933		88174	LAB WILL BILL INSURANCE	\$ 33.41	NO
HPV HR - Quest test code 92079		87621	LAB WILL BILL INSURANCE	\$ 18.00	NO
FLORIDA BREAST AND CERVICAL EARLY DETECTION PROGRAM (UNINSURED WOMEN AGE 50-64)	LOCAL CODE	CPT CODE	MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
INITIAL CBE & PAP/PELVIC & HPV (APRN)		99203	THIS PROGRAM IS FOR UNINSURED CLIENTS	\$ 95.89	FEES ARE BILLED TO FBCEDP
INITIAL CBE ONLY (APRN)		99202		\$ 62.05	
EST. CBE & PAP/PELVIC		99213		\$ 77.62	
EST. CBE ONLY (APRN)		99212		\$ 47.40	
PAP LAB FEE		88142		\$ 18.00	
HPV CO-TESTING (EVERY 3-5 YRS)		87624		\$ 18.00	
REPEAT CBE (SHORT TERM FOLLOW UP)		99212		\$ 47.40	
REPEAT PAP (SHORT TERM FOLLOW UP)		99212		\$ 47.40	
CHILD HEALTH SERVICES	LOCAL CODE		MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
School Physical	SCH100		N/A	\$ 50.00	NO
Sports Physical	SP200		N/A	\$ 50.00	NO

FLORIDA DEPARTMENT OF HEALTH IN FRANKLIN COUNTY
CLINIC FEE SCHEDULE FY 2022 - 2023

EFFECTIVE: 07/01/2022

COMMUNICABLE DISEASE SERVICES	LOCAL CODE	CPT CODE	MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
STI Screening (not part of a contact investigation) EST. Patient		99212	\$ 165.27	\$ 60.00	NO
STI Screening (not part of a contact investigation) NEW Patient		99202	\$ 165.27	\$ 75.00	NO
STI Contact Interview and Treatment (RN Visit)		99211	N/A	NO CHARGE	
STI Contact Exam and Testing (subsequent visit)	02CONT	99212	\$ 165.26	\$ 60.00	YES
Hepatitis Risk Screening - Contact Interview			N/A	NO CHARGE	
Chronic Hepatitis Screen - Hepatitis Program - State Lab		86803	N/A	NO CHARGE	
HIV Pre Test Counseling		99401	N/A	NO CHARGE	
HIV 1&2 test - State Lab		86703	N/A	NO CHARGE	
HIV 1/2 AG/AB - Quest test code 91431		87389	LAB WILL BILL INSURANCE	\$ 6.80	NO
Hepatitis B Surface Antibody (Titer)		0310	N/A	\$ 5.68	NO
Herpes Culture - State Lab		87252 87274	N/A	\$ 21.00	YES
HSV Culture and Typing - Quest test code 2649		87255	LAB WILL BILL INSURANCE	\$ 8.00	NO
Amplified Genprobe (GC/CT) - State Lab		87491	N/A	\$ 10.64	YES
Gonorrhea/Chlamydia test - Quest test code 11363		87491	LAB WILL BILL INSURANCE	\$ 12.00	NO
Syphilis Test - Qual. & Quant.- State Lab		86572	N/A	NO CHARGE	
RPR, (DX) REFL FTA - Quest test code 799		86592	LAB WILL BILL INSURANCE	\$ 2.00	NO
Destruction of Lesion(s) Female (condyloma, papilloma, molluscum, contagiosum); simple, chemical, cryo or electro		56501	N/A	\$ 85.00	YES
Destruction of Lesion(s) Male (condyloma, papilloma, molluscum, contagiosum); simple, chemical, cryo or electro		54050	N/A	\$ 85.00	YES
Injection fee		96372	N/A	\$ 26.00	YES
Penicillin 1.2 million units		J0561	N/A	\$ 113.00	YES
Rocephin (per 250mg)		J0696	N/A	\$ 2.50	YES
Benadryl		J1200	N/A	\$ 2.50	YES
LTBI services (provider visit)		99212	\$ 165.27	\$ 60.00	YES
LTBI services (RN visit)		99211	N/A	\$ 30.00	YES
TB - Contact Interview and Testing if indicated			N/A	NO CHARGE	
TB Risk Assessment		86580	N/A	\$ 20.00	NO
T-Spot		86481	LAB WILL BILL INSURANCE	\$ 27.00	NO
FAMILY PLANNING SERVICES		CPT CODE	MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
FP Physical Exam, New Patient (12 - 17 yrs old)		99384	\$ 165.27	\$ 150.00	YES
FP Physical Exam, New Patient (18 - 39 yrs old)		99385	\$ 165.27	\$ 160.00	YES
FP Physical Exam, New Patient (40 - 64 yrs old)		99386	\$ 165.27	\$ 165.26	YES

FLORIDA DEPARTMENT OF HEALTH IN FRANKLIN COUNTY
CLINIC FEE SCHEDULE FY 2022 - 2023

EFFECTIVE: 07/01/2022

FP Physical Exam, Est. Patient (12 - 17 yrs old)		99394	\$ 165.27	\$ 144.00	YES
FP Physical Exam, Est. Patient (18 - 39 yrs old)		99395	\$ 165.27	\$ 146.00	YES
FP Physical Exam, Est. Patient (40 - 64 yrs old)		99396	\$ 165.27	\$ 165.26	YES
Family Planning Counseling Visit		99403	\$ 165.27	\$ 75.00	YES
Family Planning Limited Exam		99403	\$ 165.27	\$ 75.00	YES
Family Planning Supply		99211	\$ 165.27	\$ 40.00	YES
Medroxyprogesterone Acetate (Depo Provera 150mg)		J1020	N/A	\$ 22.75	YES
Paragard IUD		J7300	N/A	\$ 233.22	YES
Mirena IUD		J7302	N/A	\$ 283.39	YES
Liletta IUD			N/A	\$ 50.00	YES
Nexplanon		J7307	N/A	\$ 399.00	YES
Insertion, non-biodegradable drug delivery implant		11981	N/A	\$ 106.42	YES
Removal, non-biodegradable drug delivery implant		11982	N/A	\$ 120.03	YES
Removal with reinsertion, non-biodegradable drug delivery implant		11983	N/A	\$ 148.65	YES
Insertion of intrauterine device (IUD)		58300	N/A	\$ 87.61	YES
Removal of intrauterine device (IUD)		58301	N/A	\$ 75.00	YES
Pap Smear (Thin Prep) - Quest test code 35455		88142	LAB WILL BILL INSURANCE	\$ 12.60	YES
Pap Smear with HPV - Quest test code 90933		88174	LAB WILL BILL INSURANCE	\$ 33.41	YES
HPV HR - Quest test code 92079		87621	LAB WILL BILL INSURANCE	\$ 18.00	YES
Urine Pregnancy Test (in house)		81025	N/A	\$ 22.00	YES
Sterilization - Male (referred to contracted provider)			N/A	per contract	YES
Sterilization - Female (referred to contracted provider)			N/A	per contract	YES

OTHER LABORATORY TESTS*		CPT CODE		STANDARD FEE	SLIDING FEE ELIGIBLE
Hepatitis B titer - Quest test code 499		86706	LAB WILL BILL INSURANCE	\$ 2.80	NO
Measles AB, IGG - Quest test code 964			LAB WILL BILL INSURANCE	\$ 13.50	NO
Mumps Titer - Quest test code 8642			LAB WILL BILL INSURANCE	\$ 13.50	NO
Rubella Immune Titer - Quest test code 802		86762	LAB WILL BILL INSURANCE	\$ 0.90	NO
MMR Panel (IGG) (Titer) (includes Measles, Mumps, and Rubella Titers) - Quest test code 5259		multi	LAB WILL BILL INSURANCE	\$ 27.90	NO
Varicella IGG (Chickenpox Titer) - Quest test code 4439		86787	LAB WILL BILL INSURANCE	\$ 5.77	NO
Varicella IGG (Chickenpox Titer) - State Lab		1570	N/A	\$ 5.00	NO
Obstetric Panel - Quest test code 20210		multi	LAB WILL BILL INSURANCE	\$ 10.60	NO
Hepatitis Panel - Quest test code 6462		multi	LAB WILL BILL INSURANCE	\$ 17.35	NO
Urine Culture - Quest test code 395		87086	LAB WILL BILL INSURANCE	\$ 3.00	NO

FLORIDA DEPARTMENT OF HEALTH IN FRANKLIN COUNTY
CLINIC FEE SCHEDULE FY 2022 - 2023

EFFECTIVE: 07/01/2022

Pap Smear (Thin Prep) - Quest test code 35455		88142	LAB WILL BILL INSURANCE	\$ 12.60	FP only
Pap Smear with HPV - Quest test code 90933		88174	LAB WILL BILL INSURANCE	\$ 33.75	FP only
HPV HR - Quest test code 92079		87621	LAB WILL BILL INSURANCE	\$ 18.00	FP only
TSH - Quest code 899		84443	LAB WILL BILL INSURANCE	\$ 2.00	NO
Hemoglobin (in house)		83026	N/A	\$ 16.00	NO
HCG, Quant., Serum - Quest test code 8396		84702	LAB WILL BILL INSURANCE	\$ 4.50	NO
Urinalysis, multistick (in house)		81003	N/A	\$ 5.00	NO
*This list of lab tests is not all inclusive. All laboratory tests sent to commercial labs (Quest and/or LabCorp) will be billed to client at current cost to CHD unless client has insurance coverage for lab test. Prices subject to change according to state contract					
INSULIN PROGRAM		CPT CODE	MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
Insulin (Regular, 70/30, NPH)			N/A	\$ 44.00	YES
IMMUNIZATIONS (ADULT, NON VFC)		CPT CODE	MEDICAID (CBR) FEE	STANDARD FEE	SLIDING FEE ELIGIBLE
<i>Prices for vaccines are subject to change based on current price to CHD from private vendor</i>					
Immunization Administration		90471/90472	MEDICAID DOES NOT PAY US FOR THESE SERVICES	\$ 26.00	NO
Immunization Administration - additional imm. during same visit		90472		\$ 10.00	NO
Hepatitis A Vaccine - INSURED/SELF PAY (PC 05) + admin fee		90632		\$ 67.56	NO
Hepatitis A Vaccine - UNINSURED (PC 17) + admin fee		90632		\$ -	N/A
Hepatitis A Vaccine - HEPATITIS PROGRAM (PC 09) + admin fee		90632		\$ -	N/A
Hepatitis B Vaccine - INSURED/SELF PAY (PC 05) + admin fee		90746		\$ 56.68	NO
Hepatitis B Vaccine - UNINSURED (PC 17) + admin fee		90746		\$ -	N/A
Hepatitis B Vaccine - HEPATITIS PROGRAM (PC 09) + admin fee		90746		\$ -	N/A
Influenza Vaccine - INSURED/SELF PAY (PC 05) + admin fee		90686/G0008		\$ 17.00	NO
Influenza Vaccine - UNINSURED (PC 17) + admin fee		90686		\$ -	N/A
Influenza (High Dose) - INSURED/SELF PAY (PC 05) + admin fee		90662/G0008		\$ 54.00	NO
Tdap Vaccine - INSURED/SELF PAY (PC 05) + admin fee		90715		\$ 40.00	NO
Tdap Vaccine - UNINSURED (PC 17) + admin fee		90715		\$ -	N/A
Rabies Vaccine - INSURED - REFER TO HOSPITAL FOR TREATMENT					
Rabies Vaccine - UNINSURED (Will Utilize Manufacturers Assistance Program)			N/A	\$ -	NO
Rabies Vaccine - UNINSURED CLIENT THAT IS NOT ELIGIBLE FOR ASSISTANCE PROGRAM (OVER INCOME)			Current Price to CHD		NO

FLORIDA DEPARTMENT OF HEALTH IN FRANKLIN COUNTY
CLINIC FEE SCHEDULE FY 2022 - 2023

EFFECTIVE: 07/01/2022

MISCELLANEOUS			FEE		
Copies of medical records/non-public documents (F.S. 456.057)		Per page	\$ 1.00		
Copies / Faxes - miscellaneous records (F.S. 119.07(4))		Per page	\$ 0.15		
Car Seats (must attend car seat education)			\$ 20.00		
VITAL STATISTICS			FEE		
Certified copy of death certificates, each			\$ 15.00		
Certified copy of birth certificates, each			\$ 15.00		



5230 West Highway 98 Panama City FL 32401
P: 850.913.3285 F: 850.913.3269
careersourcegc.com

May 23, 2022

Mr. Michael Moróne
County Coordinator
34 Forbes Street, Ste. 1
Apalachicola, FL 32320

Dear Mr. Moróne:

We respectfully request that the Franklin County Commission re-appoint Ted Mosteller to another three year term on the CareerSource Gulf Coast (Gulf Coast Workforce Board) representing the private sector. He has expressed an interest in being re-appointed to our board and meets the criteria required by state and federal law for membership. His current term expires July 2, 2022.

If additional information is required, you may contact me or Donna Stapleton at 850-913-3285. Please let us know when the commission has taken action on this request. As always, thank you for your assistance in helping our board meet the federal/state rules and regulations.

Yours truly,

A handwritten signature in blue ink that reads "Kimberly L. Bodine".

Kimberly L. Bodine
Executive Director



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*

June 6, 2022

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

For: June 7, 2022, Board Meeting

ACTION ITEMS

1. Lanark Village Volunteer Fire Department

Commissioners, I attached the proposed agreement from the Florida State Firefighters Association to act as your Fire Coordinator for the purpose of creating a new volunteer fire department for the Lanark-St. James Fire and Rescue District. The one-page agreement and its costs speak for themselves.

Mr. Amick is available via zoom to responds to any questions that the Board may have.

Board Action: I recommend that the Board approve the agreement for the Florida State Firefighters Association to act as your Fire Coordinator to create new VFD in Lanark-St. James Fire and Rescue District.

2. McIntyre Road Ordinance Public Hearing

The Florida Forest Service has requested that the Board allow it to use McIntyre Road for logging. I told them that a county ordinance prevented them from doing so.

Board Action: Does the Board want to authorize a public hearing to consider whether to allow log trucks on McIntyre Road?

3. 911 Request from Ms. Renee Brannen

The 911 Administrator, Ms. Renee Brannen, emailed me a request for the Board to approve the following: Franklin County/Rapid Deploy NG911 Bundle SaaS Agreement Addendum.

Ms Brannen tells me that the addendum is paid for from the Regional grant and is necessary for public safety because it allows dispatch to map the call.

I have not received the contract yet, but Ms. Brannen tells me that she needs this sooner than later and would prefer that the Board approve this subject to attorney review instead of waiting two more weeks until your next board meeting.

Board Action: Approval of the NG911 Bundle SaaS Agreement addendum which allows dispatch to map the calls, subject to attorney review.

INFORMATIONAL ITEMS

4. Lanark Village VFD

Two letters are attached: one dated May 12, 2022 and another dated May 24, 2022, that I mailed to the persons listed as officers of the St. James Lanark Volunteer Fire Department, Inc. The letters speaks for themselves.

5. 1426 East Gulf Beach Drive, SGI

A letter dated May 31, 2022, is attached to this report. The letter speaks for itself.

6. RV Enforcement

I am presently working on the removal of three RV's from 150 Old Ferry Dock Road, Eastpoint, Florida, that appear to be living spaces in violation of the county code.

Respectfully Submitted,


Thomas M. Shuler

Enc: as stated



FLORIDA STATE FIREFIGHTERS ASSOCIATION

2450 US Hwy. 27 Avon Park FL 33825

1-800-883-4817

Established 1925

Robert A. Amick Executive Director

Proud member since 1969

SUMMARY DRAFT PROPOSAL

This is a Summary Draft Proposal to provide assistance to Franklin Counties' Volunteer Fire Service

The Florida State Firefighters Association, Inc. (FSFA) The FSFA has shaped the way the Florida fire service has evolved since 1891 in its earliest times recorded. Although, created in the 1800's it wasn't until 1925 that the FSFA was officially chartered and recognized by the State. Some of the most impactful accomplishments are that the FSFA obtained legislation from the State to standardize all firefighting training throughout the State and established the Florida State Fire College in Ocala. The FSFA has also been instrumental in creating, developing and maintaining many Florida volunteer fire departments over the last 100 years. Moreover our current board members collectively represent over 150 years educating, mentoring and firefighting in Florida's fire service.

The FSFA can provided the following services in ala-cart style on an as needed basis

<u>Service</u>	<u>Per Hour</u>
Business Management	\$45.00
Daily Fire Operations	\$35.00
ISO Rating	\$35.00
Staff Meetings (Upper Management)	\$45.00
Membership Meetings	\$35.00
General Operations & Budgeting	\$45.00
Fire Inspections	\$30.00
Recruitment and Retention	\$20.00
Inservice Training	\$20.00
Educational Certificate Courses	\$35.00
Department Logistics	\$20.00
FSFA Program Management	\$450/Month Flat Fee

Note: All FSFA personnel shall operate within their particular realm of experience and expertise to ensure the quality and consistency necessary to be successful in this mission. Also, there shall be travel time billed if the travel becomes excessive.

All of the above include but are not limited too ongoing program services and monthly progress reporting

Executed by:

Robert A. Amick

5/26/2022

Signature of:

Robert Amick

Executive Director, FSFA

800-883-4817 rsamick4@yahoo.com

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 21st day of June, 2022, 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 RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE

The public is invited to attend the public hearing. Those persons who desire to speak regarding the adoption of the ordinance may appear at the hearing and shall be heard.

The proposed ordinance is on file with, and may be viewed at, the office of the Clerk of Court at the Franklin County Courthouse, which is located at 33 Market Street, Apalachicola, Florida.

The meeting room is handicap accessible; however, those persons who may require special assistance to attend the public meeting must make arrangements in advance by calling deputy clerk Jessica Gay at 850-653-8861, x100 at least two business days in advance of the meeting.

Any person who may desire to challenge the outcome of the meeting is responsible for recording a verbatim transcript of the meeting.

Instructions to publisher:

Publish as a display ad on June 9, 2022, in the Apalachicola Times

Invoice this ad to:

Franklin County

c/o Linda Phillips

33 Market Street, Suite 203

Apalachicola, Florida 32320

Franklin County Ordinance 2022-_____

AN ORDINANCE RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE

Whereas, Franklin County has determined that it is in the best interests of the public health, safety and welfare to rescind Ordinance 92-3; now therefore be it resolved that,

IT IS ORDAINED that Franklin County Ordinance 92-3 is hereby rescinded.

All ordinances in conflict herewith are declared null and void.

This ordinance shall take effect according to law.

Adopted this the 21st day of June, 2022.

Franklin County, a political
Subdivision of the State of Florida

By: _____
Ricky D. Jones, Its Chairman

Attest:

By: _____
Michele Maxwell, Clerk

Approved as to form and legal sufficiency:

By: _____
Thomas M. Shuler, County Attorney

Franklin County Ordinance 2022-_____

AN ORDINANCE RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE

Whereas, Franklin County has determined that it is in the best interests of the public health, safety and welfare to rescind Ordinance 92-3; now therefore be it resolved that,

IT IS ORDAINED that Franklin County Ordinance 92-3 is hereby rescinded.

All ordinances in conflict herewith are declared null and void.

This ordinance shall take effect according to law.

Adopted this the 21st day of June, 2022.

Franklin County, a political
Subdivision of the State of Florida

By: _____
Ricky D. Jones, Its Chairman

Attest:

By: _____
Michele Maxwell, Clerk

Approved as to form and legal sufficiency:

By: _____
Thomas M. Shuler, County Attorney

**AN ORDINANCE PROHIBITING VEHICLES HAVING
MORE THAN TWO AXLES FROM COMING ON OR
TRAVELING MCINTYRE ROAD; DECLARING
THAT AN EMERGENCY EXISTS**

EMERGENCY ORDINANCE

FRANKLIN COUNTY, FLORIDA

ORDINANCE NO. 92-3

WHEREAS, the Franklin County Board of County Commissioners, by a vote of at least 4/5 of the Board, declares that an emergency exists which necessitates the enactment of this ordinance, and

WHEREAS, County-owned McIntyre road is unpaved, and not constructed for heavy vehicles in all weather, and

WHEREAS, heavy trucks have made McIntyre road unusable and dangerous for passenger vehicles, and

WHEREAS, heavy trucks have torn up McIntyre road and continue to do so, exceeding the ability of Franklin County to maintain this road,

NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, in order to protect the health, safety and welfare of the people of Franklin County:

1. No person, firm, or corporation shall drive or operate any vehicle having over two axles on McIntyre Road in Sections 2, 10, and 11, Township 6 South, Range 3 West, in Franklin County, Florida.

2. No person, firm or corporation shall drive, operate or pull any trailer having a load weight over five thousand pounds on McIntyre road.

This Ordinance adopted in open regular session this 5th day of May, 1992, as an Emergency Ordinance upon a waiver of notice requirements by a 4/5th vote of the membership of the Board of County Commissioners of Franklin County, Florida, said 4/5th majority of said commission hereby declares that an emergency exists and that the immediate enactment of this ordinance is necessary.



THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, FLORIDA.

BY: B. D. B. B.
Its Chairman

ATTEST:

Lee R. P. R.
Clerk



AMENDMENT NO. 1 TO SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT

THIS AMENDMENT is by and between RapidDeploy, Inc. ("RapidDeploy") and Franklin County, Florida ("Client") (collectively, the "Parties").

WHEREAS, the Client has an Agreement with RapidDeploy identified as the Software-As-A-Service (SaaS) Agreement ("Agreement"), as executed by and between the parties on June 17, 2021; and

WHEREAS, the purpose of this Amendment No. 1 is to provide terms for the sale, permitted use, and cessation of the use of hardware identified in the attached Exhibit E – Hardware Addendum; and

WHEREAS, the terms of the Agreement allow the Client to amend the Agreement, upon mutual agreement between the Client and RapidDeploy in a fully executed amendment to the Agreement, and the Parties agree to amend the Agreement as specified herein,

NOW, THEREFORE, it is agreed by the parties to amend the Agreement as follows:

1. The parties agree that the attached Exhibit E – Hardware Addendum is hereby incorporated into and added to the Agreement as Exhibit E. Notwithstanding anything to the contrary and for avoidance of doubt, the products and services on Exhibit E shall be governed by terms of the Agreement.
2. Section 14.17 of the SaaS Agreement is replaced in its entirety with the following provisions:

14.17 Infrastructure. Except as set forth in **Exhibit E – Hardware Addendum**, all hardware and infrastructure provided to Client by RapidDeploy shall be owned and maintained by RapidDeploy or its agents and shall be returned to RapidDeploy at the end of the contract term.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through Agreement expiration or until the Agreement is cancelled, whichever occurs first. Except as herein amended, the provisions of the Agreement between the parties hereto are expressly reaffirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

RapidDeploy

Franklin County, Florida

By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

Renee Brannan

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)



Exhibit E – Hardware Addendum

This Hardware Addendum to the Software-as-a-Service (SaaS) Agreement and associated Exhibits and Addenda (together, the "Agreement") sets forth additional terms and conditions that govern the sale and use of two Emergency Data Gateway (EDG) Devices (the "Hardware") as part of Client's implementation of RapidDeploy's Product(s). Capitalized terms shall have the meaning ascribed to them in the Agreement or elsewhere in this Addendum.

1. DELIVERY; TRANSFER OF RISK AND TITLE; COSTS; ACCEPTANCE

1.1 Delivery. Unless otherwise agreed, RapidDeploy shall arrange for shipment of the ordered Hardware to the ship-to address indicated in the Order, through a common carrier designated by RapidDeploy. Delivery dates are indicative. Client shall notify RapidDeploy within 21 days of the delivery date if Client believes any Hardware included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the Hardware Documentation.

1.2 Transfer of Risk and Title; Costs. Risk of loss for Hardware transfers to Client and its Co-Owners upon Delivery. Title to Hardware, excluding Embedded Software, passes to Gulf County, Florida, Franklin County, Florida and Calhoun County, Florida ("Co-Owners") with each Co-Owner taking an equal, undivided one-third (1/3) ownership interest, upon Delivery. "Delivery" for Hardware occurs when RapidDeploy provides the Hardware to the carrier at RapidDeploy's designated point of shipment. Unless otherwise agreed, cost of transit insurance on behalf of Client shall be included in the total price stated on the Quote.

1.3 Acceptance. All Hardware will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Client retains all rights and remedies under the limited Hardware warranty terms stated below.

1.4. Hardware Price. The sale price of the Hardware is included in Client's subscription fees.

2. USE OF THE HARDWARE

2.1 Hardware. Hardware, excluding Embedded Software, is sold to Client and its Co-Owners subject to the transfer of title terms above. Client and its Co-Owners are solely responsible for the content, integrity, security, accuracy, and timeliness of data processed with, transferred from, accessed through, or stored on Hardware. Client and its Co-Owners are solely responsible for any use of Hardware it purchases, regardless of whether such use is undertaken by Client, its employees, its agents, or any third party that buys, leases, or is otherwise provided with Hardware by Client and all liabilities or other consequences arising from such use. Client will ensure that all use of Hardware complies with its obligations under the Agreement. Should Client become aware of any violation of its obligations under the Agreement, Client shall (i) immediately inform RapidDeploy thereof and provide reasonable detail regarding the nature of such violation, (ii) cease to use Hardware, and (iii) ensure that the respective employee, agent, or third-party cease to use Hardware.

2.2 Embedded Software. Hardware contains Firmware and software (together, "Embedded Software") that is owned by RapidDeploy or its subcontractors and is provided as a component of the Services to enable Client's and its Co-Owners access and use of the Product(s). Client may only



use the Embedded Software: (a) in connection with its use of the Services; (b) for the Subscription Term; and (c) in accordance with the Agreement and the Documentation.

2.3 Embedded Software License. The Embedded Software and related Documentation are licensed, not sold. Subject to compliance with the Agreement, during the Subscription Term, RapidDeploy grants to Client and its Co-owners a non-exclusive, non-transferable (except as expressly set forth herein), non-sublicensable, revocable license to use the Embedded Software in object or executable code format solely with the Hardware on which it was provided by RapidDeploy. RapidDeploy and its licensors retain all right, title, and interest in the Embedded Software not expressly granted herein.

2.4 License Restrictions. Client agrees that only RapidDeploy has the right to enhance or modify the Embedded Software, and the Embedded Software license does not include a right to Embedded Software source code. Except to the extent such restrictions are prohibited by applicable law, Client will not, and will not facilitate or permit any other party, directly or indirectly, to modify, disassemble, recompile, or reverse engineer the Embedded Software or any part thereof, or otherwise gain or attempt to gain access to the source code of the Embedded Software. Client shall not create derivative works or cause or permit others, directly or indirectly, to create derivative works based upon the Embedded Software. The Embedded Software's component parts may not be separated. Except as permitted in Section 2.3 above, under no circumstances will Client sell, license, sub-license, publish, display, distribute, rent, lease, assign, or otherwise transfer to a third-party the Embedded Software, in whole or in part, or any copy thereof.

2.5 End of Life and Subsequent Transfer of Title. Client acknowledges that the Hardware and Embedded Software contains trade secret, proprietary, and Confidential Information of RapidDeploy that is subject to terms of the Agreement. Client warrants and represents that Client will erase all data stored in the Hardware, including Embedded Software, upon: (i) the expiration or termination of the Subscription Term for any reason, or (ii) except with respect to a sale or transfer to a Co-Owner, any subsequent sale or transfer of title to the Hardware by Client. At the direction of RapidDeploy, Client shall certify in writing that all data contained on Hardware, including Embedded Software has been erased. As an alternative to erasure of Embedded Software, Client may return the Hardware to RapidDeploy at RapidDeploy's expense for erasure and secure disposal or recycling upon expiration of the Subscription Term.

3. Limited Hardware Warranty. During the Hardware Warranty Period, RapidDeploy warrants that Hardware, under normal usage and with regular recommended service, will perform substantially in accordance with the corresponding standard Documentation issued by RapidDeploy for the applicable Hardware ("Limited Hardware Warranty"). RapidDeploy's entire liability for a breach of this warranty shall be for RapidDeploy, at its option and cost, to: (i) repair the Hardware, or (ii) to replace the affected Hardware of substantially similar functionality.

4. DISCLAIMER. EXCEPT FOR THE FOREGOING HARDWARE WARRANTY, RAPIDDEPLOY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT DOES RAPIDDEPLOY WARRANT THAT HARDWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

5. DEFINITIONS.



"Embedded Software" means Firmware and software that is owned by RapidDeploy or its subcontractors and is provided as a component of the Services to enable Client's access and use of the Product(s), which is stored in the Hardware.

"Firmware" means permanent software programmed into the applicable Hardware's read-only memory, including any applicable updates thereto.

"Hardware" means the physical Emergency Data Gateway (EDG) Device(s), including all parts, elements, components thereof and accessories thereto, provided under an Order. As used throughout this Addendum, "Hardware" also includes Embedded Software installed therein, unless expressly excluded.

"Hardware Warranty Period" means a period commencing on the original Delivery Date for Hardware and concluding upon the expiration or termination of the Subscription Term.

RapidDeploy Eclipse Network & URL Whitelisting Requirements

Eclipse Network Requirements

Connectivity	<ol style="list-style-type: none"> 1. Physical connection to Local Area Network is recommended 2. 1.5 mbps per workstation is recommended with a minimum of 5 mbps per PSAP
---------------------	---

Eclipse Whitelisting Requirements - UAT & Production

URL	FUNCTION	BLOCKING RISK
*.rpdys.us *.rdeclipse.com *.rdeclipseuat.com (<i>only required if access to a UAT tenant is also required</i>)	Required - Eclipse Core URLs	Core RapidDeploy services cannot be rendered
*.auth0.com	Required – Auth0	Core RapidDeploy services cannot be rendered
*.powerbi.com *.powerapps.com *.powerapps.us *.windows.net *.usgovcloudapi.net *.powerbigov.us	Required – Power BI	Core RapidDeploy services cannot be rendered
dc.services.visualstudio.com dc.services.visualstudio.us	Required - website telemetry / user experience (Application Insights)	Core RapidDeploy services cannot be rendered
rapiddeploy.zendesk.com	Required – Customer support	Core RapidDeploy services cannot be rendered

*. fullstory.com	Required - User experience	Impacts RapidDeploy's ability to gather information needed to improve UX and troubleshoot user issues
*. gravatar.com *. wp.com	Required - User interface	User menu does not look and function as expected

RapidDeploy Radius Network & URL Whitelisting Requirements

Radius Network Requirements

PSAP Contact Center Computer Connectivity:

1. Physical connection to Local Area Network is recommended
2. A minimum bandwidth per PSAP per the below table:

Positions	Minimum Required Bandwidth	Recommended Bandwidth
1	10 mbps	10 mbps
2	10 mbps	10 mbps
3	10 mbps	10 mbps
4	10 mbps	10 mbps
5	10 mbps	10 mbps
6-10	15 mbps	25 mbps
11-15	22.5 mbps	50 mbps
16-20	30 mbps	50 mbps
21-30	45 mbps	50 mbps
31-40	60 mbps	100 mbps
41-50	75 mbps	100 mbps
50+	100 mbps	100 mbps

<The remainder of this page is intentionally blank>

Radius URL Whitelisting Requirements – Production

The following is a list of URLs that RapidDeploy provides to be whitelisted by the customer such that their services and data may be used to provide a rich and safe customer experience. Blocking any of the following URLs will result in the loss of that data and those services. As such, *RapidDeploy cannot guarantee an ideal customer experience without having the following URLs added to the local network whitelist.* Please work with your IT department to whitelist the URLs and associated IP Address ranges and Ports/Protocols outlined below.

Note: Additional whitelisted URLs may be required if customer wants to access additional 3rd party GIS services and map feature services.

URLs for General Services:

Note: The * in front of the URL indicates that any sub-domain will be included in the whitelisted URL. This ensures that if there are multiple sub-domains, they are all included in the whitelisted URL.

URL	Function	Blocking Risk
Radius Core URLs		
*.rapiddeployuat.com (only required if access to a UAT tenant is also required)	Required - Radius Core URLs	Core RapidDeploy services cannot be rendered
*.rpdty.us	Required - Radius Core URLs	Core RapidDeploy services cannot be rendered
*.arcgis.com	Map Tiles (Base Maps) - ESRI CDN	Removes ability to use these map tile services
*.arcgisonline.com	Map Tiles (Base Maps) - ESRI CDN	Removes ability to use these map tile services
*cdn.pendo.io		
*events.launchdarkly.com	Feature flag platform	Blocks the ability to selectively enable and launch new features
*gis3.geocomm.cloud	Map tiles and additional map support data - ESR	Removes ability to use these map tile services
*.withgoogle.com		
*csp.withgoogle.com/csp/recaptcha	Recaptcha authentication support	Recaptcha functionality will be disabled
Mapping Services		
atlas.microsoft.com	Map Tiles (Base maps and traffic layers)	Removes ability to use these map tile services

*.openstreetmap.org	Map Tiles (Base Maps) - OpenStreetMap CDN	Removes ability to use these map tile services
*.openweathermap.org	Map Tiles (Base Maps) - Weather	Removes ability to use these weather services
*.thunderforest.com	Map Tiles (Base Maps) - Cycling / Transport CDN	Removes ability to use these map tile services
*.virtualearth.net	Map Tiles (Base Maps) - Bing Maps CDN	Removes ability to use these map tile services
*.googleapis.com	Map Tiles (Base Maps) - Google CDN; Webpage Fonts CDN	Removes ability to use these map tile services
*.gstatic.com	Map Tiles (Base Maps) - Google CDN; Webpage Fonts CDN	Removes ability to use these map tile services
tile-service.weather.microsoft.com	Map Tiles (Base maps and traffic layers) - Azure Maps / TomTom	Removes ability to use these map tile services
api.what3words.com	Required GIS Services for what3words functionality	Removes ability to use these services
workdtiles2.waze.com	Map Tiles (Base Maps) - Waze	Removes ability to use these map tile services

URL's for RapidVideo

In order to utilize RapidVideo within the RapidDeploy Platform, the following URLs and Media Server IP Address ranges must be whitelisted on the Agency's network. Whitelisting the below URLs (and associated Ports & Protocols) and IP Address ranges will enable the necessary outbound traffic to utilize RapidVideo. There is no expectation to allow or open firewall ports for inbound traffic.

URL	Port (Protocol)
*.tokbox.com	443 (TCP)
*.opentok.com	443 (TCP)
*.twilio.com	443 (WSS)
ocsp.godaddy.com	N/A (HTTPS verification servers)
crl.godaddy.com	N/A (HTTPS verification servers)

Note: Along with the minimum requirements, opening UDP Port 3478 will give you a better experience. UDP is highly recommended over TCP for better quality audio and video. The protocol favors timeliness over reliability which is consistent with the human perceptive preferences; where we can fill in gaps but are sensitive to time-based delays. This port only accepts inbound traffic after an outbound request is sent. The connection is bidirectional but is always

initiated from the corporate network/client so it is not possible for an external entity to send malicious traffic in the opposite direction. **For the best possible experience, we recommend opening UDP ports 1025 - 65535.**

Media Service IP Addresses for RapidVideo:

IP Address Range	Ports (Protocols)
34.203.254.0 - 34.203.254.255	10,000 - 60,000 (UDP/SRTP/SRTCP)
54.172.60.0 - 54.172.61.255	10,000 - 60,000 (UDP/SRTP/SRTCP)
34.203.250.0 - 34.203.251.255	10,000 - 60,000 (UDP/SRTP/SRTCP)
3.235.111.128 - 3.235.111.255	10,000 - 60,000 (UDP/SRTP/SRTCP)
34.216.110.128 - 34.216.110.159	10,000 - 60,000 (UDP/SRTP/SRTCP)
54.244.51.0 - 54.244.51.255	10,000 - 60,000 (UDP/SRTP/SRTCP)
44.234.69.0 - 44.234.69.127	10,000 - 60,000 (UDP/SRTP/SRTCP)

First Name*

Last Name*

Email Address*

Control Room

Administrator

Supervisor - Advanced

Supervisor - Basic

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

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com

Mailing Address:
34th Street
Apalachicola, FL 32320

May 24, 2022

Harry M. Larsen, P
2618 Oak Street
Carrabelle, FL 32322

James B. Putnal IV, VP
2601 Hwy 98 E
Carrabelle, FL 32322

Cheryl L. Sumerfield, T
2591 Hwy 98 E
Carrabelle, FL 32322

Re: Return of MSBU Funds and Transfer
of Equipment Purchased with MSBU Funds
and Intent to Notify you Vacate Firehouse
at 2367 Oak Street

Via USPS and email to
jputnal@ymail.com

Dear Sirs and Madam:

I represent Franklin County, a political subdivision of the State of Florida. Franklin County is the governing board of the Lanark St. James Fire and Rescue District ("District"). I write to you as the officers named on the Florida Division of Corporations website for the St. James Lanark Volunteer Fire Department, Inc. on May 24, 2022. ("Lanark VFD")

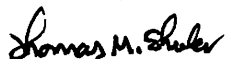
My client has terminated its agreement allowing you to provide fire and rescue services in the District. Presently, my client is providing fire and rescue operations in the District pursuant to an interlocal agreement with the Carrabelle Volunteer Fire Department while my client undertakes the creation of a replacement volunteer department for the District.

On May 12, 2022, on behalf of my client, I informed you that my client requested that you (1) return all of the MSBU funds in your possession and that (2) you transfer the fire truck and other equipment purchased with MSBU funds to Franklin County. As of May 24, 2022, you have not agreed to either request.

Attached to this letter is a copy of a deed, recorded on May 24, 2022, whereby the City of Carrabelle exercised its reverter and transferred the fire station property located at 2367 Oak Street, Lanark Village, Florida, to Franklin County. My client now owns the land and intends to ask you to vacate, but I would like to discuss how to mutually coordinate these three issues, to wit: (1) return of the MSBU money, (2) transfer of the fire truck and equipment and (3) vacating the property at 2367 Oak Street.

Please call me to discuss the above issues.

Sincerely,



Thomas M. Shuler

Enc: as stated

THIS INSTRUMENT PREPARED BY:
Thomas M. Shuler, Esquire of the
Law Offices of Thomas M. Shuler, P.A.
34 4th Street
Apalachicola, Florida 32320

Inst: 202219003169 Date: 05/24/2022 Time: 10:40AM
Page 1 of 3 B: 1336 P: 608, Michele Maxwell, Clerk of Court Frank
County, By: SM
Deputy ClerkDoe Stamp-Deed: 0.70

SPECIAL WARRANTY DEED WITH REVERTER

THIS INDENTURE, made this 18 day of May, 2022, between the City of Carrabelle, a municipal corporation under the laws of the State of Florida, whose address is 1206 Highway 98 East, Carrabelle, Florida 32322, grantor, and Franklin County, a political subdivision of the State of Florida, whose address is 33 Market Street, Suite 203, Apalachicola, Florida 32320, grantee,

WITNESSETH, that said grantor, for and in consideration of the sum of ~~(\$10.00)~~, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in FRANKLIN County, Florida, to-wit:

Street Address: 2367 Oak Street, Lanark Village, FL

Parcel No: 12-07S-04W-0000-0010-0030

Legal: See attached Exhibit "A" – legal description dated April 4, 2008, drawn by Thurman Roddenberry and Associates, Inc., of a 0.92 acre tract of land.

This is not the Grantor's Homestead.

LEGAL DESCRIPTION FURNISHED BY PARTIES AND NOT VERIFIED BY DRAFTER
THIS DOCUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR SURVEY AND IS
BASED SOLELY ON FACTS PROVIDED BY EITHER OF THE PARTIES OR AGENT.

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

and said grantor does hereby covenant with Grantee that Grantor is lawfully seized of the lands conveyed herein in fee simple; that Grantor has good right and lawful authority to sell and convey said lands; and that Grantor does hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

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

PROVIDED HOWEVER: (i) the property shall be used solely for the location of fire and life safety personnel and equipment and training activities, and (ii) should Grantee, its successors or assigns fail to use the property for fire and life safety purposes this deed shall stand cancelled and title shall revert to Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

City of Carrabelle, Florida, a
Municipal Corporation


Brenda LaPaz, Mayor, Grantor

Signed, sealed and delivered in our presence:

Miranda I. Litton
Witness: Miranda I. Litton

C. Causey
Witness: Crystal Causey

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged on this 18 day of May, 2022, by Brenda LaPaz, Mayor of the City of Carrabelle, Florida, by means of ☒ physical presence or ☐ on-line notarization and who is either ☒ personally known to me or ☐ produced _____ as identification and who did not take an oath.



Courtney Dempsey
Notary Public: Courtney Dempsey
My Commission Expires: 11-9-24

Thurman Reddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Seachoppy, Florida 32358
USA

Phone: 850-962-2338
Fax: 850-962-1103

April 4, 2008

Legal Description of a 0.92 Acre Tract
Certified To: Lanark Village Water and Sewer District

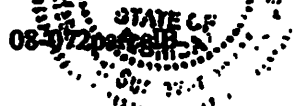
I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

PARCEL "B"

Commence at an iron rod and cap (marked #7160) marking a point of intersection of the Easterly boundary of Lanark Village, Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 14 of the Public Records of Franklin County, Florida with the Northerly right-of-way boundary of Oak Street, thence run South 50 degrees 50 minutes 50 seconds West along said Northerly right-of-way boundary 1556.03 feet to an iron rod and cap lying on the Westerly right-of-way boundary of Collins Avenue, thence leaving said Westerly right-of-way boundary continue South 50 degrees 50 minutes 50 seconds West along said Northerly right-of-way boundary 200.00 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 50 degrees 50 minutes 50 seconds West along said Northerly right-of-way boundary 200.00 feet to an iron rod and cap (marked #7160), thence leaving said Northerly right-of-way boundary run North 39 degrees 09 minutes 40 seconds West 200.00 feet to an iron rod and cap (marked #7160), thence run North 50 degrees 50 minutes 50 seconds East 200.00 feet to an iron rod and cap (marked #7160) thence run South 39 degrees 09 minutes 40 seconds East 200.00 feet to the POINT OF BEGINNING containing 0.92 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


James F. Reddenberry
Surveyor and Mapper
Florida Certificate No: 4261





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

ST. JAMES-LANARK VOLUNTEER FIRE DEPARTMENT, INC.

Filing Information

Document Number	729602
FEI/EIN Number	59-2168093
Date Filed	05/07/1974
State	FL
Status	ACTIVE

Principal Address

2367 OAK STREET
CARRABELLE, FL 32322

Changed: 04/02/2019

Mailing Address

P.O. BOX 1257
LANARK VILLAGE, FL 32323

Changed: 03/01/1999

Registered Agent Name & Address

Larsen, Harry M
2367 Oak Street
Lanark Village, FL 32323

Name Changed: 05/20/2022

Address Changed: 05/20/2022

Officer/Director Detail

Name & Address

Title VP

Putnal , James B, IV
2601 Hwy 98 E.
CARRABELLE, FL 32322

Title Treasurer

Sumerfield, Cheryl L
2591 Hwy 98 E.
Carrabelle, FL 32322

Title President

Larsen, Harry M
2618 Oak Street
Carrabelle, FL 32322

Annual Reports

Report Year	Filed Date
2020	04/10/2020
2021	03/15/2021
2022	05/20/2022

Document Images

<u>05/20/2022 -- ANNUAL REPORT</u>	View image in PDF format
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06/24/1996 -- ANNUAL REPORT

[View image in PDF format](#)

04/18/1995 -- ANNUAL REPORT

[View image in PDF format](#)

Report 06/24/1996 -- ANNUAL REPORT

Fw: Franklin County's 5/24/22 letter to St.James Lanark VFD, Inc.

From: Thomas Shuler (mshuler@shulerlawfl.com)

To: ricky@franklincountyflorida.com; bert@franklincountyflorida.com; noah@franklincountyflorida.com; smokey@franklincountyflorida.com; jessica@franklincountyflorida.com; michael@franklincountyflorida.com; jgay@franklinclerk.com

Date: Tuesday, May 24, 2022, 03:31 PM EDT

Dear Commissioners, my letter to the St. James Lanark VFD, Inc. dated 5/24/22 is attached.

Mr. Putnal is now the Vice-President.

Although not listed with the Division of Corporations, Ms. Baldwin told me in an email th

The Law Offices of Thomas M. Shuler P.A.

34-4th Street

Apalachicola, Florida 32320

(850) 653-1757 Phone

(850) 653- 8627 Facsimile

mshuler@shulerlawfl.com

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This office does not provide tax advice. You should consult with an accountant or CPA for advice on taxes.

----- Forwarded Message -----

From: Thomas Shuler <mshuler@shulerlawfl.com>

To: etbbaldwin@aol.com <etbbaldwin@aol.com>; Jb Putnal <jputnal@ymail.com>

Sent: Tuesday, May 24, 2022, 03:31:53 PM EDT

Subject: Franklin County's 5/24/22 letter to St.James Lanark VFD, Inc.

See attachment.

The Law Offices of Thomas M. Shuler P.A.

34-4th Street

Apalachicola, Florida 32320

(850) 653-1757 Phone

(850) 653- 8627 Facsimile

mshuler@shulerlawfl.com

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This office does not provide tax advice. You should consult with an accountant or CPA for advice on taxes.



FCBCC.Lanark.VFD.Itr.5.24.22.pdf

1.1MB

The Law Offices of Thomas M. Shuler, P.A.

Phone: 850-653-1757

Fax: 850-653-8627

Email: mshuler@shulerlawfl.com

Mailing Address:

344th Street

Apalachicola, FL 32320

May 12, 2022

St. James Lanark Volunteer Fire Department, Inc.
2367 Oak Street
Carrabelle, FL 32322

David Curry, COO
2367 Oak Street
Carrabelle, FL 32322

St. James Lanark Volunteer Fire Department, Inc.
P.O. Box 1257
Lanark Village, FL 32323

James B. Putnal
Treasurer/Secretary

VIA EMAIL ONLY: jputnal@gmail.com

Dear Mr. Putnal:

Mr. Putnal, thank you for speaking with me today. I represent Franklin County, a political subdivision of the State of Florida. Franklin County is the governing body of the Lanark-St. James District which collects and disburses MSBU funds for the provision of fire and emergency services. It is not the intent of this letter to recount the facts and reasons for the actions and request stated herein. It is my understanding from our conversation that you are going to present this letter and its requests to the board for the fire department tonight. Please take action on the two requests below.

On May 3, 2022, my client unanimously voted to do the following:

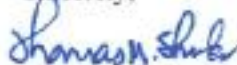
- (1) end its agreement that the St. James Lanark Volunteer Fire Department, Inc. provide fire and rescue services for the Lanark St. James MSBU District.
- (2) Hire a Fire Coordinator to start a new volunteer fire department for the Lanark St. James MSBU District.

My client also unanimously voted to request that the St. James Lanark Volunteer Fire Department, Inc. agree to do two things in as short as time as is reasonable:

- (1) Return all MSBU funds in the possession of the St. James Lanark Volunteer Fire Department, Inc. to Franklin County. These funds will be held in trust by the county for for use only for the benefit of the Lanark St. James District. This can be done by delivering a cashier's check made payable to Franklin County to either myself or Michael Moron at 34 Forbes Street, Apalachicola, FL 32320.
- (2) Transfer all of the fire and rescue equipment from the St. James Lanark Volunteer Fire Department, Inc. to Franklin County, a political subdivision of the State of Florida. I will prepare the Bill of Sale for the transfer.

Please advise me of the fire department's decision on these two requests after your meeting tonight.

Sincerely,



Thomas M. Shuler
Franklin County Attorney

COPY

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

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com

Mailing Address:
34th Street
Apalachicola, FL 32320

May 31, 2022

Headed West on SGI, LLC
2351 Christopher Place
Tallahassee, Florida 32308
Via USPS

Teresa West, Registered Agent
2351 Christopher Place
Tallahassee, Florida 32308
Via USPS and Certified Mail

Re: 1426 East Gulf Beach Drive, St. George Island, FL
a/k/a "Solitude."

Good Day:

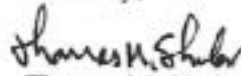
I represent Franklin County, a political subdivision of the State of Florida. Franklin County is the local government responsible for the enforcement of the zoning code. The zoning code establishes what uses of property are allowed within each zoning category. It also prohibits all uses which are not allowed within each zoning category.

I write to inform you that my client has received information indicating that you are operating a commercial wedding destination business at 1426 East Gulf Beach Drive, St. George Island, Florida. That property is zoned for single family residential uses only. Such a commercial business is not a use authorized on single family residential zoned property. I enclose a copy of the R1 zoning code that regulates your property and a copy of the property appraiser's report for your property. Please note on the report that your property class is single family.

As this matter is reviewed, I would like to give you an opportunity to provide your side of the story about the apparent operation of a commercial wedding destination business at 1426 East Gulf Beach Drive, St. George Island, Florida, should you choose to. I ask that you provide all such information to me at my address above no later than June 15, 2022. If you choose not to provide such information, then a final determination will be made by my client based on the information it has received. I have attached to this letter the information in my file on this matter (30 pages).

I plan to present this matter to the Board during its meeting on June 21, 2022.

Sincerely,


Thomas M. Shuler

Enc: as stated



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	29-095-06W-7329-0000-0080	Alternate ID	06W09529732900000080	Owner Address	AND HEADED WEST ON 5G LLC
Sec/Twp/Rng	29-9S-6W	Class	SINGLE FAMILY		2351 CHRISTOPHER PLACE
Property Address	1426 E GULF BCH DR	Acreage	n/a		TALLAHASSEE, FL 32308
District	1				
Brief Tax Description	LOT 8 BEING 1.01 AC				
	(Note: Not to be used on legal documents)				

Date created: 5/31/2022
Last Data Uploaded: 5/31/2022 7:48:13 AM

Developed by  **Schneider**
GEOSPATIAL

Parcel Summary

Parcel ID 29-095-06W-7329-0000-0080
Location Address 1426 E GULF BCH DR
Brief Tax Description LOT 8 BEING 1.01 AC SANDS OF ST GEORGE UN-RECD PLATT OR 173/75 746/487 771/446 771/455 798/422 970/433 1164/464-EASEMENT
 (Note: Not to be used on legal documents.)
Property Use Code SINGLE FAMILY (000100)
Sec/Twp/Rng 29-95-6W
Tax District UNINC CO (1)
Millage Rate 10.5541
Acreage 0
Homestead N

[View Map](#)

Owner Information

Primary Owner
 AND HEADED WEST ON SGI, LLC
 2351 CHRISTOPHER PLACE
 TALLAHASSEE, FL 32308

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
000219 - EAST END BCH FR SGI	1	UT	0	0

Extra Features

Code	Description	Length x Width	Units	Effective Year Built
0310	WD WALK	0 x 0 x	104	2006
0100	ELEV PASSENGER	0 x 0 x	1	2006
0320	CONCRETE	0 x 0 x	1,152	2006
0279	POOL RES AVERAGE	0 x 0 x	1	2006
0771	BRICK PAVERS	0 x 0 x	1,280	2006
0340	SHOWER	0 x 0 x	1	2006
0300	STEPS	0 x 0 x	136	2006

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	7/27/2021	\$100	WD	<u>1315/656</u>	Unqualified	UNQUAL/TRANSACT OF AFFILIATION	Improved	WEST	AND HEADED WEST ON SGI, LLC
N	6/18/2021	\$3,540,000	WD	<u>1305/385</u>	Qualified	QUAL/CREDIBLE,VERIF/DOC/EVIDEN	Improved	GULF SANDS,LLC	WEST/WEST
N	7/21/2008	\$100	WD	<u>970/433</u>	Unqualified	QUAL/PHY PROP CHGD AFTER SALE	Improved	HIGH JAMES E & LORI L	GULF SANDS,LLC
N	6/30/2004	\$2,075,000	WD	<u>798/422</u>	Qualified		Vacant	LIFETIME PROPERTIES INC	HIGH JAMES E & LORI L
N	1/15/2004	\$1,600,000	WD	<u>771/455</u>	Unqualified	UNQUAL/FEDERAL/STATE/LOCAL GOV	Vacant	GRINER	LIFETIME PROPERTIES INC
N	1/15/2004	\$100	WD	<u>771/446</u>	Unqualified	QUAL/DEED EXAMINATION	Vacant	ULRICH	GRINER
N	7/22/2003	\$1,325,000	WD	<u>746/487</u>	Qualified		Vacant	BROUSSARD	ULRICH
N	11/1/1980	\$40,000	WD	<u>173/75</u>	Unqualified		Vacant		

Valuation

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	\$751,750	\$711,246	\$721,706	\$506,335	\$506,335
Extra Features Value	\$44,814	\$44,814	\$44,814	\$44,814	\$44,814
Land Value	\$680,000	\$680,000	\$600,000	\$600,000	\$500,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$1,476,564	\$1,436,060	\$1,366,520	\$1,151,149	\$1,051,149
Assessed Value	\$1,476,564	\$1,392,890	\$1,266,264	\$1,151,149	\$1,051,149
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$1,476,564	\$1,392,890	\$1,266,264	\$1,151,149	\$1,051,149
Maximum Save Our Homes Portability	\$0	\$43,170	\$100,256	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice 2021

[2021 TRIM Notice \(PDF\)](#)

TRIM Notice 2020

[2020 TRIM Notice \(PDF\)](#)

TRIM Notice 2019

[2019 TRIM Notice \(PDF\)](#)

No data available for the following modules: Building Information, Sketches.

Esri and its County make every effort to provide the most accurate information possible. However, we cannot be held responsible for errors or for any consequences arising from the use of the information. The user assumes all liability for any errors or for any consequences arising from the use of the information.

[Data Privacy Policy](#)

[Copyright Policy](#)

Last Data Updated: 04/12/2021 12:41:10 PM

Version: 2.3.197

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Detail by Entity Name

Florida Limited Liability Company
HEADED WEST ON SGI, LLC

Filing Information

Document Number L20000178884
FEI/EIN Number 85-1807077
Date Filed 07/01/2020
State FL
Status ACTIVE

Principal Address

2351 CHRISTOPHER PL.
TALLAHASSEE, FL 32308

Mailing Address

2351 CHRISTOPHER PL.
TALLAHASSEE, FL 32308

Registered Agent Name & Address

WEST, TERESA
2351 CHRISTOPHER PL.
TALLAHASSEE, FL 32308

Authorized Person(s) Detail

Name & Address

Title MGR

WEST, TERESA
2351 CHRISTOPHER PL.
TALLAHASSEE, FL 32308

Title MGR

WEST, TERRY
2351 CHRISTOPHER PL.
TALLAHASSEE, FL 32308

Annual Reports

Report Year	Filed Date
2021	03/04/2021
2022	01/26/2022

Document Images

<u>01/26/2022 – ANNUAL REPORT</u>	View image in PDF format
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<u>03/04/2021 – ANNUAL REPORT</u>	View image in PDF format
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<u>07/01/2020 – Florida Limited Liability</u>	View image in PDF format
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Florida Department of State | Division of Corporations

Prepared by and return to:
Kristy Banks
Kristy Branch Banks, P.A.
171 US Hwy 98 W Suite A
Eastpoint, FL 32328
(850) 670-1255
File Number: FP21-219
Will Call No.:

Inst: 202119006249 Date: 10/04/2021 Time: 4:01PM
Page 1 of 2 B: 1315 P: 656, Michele Maxwell, Clerk of Court Frank
County, By: SM
Deputy ClerkDoc Stamp-Deed: 0.70

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this ___ day of July, 2021 between Terry W. West and Teresa West, Husband and Wife whose post office address is 2351 Christopher Place, Tallahassee, FL 32308, grantor, and Headed West on SGI, LLC, a Florida Limited Liability Company, whose post office address is 2351 Christopher Place, Tallahassee, FL 32308:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Franklin County, Florida to-wit:

Lot 8 Sands of St. George unrecorded

Commence at the most easterly corner of St. George Island Gulf Beaches, Unit 2, a subdivision recorded in Plat Book 2, Page 15, of the Public Records of Franklin County, Florida, thence with the Easterly boundary of said Unit 2 run North 18 degrees 37 minutes 19 seconds West 150.00 Ft., thence South 71 degrees 22 minutes 41 seconds West 20.00 feet, thence North 18 degrees 37 minutes 19 seconds West 410.00 Ft. to a point of intersection with the centerline of State Road No. 300, thence along said centerline run North 71 degrees 22 minutes 41 seconds East 416.89 feet to a point of curvature of a curve concave to the Southeast, thence along said curve with a radius of 5729.58 feet through a central angle of 05 degrees 59 minutes 39 seconds for an arc distance of 599.31 feet, thence North 77 degrees 22 minutes 16 seconds East 2778.72 feet to a point of curvature of a curve concave to the Northwest, thence along said curve with a radius of 5729.58 feet through a central angle of 05 degrees 20 minutes 58 seconds for an arc length of 534.94 feet, thence leaving said centerline run South 17 degrees 58 minutes 42 seconds East 50.00 feet to a point on the Southerly right-of-way line of State Road No. 300, thence leaving said Southerly right-of-way line run South 17 degrees 35 minutes 20 seconds East 177.63 feet to the POINT OF BEGINNING, thence North 69 degrees 15 minutes 53 seconds East 45.10 feet, thence South 18 degrees 02 minutes 50 seconds East 398.37 feet to a point on the Mean High Water line of the Gulf of Mexico, thence with said Mean High Water line run South 68 degrees 47 minutes 27 seconds West 13.55 feet, thence South 64 degrees 39 minutes 14 seconds West 101.37 feet, thence leaving said Mean High Water line run North 16 degrees 51 minutes 58 seconds West 407.12 feet, thence North 69 degrees 15 minutes 53 seconds East 60.70 feet to the POINT OF BEGINNING.

SUBJECT TO a 20-foot access easement and a 5-foot beach access easement as shown per plat.

Parcel Identification Number: 29-09S-06W-7329-0000-0080

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

By: 

Witness
Printed Name: Michael Hall
Witness
Printed Name: Kerson Boyd

Terry W. West

By: Teresa West
Teresa West

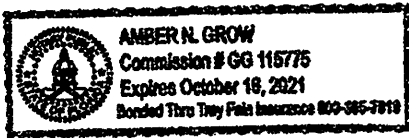
State of Florida
County of Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
21 day of July, 2021 by Terry W. West and Teresa West who ☐ are personally known or ☐ have produced a driver's
license as identification.

[Seal]

Notary Public
Print Name:
My Commission Expires:

Amber N. Grow



Solitude Luxury Waterfront Escap
Solitude - Beach Vacation Rental
Solitude - Resort Vacation Prop

resortvacationproperties.com/st-george-island-homes/solitude?gclid=CJ0KCQjw5PGFBhC2AR...

Apps
Gmail
YouTube
Maps
Imported
2020 Election
Quotes
Virtual Assistants

Description
Calendar
Special
Amenities
(3) Reviews
Policies

January 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			01	02	03	04
05 \$10,520.50	06	07	08	09	10	11
12 \$10,520.50	13	14	15	16	17	18
19	20	21	22	23	24	25
26 \$10,345.50	27	28				

November 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		01	02	03	04	05
06	07	08	09	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
\$9,243.00						

January 2023

December 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				01	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2023

 Solitude Luxury Waterfront Escar ×
 Solitude - Beach Vacation Rental ×
 Solitude - Resort Vacation Prop ×

← → ↺ 🔒 resortvacationproperties.com/st-george-island-homes/solitude?gclid=Cj0KCQjw5PGFBhCZAR...

📱 Apps 📧 Gmail ▶ YouTube 📍 Maps ■ Imported ■ 2020 Election ■ Quotes ■ Virtual Assistants ■

- ☰ Description
- ☑ Calendar
- 👉 Special
- ☰ Amenities
- 📝 (3) Reviews
- ☰ Policies

September 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				01	02	03
04	05	06	07	08	09	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						01
02	03	04	05	06	07	08
09	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- Description
- Calendar**
- Special
- Amenities
- (3) Reviews
- Policies

July 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					01	02
03	04	05	06	07	08	09
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	01	02	03	04	05	06
07	08	09	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Booked

Available

May 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			01	02	03	04
05	06	07	08	09	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Panama City Airport, SGI is a convenient destination when you want to get away without going too far. St. George Island also boasts a private airport in their Plantation community, if that is your preferred method of travel.

Currently, Solitude is an income-generating property as both a short-term destination rental and event hosting location. Solitude is the perfect venue to host weddings, family reunions, and corporate retreats creating memories for a lifetime. 2022 current bookings will generate over \$640K between vacation rentals and weddings/events. To date, Solitude has experienced a 100% booking rate with only 2 weeks left open for 2022. Due to recent rental rate increases, we expect a larger profit margin in 2023. Solitude has its own wedding coordinator to help arrange logistics and vendors if needed. You may choose from our preferred vendor list or utilize your own.

**Showings available on Sundays by appointment only.

For Rental Info Please Click [HERE](#)



Zoning Violation: 14210 E Bay 15
Beach Drive.

3/9/2022

SG1, FL

Caller: Garrett @ (850) 810-2254

Complaint: Commercial wedding venue
from a single-family residence

Comments

- Called Parks & Recs dept Fonda Davis on
Friday, March 11th asking if he has
any record of this address pulling
"leave no trace" permits. He will
check and get back to me.

- Went on FB and found evidence of
property advertising as Commercial wedding
venue. Also found evidence of mobile
vendors allowed at this location during
the events with no permits/peddler's license
and are setting up on residential
property.

For availability, visit our page on
ResortVacationProperties.com, or contact them at 877-272-
8206

WEDDINGS

If you are considering a beach wedding, look no further. We can help you plan your entire wedding no matter where you are located. Solitude has our very own wedding coordinator and can offer you the ease of pain free wedding planning.

Solitude is perfect for the venue and reception, engagement pictures, honeymoons, and family reunions. We can help you plan your wedding and rehearsal dinner with our very own exclusive vendors or you can use your chosen vendors.

Coming soon...all inclusive packages for the bride and groom. For information on wedding planning and wedding packages, contact us at SolitudeSGi@gmail.com or 850-510-8558. **See less**



Solitude SGI

February 24 at 3:58 PM



Make your wedding dreams come true at Solitude! Our team can help plan your day with our trusted vendors, or you can use your own. We just have a few openings left in 2022 and are booking 2023 now, so be sure to book your date!

2022 AVAILABILITY

Oct 2,3,4

Oct 16,17,18 ... [See more](#)



Solitude SGI

Beach Resort



Send message



Solitude SGI is at St. George Island

February 9, 2022 1:11 PM

...

Book your 2022 sun & sand vacation (or wedding celebration!) while there are still openings. Gather your friends & family for spectacular beach memories at Solitude!

- ☑ Feb 27-28, March 1
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FW: Complaint about the house "Solitude" on SGI

From: cortnib@franklincountyflorida.com (cortnib@franklincountyflorida.com)

To: mshuler@shulerlawfl.com

Date: Wednesday, May 18, 2022, 11:34 AM EDT

Sincerely,

Cortni Bankston

Zoning Administrator

Franklin County Planning Department

34 Forbes Street, Suite 1

Apalachicola, FL 32320

850-653-9783, Option 4

850-653-9799, Fax

cortnib@franklincountyflorida.com

website: www.franklincountyflorida.com

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From: coachgail@gtcom.net <coachgail@gtcom.net>

Sent: Saturday, April 30, 2022 3:39 PM

To: cortnib@franklincountyflorida.com; Steve Paterson <stevep@franklincountyflorida.com>

Cc: 'Commissioner Ricky Jones' <ricky@franklincountyflorida.com>; Brad Addison <charles.addison@flhealth.gov> 461

Subject: Complaint about the house "Solitude" on SGI

Hello Cortni and Steve,

On the night of April 3rd around 10:25 p.m. I went outside my home on the bay on the East End of SGI. I heard very loud music coming from a live band, much like one would hear from a place like Harry A's or some other bar/restaurant/music venue. I got in my car to investigate. The very loud music was coming from a beach house called Solitude. It looked like every light inside and outside of the house was on and a live band was playing and people were cheering just like at a concert. I took a video of all of the cars lined up along both sides of the street for whatever was taking place at this house, along with the house and the music and cheers of the people.

The next morning around 7 a.m., I drove past the house on my way to the airport for a business meeting. There were many cars still in the driveway from people who had obviously stayed the night.

On Saturday, April 23rd on my way home from the SGI Brewfest around 6 p.m., I saw a very long line of cars again for another event at Solitude. That evening around 9:30 p.m. I drove to the house again to see what was taking place. This time I parked along the road next to Solitude's driveway, got out of my car and stood on the bike path to take another video. The house again had a lot of lights on inside and outside, a DJ was playing very loud music and people were dancing. While doing the video from the bike path, out of the darkness and completely unexpected came a golf cart that almost ran into me. Thankfully the driver quickly swerved to avoid hitting me. Being electric and because of the loud music, I didn't hear the golf cart coming and it had no lights on it. The driver was obviously shuttling people to/from their cars to the house using the bike path, which is illegal. I realized, after-the-fact, that in one of the photos I took of all of the cars along E. Gulf Beach Drive on the way home from Brewfest, one photo captured the golf cart and its driver in the midst of shuttling the guests that evening before dark.

Weddings, family reunions and other large-gathering events have been taking place on SGI for as long as I've been coming here since the mid-1980's and have owned my home since 2000. They have always been done quietly, respectfully and with almost no notice. However, the owner of Solitude has taken hosting weddings and other large gatherings to a disturbing and obscene level that must be stopped. In addition to promoting Solitude on its own website, the owner is also promoting it on the website called "The Knot". The Knot is where people go to find venues and other services to plan their weddings.

Yesterday, I learned that Solitude is now up for sale for \$6,399,000. On the realtor's website, the house is being promoted as a wedding/event venue that will generate income. This house is being run as a business and is beyond the pale of the short-term rental homes on SGI. This kind of "business" should not be allowed to exist in a quiet, residential neighborhood.

Residents and visitors are attracted to SGI because of its peace and quiet and low-key character. The owners of Solitude are destroying that peace, quiet along with the quality of life for those who are in the vicinity of this house, all in the pursuit of their own personal financial gain. I am certain that if this isn't stopped immediately, then the owners of other mega-homes on SGI will see a huge financial opportunity and follow suit.

Below are links to the two above-mentioned videos that I took. Please make sure your speakers are turned up to fully experience how loud the music was on those nights. Also below are links to Solitude's website, The Knot wedding planning promotional page for Solitude and the realtor's website promoting the sale of Solitude as a wedding/large gathering venue.

- Video taken around 10:25 p.m. Saturday, April 2, 2022: <https://youtu.be/Hq9Ar2ZOAao>
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- Solitude house website: <https://solitudesgi.com/>
- Wedding planning website: <https://www.theknot.com/marketplace/solitude-st-george-island-eastpoint-fl-2051589>
- Website promoting the sale of Solitude as a wedding/event venue: <https://jonkohler.com/property/florida/solitude-beach-house/>

Attached is a document with the photos I took of the cars that were still at Solitude on April 4th the morning after the live band performed. Included in this document are photos of the line of cars I encountered on my way home from Brewfest. The other attached document shows screenshots from the realtor's website that I've marked up to highlight how this property is being promoted to be sold.

Not only is it totally unacceptable for this kind of "business" to be run within a quiet residential neighborhood of SGI, but I am also concerned about this house's septic system capacity to be able to accommodate the level of people who attend these events, as well as, the large number of events conducted over multiple weeks and months. As you'll read on the realtor's website, this house is almost totally booked through the end of 2022 except for a couple of weeks. Therefore, I have included a representative from the Franklin County Health Department and request that, at its earliest convenience, the Health Department look into the permitted size of this house's septic system and let me know if this level of use complies with State ordinances.

The kinds of events that are taking place at this house should be held at hotels or other more appropriate venues located in commercial districts and not in a quiet residential neighborhood.

Please let me know what the county will do to stop the owners of Solitude and any potential

new owner from continuing their destruction of the peace and quiet character of SGI. If you have questions or would like to discuss this with me, please call me on my cell phone which is 850-653-6061.

Thank you, and I look forward to hearing back.

Gail

Coach Gail

Gail M Rieglmayer



***Helping business owners and individuals to live their best lives,
professionally and personally.***



SOLITUDE HOUSE PHOTOS.pdf
1.1MB



Solitude Sales Website Promo.pdf
352kB



image001.jpg

12.2kB



image002.jpg

2.7kB

RE: Follow-up to email RE: Complaint about the house "Solitude" on SGI

From: cortnib@franklincountyflorida.com

To: mshuler@shulerlawfl.com

Date: Wednesday, May 18, 2022, 12:00 PM EDT

I believe it is zoned Residential. This is the first time we got photo evidence on this complaint.

I'm sorry I thought you were listed in the original email. I'm trying to determine how we handle this.

Sincerely,

Cortni Bankston

Zoning Administrator

Franklin County Planning Department

34 Forbes Street, Suite 1

Apalachicola, FL 32320

850-653-9783, Option 4

850-653-9799, Fax

cortnib@franklincountyflorida.com

website: www.franklincountyflorida.com

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From: Thomas Shuler <mshuler@shulerlawfl.com>
Sent: Wednesday, May 18, 2022 11:52 AM
To: cortnib@franklincountyflorida.com
Subject: Re: Follow-up to email RE: Complaint about the house "Solitude" on SGI

Cortni, is this a follow-up to me or Ms. Gail? I don't recall seeing this before now.

I'll come check the zoning map to confirm, but I believe that all the property in that area is zoned residential.

The Law Offices of Thomas M. Shuler P.A.

34-4th Street
Apalachicola, Florida 32320
(850) 653-1757 Phone
(850) 653- 8627 Facsimile
mshuler@shulerlawfl.com

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This office does not provide tax advice. You should consult with an accountant or CPA for advice on taxes.

On Wednesday, May 18, 2022, 11:34:28 AM EDT, cortnib@franklincountyflorida.com
<cortnib@franklincountyflorida.com> wrote:

Good morning,

This is the 2nd complaint we've gotten. And finally got photos from Gail. I'm not sure how to handle this. I've asked the first person who reported for photos of the dj and food trucks set up and haven't gotten a response yet.

Sincerely,

Cortni Bankston

Zoning Administrator

Franklin County Planning Department

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Apalachicola, FL 32320

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From: coachgail@gtcom.net <coachgail@gtcom.net>

Sent: Sunday, May 1, 2022 10:23 AM

To: cortnib@franklincountyflorida.com; Steve Paterson <stevep@franklincountyflorida.com>

Cc: 'Commissioner Ricky Jones' <ricky@franklincountyflorida.com>; Brad Addison <charles.addison@flhealth.gov>

Subject: Follow-up to email RE: Complaint about the house "Solitude" on SGI

Good morning,

Last night I again went outside my home on the bay on the East End of SGI and heard very loud, live music, similar to what one would hear at a bar/nightclub. It became obvious that it was from an event just a few lots to the east of my home. I took a video of the event from the end of my dock at around 10:22 p.m. When I first heard the music, it was being performed by a live band. However, after the band stopped playing, the music transitioned to a DJ and continued well into the night.

Here is a link to my video (be sure your speakers are turned up):
<https://youtu.be/EP66RYLHA-c>

It is obvious that these kinds of events are already a growing trend on SGI. I urge the BOCC to adopt a noise ordinance and/or do whatever is necessary to put a stop to this unacceptable trend that disturbs the peace, quiet and laid-back character of SGI and negatively impacts the quality of life for residents and visitors. If this isn't stopped, I believe that these kinds of events will become rampant throughout all of SGI. These kinds of gatherings should not be happening in quiet, residential neighborhoods. They belong in a commercial venue in a commercial district.

Respectfully,

Gail M. Riegelmayer

1471 E. Gulf Beach Drive

St. George Island

850-653-6061

From: coachgail@gtcom.net <coachgail@gtcom.net>

Sent: Saturday, April 30, 2022 3:39 PM

To: Cortni Bankston <cortnib@franklincountyflorida.com> <cortnib@franklincountyflorida.com>; Steve Paterson <stevep@franklincountyflorida.com>

Cc: 'Commissioner Ricky Jones (ricky@franklincountyflorida.com)' <ricky@franklincountyflorida.com>; Brad Addison (charles.addison@flhealth.gov) <charles.addison@flhealth.gov>

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Thank you, and I look forward to hearing back.

Gail