



Board of County Commissioners - Regular Meeting

Tuesday, July 19, 2022 at 9:00 am

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

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

Meeting Information

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

To join Zoom via computer, use the link <https://us06web.zoom.us/j/81594968366> on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626- 6799 or (929) 205-6099 and enter ID number (815 9496 8366#). All attendees are muted by default.

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

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

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

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

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

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

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

- 1. Call to Order**
- 2. Prayer and Pledge**
- 3. Payment of County Bills**
- 4. Weems Memorial - David Walker (CEO) & David Bowling (Alliant) - Update**
- 5. Public Comments**

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

Constitutional Officers

- 6. Clerk of Courts - Michele Maxwell - Report**
 - a. Action Item: Value Adjustment Board Appointments**
- 7. Superintendent of Schools - Steve Lanier**

A RESOLUTION OF THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA, ORDERING AND PROVIDING FOR THE HOLDING OF A REFERENDUM ELECTION TO DETERMINE IF THE ELECTORS OF THE SCHOOL DISTRICT OF FRANKLIN COUNTY, FLORIDA, AUTHORIZE THE SCHOOL BOARD TO CONTINUE THE .5 MILL FOR FOUR ADDITIONAL YEARS FOR THE ESSENTIAL OPERATING EXPENSES.

Department Directors Reports

- 8. Superintendent of Roads and Bridges - Howard Nabors**
 - a. Informational Items**
- 9. Solid Waste Director - Fonda Davis**
 - a. Action Item: 2022 FRANKLIN COUNTY SHARKS AAU TOURNAMENT**

As the Board has expressed support in the past for a basketball program, Allison Speed has stepped up and formed a team. Mr. Speed has requested assistance from the parks department with cost of the team's hotel expenses when they travel to AAU tournaments in Orlando on July 18-21. Please see the attached information sheet.

b. Informational Items

10. Emergency Management Director - Pam Brownell

a. Informational Items

11. Extension Office Director - Erik Lovestrand

a. Informational Items

12. Mosquito Control - Dewitt Polous

Other Reports

13. Interim Airport Manager - Ted Mosteller

a. Informational Items

Presentations and Requests

14. FSU Coastal & Marine Lab - Sandra Brooke PhD - Request

We would like to initiate a pilot project with the farmers in Alligator Harbor, by placing four 44" x 44" x 24" shell collection bins near the road to the east side of Lynards Landing boat ramp. The bins would be collected every other day and brought to the FSUCML property to condition for restoration. We would place the bins away from the beach where people gather and fish, and the bins would be locked to avoid them being used as trash receptacles or raided by bears. I have copied Mr. Reid Tilley, who holds an oyster lease in Alligator Harbor and who will be coordinating this effort.

Planning and Zoning Adjustment Board Report

Click [here](#) for the PZA report.

15. Variance Requests

a. 700 East Pine Ave

Consideration of a request for a variance to encroach a max of 13 feet into the front 25-foot setback to accommodate an 80'x30' home addition as to avoid disruption into the sand dune. Property is described as 700 East Pine Ave Unit 4, Block 39, Lot 1, Franklin County, Florida. Request submitted by Bryce Ward, agent for Tim and Ana Anthuis, applicants.

b. 575 US Hwy 98

Consideration of a request for a variance to encroach approximately 20 feet into the front 25-foot setback to construct a front porch addition. Property described as 575 US Hwy 98, Eastpoint, Franklin County, Florida. Request submitted by Randall Crews, applicant

16. Commercial Site Plan Applications

a. 136 Hwy 98

Consideration of a request for Commercial Site Plan review of commercial recreational Pole Barns on a 1 +/- acre parcel located at 136 US Highway 98.

Eastpoint, Franklin County, Florida. Request submitted by Christopher Varnes, applicant. (A different site plan was reviewed and approved by P&Z in September 2020)

b. 160 E Pine Avenue

Consideration of a request to construct a 14'x24' Storage shed on property located at 160 E Pine Avenue, Unit 1, Block 5E, Lots 31 and 32, St. George Island, Franklin County, Florida. Request submitted by John and Sheryl Simmons, Applicants

17. Sketch Plat Applications

a. Destiny Subdivision

Consideration of a request for Preliminary plat approval for 8 Lots on a 9.67 +/- acre of land lying in Section 35, Township 7 South, Range 5 West, located on Frank McKamey Way, Carrabelle, Franklin County, Florida. Application submitted by Paige Joseph, agent for Danny Bilger, applicant

b. Coastal Paradise

Consideration of a request for Sketch plat approval for 3 Lots on a 5 +/- acre of land lying in Section 18, Township 8 South, Range 5 West, located in Eastpoint, Franklin County, Florida. Application submitted by Thurman Roddenberry, agent for John Dozier, applicant. (Well & Septic)

RFP/RFQ/Bid Opening

18. ST. GEORGE ISLAND BOAT RAMP REQUEST FOR PROPOSALS FWC Agreement No. 21107

The Franklin County Board of County Commissioners is seeking civil engineering services relating to the design and permitting of a wave attenuation device and a boat loading dock on the seawall outside of the existing launch basin. These improvements will protect the existing boat launch basin and provide a place to tie up vessels while the vehicles and trailers are parked or retrieved. Responding individuals or firms must be a licensed engineer in the State of Florida. The selected individual or firm will have 360 days to complete the design and permitting.

Response Deadline: Monday, July 18, 2022, at 4:30 P.M. EDT

Opening Date: Tuesday, July 19, 2022, at The County Commission meeting which begins at 9:00 A.M. ET.

This project is funded with assistance from the Florida Fish and Wildlife Conservation Commission. By submitting a letter of response, the Consultant certifies that no principle is presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation on this transaction by any government department or agency.

Information regarding the proposal and the complete Request for Proposals package can be obtained from Mark C. Curenton, County Planner, 850-653-9783 x-160 or

markc@franklincountyflorida.com. In order to ensure a fair, competitive, and open process, once a project is advertised for proposals, all communications between interested firms and the County must be directed to Mark C. Curenton, County Planner, 850-653-9783 x-160 or markc@franklincountyflorida.com.

If interested, qualified Consultants are required to submit the original and two (2) copies of the letter of response to the Franklin County Clerk's Office, 33 Market Street, Suite 203, Apalachicola, FL 32320 by the response deadline. All letters of response shall be sealed and marked on the outside of the envelope "RFQ SGI Boat Ramp Improvements".

County Staff & Attorney Reports

19. Fiscal Manager/Grants Coordinator - Erin Griffith

- a. BOARD ACTION: Alligator Point Beach Restoration Project Scope and Coastal Consulting Agreement (less MSTU/MSBU development section)**
- b. BOARD ACTION: Alligator Drive Multi-Use Path Project: AECOM CEI Contract Extension and FDOT Request for Additional Funds**
- c. BOARD INFORMATION: County Budget Update & Budget Workshop Schedule**

20. County Coordinator - Michael Morón

- a. Action Item: DISC Village Letter of Support**
- b. Action Item: Website Search**
- c. Action Item: Alligator Drive Project Request**
- d. Informational Item: TDC Vendor Contract Advertisement Update**
- e. Informational Item: Housing Summit Reminder**

21. County Attorney - Michael Shuler

- a. Action Item: Waste Management Inc. First Addendum to Contract**
- b. Action Item: Consideration of Process for Overlay District for Highway 98 Corridor, Eastpoint, Florida**
- c. Action Item: Request to Hold Public Hearing to Consider Adoption of an Ordinance**
- d. Action Item: Request Authority to Enforce Apparent RV Ordinance Violation at 150 Old Ferry Dock Road and 158 Hickory Dip Road, Eastpoint, Florida**
- e. Action Item: Request to Hire Planner for Ordinance 82-6 Regulating Campers and RVs Update**
- f. Action Item: Possible Purchase of Land at 342 Highway 98, Eastpoint, Florida**

Commissioners' Comments & Adjournment

22. Commissioners' Comments

23. Adjournment

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

MICHELE MAXWELL

FRANKLIN COUNTY
CLERK OF THE CIRCUIT COURT

33 MARKET STREET, SUITE 203
APALACHICOLA, FLORIDA 32320



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

Clerk's Report to the Board July 19, 2022

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

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



MEETING DATE: July 19, 2022
NAME/DEPARTMENT/AGENCY: Howard Nabors, Road Department
TOTAL ATTACHMENTS: 10

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Road Department Board Report

Information Items

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



FRANKLIN COUNTY DEPARTMENT OF

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

DIRECTOR'S REPORT

FOR: The Franklin County Board of County Commissioners

DATE July 19, 2022

TIME: 9:00 A.M.

SUBJECT(S):

2022 FRANKLIN COUNTY STATE DIXIE SOFTBALL AND BASEBALL TEAMS

RESULTS:

FOR BOARD INFORMATION: The Franklin County Dixie Softball Teams state resulted in the Darlings placed 4th out of 8 in teams, Angels X-Play placed 2nd out of 6 in teams, Belles placed 6th out of 6 in teams and Ponytails X-play State Runner Up. The Dixie Baseball Team Franklin County placed in 3rd out of 7 in teams.

ACTION REQUESTED: None.

2022 FRANKLIN COUNTY SHARKS AAU TOURNAMENT:

As the Board has expressed support in the past for a basketball program, Allison Speed has stepped up and formed a team. Mr. Speed has requested assistance from the parks department with cost of the team's hotel expenses when they travel to AAU tournaments in Orlando on July 18-21. Please see the attached information sheet.

ACTION REQUESTED: Hotel Expense of the County AAU Basketball Team.

FOR BOARD INFORMATION:

June 29th -July 12th **RIGHT-OF-WAY DEBRIS PICKUP**

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
44.73 TONS	79.78 TONS	66.83 TONS	46.13 TONS	27.45 TONS	4.42 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	12.84 TONS	3.58 TONS	5.41 TONS	-0- TONS	-0- TONS	-0- TONS	.24 TONS

REQUESTED ACTION: None

Report to Board of County Commissioners

Date: July 19, 2022

Action Items:

Information Item:

1. 07/19/22 Participated in the FEPA Annual Committee Meeting Zoom Call.
2. 07/16/22 Submissions for the Poster Contest Deadline.
3. 07/15/22 Completed Re-Entry tag applications and mailed tags as requested.
4. 07/15/22 Participated in the FEPA County EM Directors Working Group Meeting Zoom Call.
5. 07/14/22 Participated with the Fire Departments, Sheriff, EMS, and EOC Meeting/Cookout at Vrooman Park.
6. 07/13/22 Updated Staff Certificates in SertTrac for compliance with NIMS, EMPA, EMPG, and other grants
7. 07/13/22 Updated EMPA, EMPG, EMPG-ARPA Reports with info on hand to date. Will complete as soon as Salary Breakdown is received.
8. 07/13/22 Assisted resident with signing up for Alert Franklin.
9. 07/13/22 Completed Re-Entry tag applications and mailed tags as requested.
10. 07/12/22 Jennifer Daniels Registered for Virtual Class Gulf Resource Advisor Training to be held on 08/03-08/04/22.
11. 07/12/22 Emailed Red Cross to set up meeting that was rescheduled earlier this month.
12. 07/12/22 Emailed Kenneth Williams with Williams Communications regarding our radios.
13. 07/12/22 Mailed EOC Design Grant Modification to Berenice Hernandez with FDEM.
14. 07/12/22 Posted to FB, Website, and sent via Alert Franklin information regarding possible Flooding Event, Tropical Update, and future outlook. Also sent to WOYS Oyster Radio.
15. 07/12/22 Contacted 10-8 Fire Equipment in Walton County regarding emergency lights for EOC Response vehicle F250.
16. 07/12/22 Contacted Noggin, EMMA, Agility and Veoci regarding quote for an FCEM app.
17. 07/12/22 Assisted resident with signing up for Alert Franklin.
18. 07/12/22 FEPA Mid-Year Text Update Zoom Call.
19. 07/12/22 SPN Registry Working Group Teams Meeting.
20. 07/12/22 Completed ID tags for SGI Volunteer Fire Department.
21. 07/11/22 Updated Budget information to be submitted to Erin.
22. 07/11/22 Updated FB with information regarding weather outlook.
23. 07/11/22 Shared Boil Water Advisory from City of Carrabelle to Facebook.
24. 07/11/22 Shared photos and thank you to FB for help with Sign Up Event.
25. 07/11/22 Participated in the Monthly FDEM Meeting with County EM Directors Call.
26. 07/10/22 Updated FB with information regarding weather outlook.

27. 07/10/22 Assisted resident with signing up for Alert Franklin.
28. 07/08/22 Completed Re-Entry tag applications and mailed tags as requested.
29. 07/08/22 Assisted resident with signing up for Alert Franklin.
30. 07/08/22 Updated Facebook with information regarding Rip Currents, Internet Speed Test, Weather Outlook.
31. 07/08/22 Emailed Certificate of Liability Insurance for SDR to Jessica Gay.
32. 07/07/22 Updated Vehicle Maintenance Logs for FCEM.
33. 07/07/22 Emailed copy of the Match Agreement signed by FCBOCC to Traci Buzbee.
34. 07/07/22 Held Sign Up Event at Chillas Hall in Lanark Village. EOC Staff along with assistance from DOH, CERT, and the Property Appraiser assisted residents with signing up for Alert Franklin, Re-Entry Tags, Special Needs Sheltering, Emergency Evacuation Transportation, and CERT.
35. 07/06/22 Emailed info on HazMat/WMD Course Offering to FCSD, FCSW, FCRD, DOH, Weems, and EMS.
36. 07/06/22 Emailed Franklin County Schools and ABC Charter School requesting a copy of their updated Emergency Plan.
37. 07/06/22 Uploaded EMPA Grant signed by FCBOCC to Salesforce.
38. 07/06/22 Sent email to Fonda regarding Registration for Gulf Resource Advisor Training. Local resource advisors (or biological monitors) monitor field work to ensure coastal resources are protected during debris removal operations.
39. 07/06/22 Forwarded list of reportable incidents from FDEM to Sheriff's Dept to update.
40. 07/06/22 Assisted resident with signing up for Alert Franklin.
41. 07/06/22 FEPA Mid-Year Planning Zoom Call.
42. 07/06/22 Completed Re-Entry tag applications and mailed tags as requested.
43. 07/05/22 FEPA Annual Committee Meeting Zoom Call.
44. 07/05/22 Requested updated SAT Phone number listing from FDEM Region 2 Coordinator. He plans to provide list by end of this week.
45. 07/05/22 Contacted Sign Design regarding price quote on Debris Magnets.
46. 07/01/22 Pre-Season meeting with Debris Contractors regarding upcoming hurricane season.
47. 06/23/22 FCEM in partnership with the Franklin County Public Library is holding a Severe Weather Poster Contest. All contestants will deliver their submission to the Franklin County Public Library. Submissions will then be posted to FCEM Facebook page for the public to vote for the winner. Winner will be chosen by the most "likes". The Winners submission will then be posted to the FCEM Kiosks throughout Franklin County.
48. 06/28/22 Updated FB with information regarding weather outlook, Pet Heat Safety, PTC Two.
49. 06/28/22 Participated in the F-ROC Kickoff Training Session Part 1. F-ROC will become a requirement by FDEM in the near future and FCEM has agreed to be part of their pilot program ensuring that FCEM will be ready prior to being required. FCEM will be preparing a presentation with a full explanation of F-ROC.
50. 06/30/22 Attended the Region 2 meeting in Leon County.
51. 06/30/22 Registered for ARPC Full Scale Family Reunification Exercise to be held on July 28th.

- 52. 06/30/22 Contacted MyEMA App regarding quote for App for FCEM
- 53. 06/27/22-06/30/22 Jennifer Daniels attended and received certificate for MGT-000 Pilot class Managing Public, Private and NGO Partnerships to Prepare for and Solve Critical Logistics and Supply Chain Challenges During Large Scale Disasters.
- 54. 06/23/22 Completed monthly IPAWs Test.
- 55. 06/23/22 Participated in the ESF 17 FDACS Regional County Meeting.
- 56. 06/22/22 Participated in the Monthly Alert Florida Meeting/Call.
- 57. EOC staff are working to update slides to be pushed out on our digital kiosks located throughout the county.
- 58. EOC staff are updating the logistics plan including the Emergency Fuel Plan.
- 59. EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for storms and disasters.

KIOSK LOCATIONS:

- Carrabelle – Franklin County Courthouse Carrabelle Annex
Carrabelle Chamber of Commerce
- Eastpoint – Carquest
- Apalachicola – Franklin County Emergency Management
Apalachicola Chamber of Commerce
Apalachicola Post Office

- 60. EOC Staff are verifying our SERT Emergency Sites including Disaster Recover Center's, County Staging Areas, County Points of Distribution, Sandbag Distribution Locations, etc.
- 61. EOC Staff are in the planning process for a WebEOC training for all persons who work the EOC during a disaster. This training will allow for ease of use of the WebEOC software during an event. Notices for this training will be sent out very soon.

Pamela Brownell

Pamela Brownell
Director



MEETING DATE: July 19, 2022
DEPARTMENT: UF/IFAS Franklin County Extension Program
TOTAL ATTACHEMENTS: None

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Informational Items

General Extension Activities:

1. Extension staff hosted a visit from our new Dean of Extension (Dr. Andra Johnson). Dr. Johnson is visiting throughout the NW Extension District to get to know his faculty and staff and their needs.
2. Extension Director participated in the bi-monthly board meeting for the Friends of the Apalachicola NERR. Currently serving as VP on the board.
3. Extension Director participated in a Zoom meeting with other UF Extension faculty who work on natural resource topics. Plans were covered for several upcoming activities across the NW Extension District.

Sea Grant Extension:

4. Extension Director participated in a statewide meeting via Zoom with Florida Sea Grant faculty and administration for updates and sharing of project information.

4-H Youth Development:

5. Planning meetings are taking place with other regional faculty to host an in-person Ag Adventures program with our 4th graders at the UF Quincy research farm in October.

Family and Consumer Sciences:

6. Family Nutrition Program assistant continues to provide nutrition programing in local schools and with adult groups.

Agriculture/Home Horticulture:

7. Extension Director conducted multiple field visits in Apalachicola, Carrabelle, Lanark Village and St. George Island during this period to assist homeowners on various issues including palm disease diagnosis, insect pest identification and treatment, and more.

BCC Report for July 19, 2022 from the airport:

Good Morning Commissioners, Again--most of my report this morning is lots of FYI:

a) Projects and issues addressed in previous meetings are still ongoing--Master Plan, Flight Obstruction, Fuel Farm, Drainage, Equipment repair/shelter, Apron Rehab, Airport Managers office, T/Box hangars, Leases, Industrial Park, Roof concerns, etc. etc.

b) Continue lots of mower equipment problems. You can almost see the grass growing!!!

c) **Questions/discussion?**

Respectfully,
Ted Mosteller



MEETING DATE: June 19, 2022
NAME/DEPARTMENT/AGENCY: Erin Griffith, Fiscal Manager/Grants Coordinator
TOTAL ATTACHMENTS: See Attached

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a. BOARD ACTION: Alligator Point Beach Restoration Project Scope and Coastal Consulting Agreement (less MSTU/MSBU development section)

At the August 24, 2021 meeting the Board approved a \$200,000 grant agreement with the Florida Department of Environmental Protection's Beach Management Division for the design and permitting phase of the Alligator Point Beach Nourishment Project. As stated during the August, 2021 meeting, the Board is not obligated at this time to proceed with construction, only completion of the scope approved by FDEP. As part of the May 18th, 2021 discussion on the RESTORE program, it was mentioned that the DEP grant application was pursued (with MRD & Associates as the lead) in hopes of providing a design and cost estimate should the county wish to proceed with the construction of an artificial beach structure along the washout area of Alligator Drive. A rough construction cost estimate of \$10,000,000 was mentioned at that time with conceptual initial construction funding sources of \$5,000,000 from FDEP and \$5,000,000 from the RESTORE program. MRD Associates submitted an agreement for coastal consulting services which would be fully funded by the FDEP grant and would conduct surveys, prepare a design, obtain regulatory permits and develop a Municipal Services Taxing Unit (MSTU) to fund the maintenance component of the nourishment project. The Board paused on the task order due to the need for more information in regard to the differences between MSTU or MSBU funding. As the county has a grant to perform the work and at this point there would be no cost burden to the county or the Bald Point Trust Fund, staff suggests authorizing the task order less the MSTU section of not to exceed \$31,950 as there is a significant amount of engineering, calculation of quantities and costs for construction and maintenance of a beach. Once the estimated cost of construction and maintenance is known, that may in turn help with any decision relative to a funding mechanism for the maintenance if the project is ever pursued.

Board Action to approve and authorize the chairman to sign the attached agreement for Coastal Consulting Services for MRD Associates, Inc. less Task 5 for the conceptual

development of an MSTU which can be discussed at a later date once preliminary construction and maintenance costs are established.

b. BOARD ACTION: Alligator Drive Multi-Use Path Project: AECOM CEI Contract Extension and FDOT Request for Additional Funds

The Alligator Drive Multi-Use Path is nearly complete, but there is an issue with the sod. The county is withholding the final payment until this issue is resolved. The contract with the CEI firm, AECOM, is set to expire on July 31, 2022. Since the project has not been closed out the county will need to extend this contract. Mark Curenton recommends extending it to October 31, 2022. This will allow sufficient time for the sod to stabilize the shoulders.

In a related issue, AECOM has exceeded the man-hours they originally estimated for the project as the project has taken longer than originally anticipated. AECOM has calculated their additional time as 115.5 man-hours, which translates into an additional \$9,895.71. Mark has checked with FDOT, and this can be an eligible expense that FDOT could reimburse the County for. To request additional grant funds, the Board will need to submit a letter to FDOT requesting the funding for the CEI cost overrun.

Board action to authorize and approve the chairman to sign the extension of the CEI contract for AECOM to October 31st, 2022.

Board action to authorize and approve the chairman's signature on the attached letter to FDOT requesting additional grant funds to cover the CEI cost overrun.

Board Action to accept and approve the attached County-Wide Dune Restoration Study as prepared by MRD Associates, Inc.

Board Action to accept the scope recommendation above moving forward for the development of a RESTORE construction grant application for the County-Wide Dune Restoration Project.

c. BOARD INFORMATION: County Budget Update & Budget Workshop Schedule

Franklin County
Board of County Commissioners
County Coordinator's Report
July 19, 2022

a. Action Item: DISC Village Letter of Support

DISC Village, Inc. is a private, non-profit, 501c3 corporation that provides a full continuum of behavioral healthcare along with child welfare and criminal justice services to Franklin and other area counties. To expand and upgrade their behavioral health services in Franklin County, they are applying for a grant, with the assistance of Representative Jason Shoaf's office, and asking the Board to sign a letter of support. As the deadline was noon on Friday, July 8th, I asked the Chairman to sign this letter of support with the anticipation that the Board would agree. Sheriff Smith also supports this grant application.

Board action to ratify the Chairman's signature on a letter of support for DISC Village's grant application to expand and upgrade their behavioral health services in Franklin County.

b. Action Item: Website Search

Chairman Jones and Commissioner Ward asked that I research the possibility of allowing users of the county's website Agenda & Minutes page the ability to search the minutes and agendas by entering a word or phrase in a text box. I contacted our website administrator/vendor and it will cost up to \$4,300 to create this feature on the county's website Agenda and Minutes page. Once the application is created, county staff may need to rescan some of the older minutes and agendas so that those files can be searched by the application.

Board action to authorize the creation of an application for a cost up to \$4,300 that would allow users to search minutes and agendas on the County's website.

c. Action Item: Alligator Drive Project

As the Alligator Drive project is progressing, there is a need for an additional load of beach sand. The need for the sand is not part of the original project scope, so Commissioner Boldt will pay the \$800 cost from District 2's paving fund to have the sand delivered to the project area.

Board action to authorize an additional load of beach sand delivered to Alligator Drive for \$800 which will be paid from District 2's paving fund.

d. Informational Item: TDC Vendor Contract Update

Mr. John Solomon, TDC Administrator, and I met last week to review the Request for Qualifications for vendors providing services to the TDC. We will meet again next week to review and edit the Instructions and RFQ Documents that are part of the RFQ and

then submit the request to the print media for advertising. Once the RFQ has been submitted then we will discuss a process for ranking the submittals.

e. Informational Item: Housing Summit Reminder

As a reminder, there will be a Housing Summit this afternoon at 5 p.m. (ET) here in your meeting room. This summit will be streamed on Zoom for viewing and participation.

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

Phone: 850-653-1757

Fax: 850-653-8627

Email: mshuler@shulerlawfl.com

Mailing Address:

34-4th Street

Apalachicola, FL 32320

July 15, 2022

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Re: July 19, 2022, Meeting of the Board

Action Items

1. Waste Management, Inc. First Addendum to Contract

At your last meeting, the Board considered the proposal of Waste Management, Inc. to extend their current contract for an additional five-year period. This extension is authorized by the current contract. A copy of the proposed addendum and the original contract are attached.

In sum, the tonnage cost will rise from approximately \$17.00 per ton to \$29.00 per ton, with a discount of \$2.00 per ton if the County delivers more than 1,400 tons in any given month. The other change is that the CPI adjustment will occur annually instead of once every two years and the current 3% cap will be eliminated.

Except as amended, the original contract will remain in full force and effect.

Board Action Requested: Discussion and possible action on the proposed First Amendment.

2. Consideration of Process for Overlay District for Highway 98 Corridor, Eastpoint, Florida.

Commissioners, I am proposing the following process for consideration of a possible overlay district for the Highway 98 Corridor for part of Eastpoint, Florida.

I am proposing holding an advertised public workshop before the PZBOA advisory board on Tuesday, August 9, 2022, for the purpose of receiving public comment on ideas that the public may suggest for consideration in the proposed overlay district. A similar workshop was held for the SGI overlay. Due to scheduling, the planner, Allara Gutcher, will not be present. This workshop will allow the county to gather information for the planner to consider for the second workshop.

Things to consider for the proposed Eastpoint Overlay will include the boundaries along Highway 98 to be included in the overlay, possible changes to the principal and allowable uses of property within the overlay boundary and whether to establish design and landscaping requirements; to include other suggestions from the public.

A second public workshop before the advisory PZBOA board will be held on September 13, 2022, for additional public comment and for the planner to make a presentation on the proposed overlay based on public input from the first workshop.

Following the two workshops, a draft overlay district will be prepared and presented to the Board of County Commissioners for commissioner comment and additional public comment.

Following the presentation of the draft to the County Commission, the first of two public hearings will be scheduled for the Board to consider adoption of an ordinance establishing the proposed Eastpoint Overlay.

Finally, like was done with Alan Pierce when he was a consultant for the county, I would like Board approval for the planner to contract through my office and I will again add her fees to my monthly invoice for reimbursement by the Board.

Board Actions: Board discussion on the process and whether the Board has additions or corrections to the process for consideration of the proposed Overlay District for Eastpoint along part of the Highway 98 corridor and Board consideration of allowing me to hire the planner through my office and receive reimbursement from the Board.

3. Request to Hold Public Hearing to Consider Adoption of an Ordinance

A circumstance has arisen where at least one person has parked a RV within an unimproved county right of way and is living there. While there are a number of state laws on the books that authorizing towing from roads and right of ways, I do not find any state law or local ordinance which addresses this circumstance. There may also be a houseboat on blocks within another part of this same right of way in another location.

I am requesting authority to hold a public hearing for you to consider an ordinance authorizing towing of vehicles from public property designated as a county right of way, but which has not been improved with a road.

Board Action Requested: Board action authorizing a public hearing to consider the ordinance described above.

4. Request Authority to Enforce Apparent RV Ordinance Violation at 150 Old Ferry Dock Road and 158 Hickory Dip Road, Eastpoint, Florida

There is an apparent RV ordinance violations at 150 Old Ferry Dock Road and 158 Hickory Dip, Eastpoint, Florida. The RV owners have been personally served with

notice of the violation and given a deadline to cease and desist, but the RV remains following the expiration of the deadline. These RVs are located on private property.

Board Action Requested: Board action authorizing enforcement of the RV ordinance, to include, but necessarily be limited to, a lawsuit.

5. Request to Hire Planner for Ordinance 82-6 Regulating Campers and RV's Update

The Board has previously authorized me to review and recommend possible changes to the scope and enforcement mechanism for ordinance 82-6 that regulates Campers and RVs.

I request Board approval to hire a planner, Allara Gurcher Mills, to provide planning advice and testimony on the proposed update to ordinance 82-6. She is the same planner working on the proposed Eastpoint Overlay ordinance.

I also request Board approval for her to contract through my office and I will add her fees to my monthly invoice for reimbursement by the Board.

Board Action Requested: Authority to hire Allara Gurcher Mills to provide planning advice and testimony for the proposed update to Ordinance 82-6 and Board approval for me to contract with her through my firm and receive reimbursement from the County.

6. Possible Purchase of Land at 342 Highway 98, Eastpoint, Florida

The Board authorized the purchase of the property located at 342 Highway 98, Eastpoint, Florida. This lot abuts the West boundary of the current county parking lot in Eastpoint next to the Suwannee Swifty.

We are in the due diligence period and are still awaiting the appraisal.

An issue for the Board to consider is the height at which the proposed nature center/museum would have to be built off the ground.

I obtained an elevation certificate from a surveyor and provided it to your Building Department. They advise that the finished first floor will be 13.5 feet off the ground. This is substantially similar to the community center height in Apalachicola.

Board Action Requested: Board discussion concerning the height that the structure will built at.

Information Items

7. McIntyre Road Special Use Permit

The signed special use permit to allow the Florida Forest Service to use McIntyre Road for removal of pine trees infested with the Southern Pine Beetle is attached.

8. Special Master Engagement Letter

The signed engagement letter with the firm of Hand, Arendall, Harrison and Sale is attached. Their hourly rate will be \$200 per hour; costs will be billed at cost with no mark up and travel time will be billed at \$100 per hour.

9. SHIP Repayment

The interest bearing promissory note and mortgage required for repayment of SHIP funds has been signed and recorded, and the first payment has been made.

10. Farrovial Contract Update

On 6/21/22, the Board directed me to review the proposed contract with Farrovial, for the period beginning January 1, 2022 and ending December 31, 2022. This contract provides approximately \$10,000.00 each year for bridge clean-up.


The last written contract for this was between Franklin County and Transfield about 10 years ago. As I understand it, Farrovial is the successor to VMS who was the successor to Transfield.

I have notified Farrovial of several concerns I have with the contract and I have presented them with my written comments and suggested changes. As of the drafting of this report, I have not heard back.

Since we are more than half-way through the year, I do not think it makes any material difference to wait for Farrovial to provide a reply.

A copy of the last contract with Transfield and the draft contract from Farrovial with my comments are attached.

Respectfully Submitted,


Thomas M. Shuler
County Attorney

Enc: as stated

FIRST AMENDMENT
TO
DISPOSAL SERVICE AGREEMENT
BETWEEN
FRANKLIN COUNTY, FLORIDA
AND
WASTE MANAGEMENT INC. OF FLORIDA

THIS FIRST AMENDMENT, made this ____ day of _____, 2022, to the Agreement dated October 1, 2017, ("the Agreement") for disposal services by and between the Franklin County, Florida (the "County") and Waste Management Inc. of Florida, a Florida corporation (the "Waste Management").

WHEREAS, the County and Waste Management desire to amend the Agreement to further extend the term of the Agreement; and

WHEREAS, the County and Waste Management desire to document Waste Management's compensation during the extended term;

NOW, THEREFORE, the County and Waste Management agree as follows:

Section 1. Extension of Term. The agreement is hereby extended through September 30, 2027. Thereafter, the agreement may be renewed by the parties upon their mutual consent expressed in writing prior to the expiration of the then current term.

Section 2. Compensation. Effective October 1, 2022, Contractor's rates shall be \$29.00 per ton; provided, however, if the County delivers more than 1,400 tons in a given month, the County's invoice for that month will be discounted by \$2.00 per ton.

The above compensation shall be adjusted annually each October 1 beginning October 1, 2023, by changes in the CPI as defined in the Agreement; provided, however, there shall be no annual cap.

Section 3. Modification. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect. In the event of conflict, the terms of this Amendment shall control over the terms of the original Agreement.

Section 4. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning the Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2022.

FRANKLIN COUNTY

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

WASTE MANAGEMENT INC.

ATTEST:

OF FLORIDA

By: _____

By: _____

Title: Vice President

Title: Asst. Secretary

DISPOSAL SERVICE AGREEMENT

THIS AGREEMENT made this 1st day of October, 2017, by and between Franklin County, Florida, referred to as "County" and Waste Management Inc of Florida, a Florida corporation, hereinafter referred to as "the Company,"

WITNESSETH:

WHEREAS, the Company desires to terminate its contract with Franklin County early, effective September 30, 2017, and

WHEREAS, in consideration that the Company is going to loan certain equipment hereinafter identified to Franklin County without charge as incentive for this early termination, and

WHEREAS, Franklin County has agreed to such early termination effective September 30, 2017, in part in consideration of this Disposal Service Agreement and the Company has agreed to the terms thereof, and

WHEREAS, the County desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of waste material generated within the County; and

WHEREAS, the governing authority of the County has the power to enter into service contracts for the disposal of such waste material; and

WHEREAS, the Company is experienced in providing environmentally sound disposal services; and,

WHEREAS, the Company owns and operates a landfill facility in Jackson County, Florida known as the Springhill Landfill (the "Landfill") which is permitted by the Florida Department of Environmental Protection to receive municipal solid waste; and

WHEREAS, the County owns a Transfer Station within the County and desires to transport solid waste from its Transfer Station to the Landfill;

WHEREAS, the County has determined that it is in the best interest of its citizens to dispose of its solid waste at the Landfill;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

I.

DEFINITIONS

- 1.01 The Sanitary Landfill – the Company’s Springhill Landfill located in Campbellton, Florida. An Alternative Sanitary Landfill shall be made available to the County at the Company’s Cheshire Island Landfill in Folkston, Georgia.
- 1.02 County Waste Material - any and all "solid waste" as defined by Florida law which is generated by residences and businesses located within the County, which is accepted for disposal at the County’s Transfer Station, and which waste is allowed for disposal by the Landfill’s permits, state and federal laws, rules and regulations.
- 1.03 Transfer Station – the County’s transfer station located at State Road 65 in Franklin County, Florida.
- 1.04 Unacceptable Waste – construction and demolition wastes, whole tires, lead-acid batteries and any of the following:
- A. Any material which is toxic, infectious, pathological, highly flammable, explosive, radioactive or otherwise reasonably determined by the Company to be dangerous;
 - B. Any material the disposal of which would violate federal or state laws, rules, regulations or permits;
 - C. Any “Hazardous Waste,” which shall be deemed to be: (i) any waste defined as “hazardous waste” by the Resource Conservation and Recovery Act, as amended, (ii) any waste defined as “hazardous waste” by Florida Department of Environmental Protection, (iii) solid waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in serious irreversible or incapacitating reversible illness or (b) pose a substantial present or potential hazard to human health, the Landfill or the environment when treated, stored, transported, disposed of or otherwise managed;

II.

SCOPE OF SERVICE

- 2.01 Subject to the terms and conditions hereof, the County agrees that it shall cause all County Waste Material to be delivered to the Sanitary Landfill and the Company agrees that it will accept and landfill such County Waste Material.
- 2.02 The Company agrees to provide the existing four 50-yard receiver boxes located at the Transfer Station to the County for its use in operating the Transfer Station during the term of this Agreement at no cost. The County shall be responsible for all maintenance and repairs of the receiver boxes and they shall be returned to the Company in the same condition excepting normal wear and tear; provided that the cost to Franklin County for any single repair to a receiver box shall be limited to, and shall not exceed, \$1,500.00, inclusive of materials and labor. In the event that Franklin County should cancel this contract and enter a contract with a non-governmental third party to provide Transfer Station services, then the ownership of the receiver boxes shall revert to the Company in their then existing condition
- 2.03 The Company shall transfer the operation of the Transfer Station to the County and assist the County in transferring the permit for the operation of the Transfer Station to the County. The County accepts the Transfer Station in its present condition on an "as is" basis.
- 2.04 The Company also shall donate the two existing compactors located at the Transfer Station and the single roll-off truck used on site at the Transfer Station to the County. The Company makes no warranties or representations with respect to the condition of the truck or compactors. The truck and compactors are being donated in an "as is, where is" condition "with all faults," and the Company expressly disclaims and negates any additional representations or warranties, express, statutory or implied, of any kind or nature, whatsoever relating to the donated assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose).
- 2.05 The Company shall remove its portable office building located at the Transfer Station.
- 2.06 The Tipping Fee to be charged to the County for the disposal of Waste Material pursuant to this Agreement shall be as follows:
- The initial Tipping Fee for County Solid Waste at the Sanitary Landfill shall be Seventeen and No/100 Dollars (\$17.00) per ton as adjusted in accordance with the terms hereof. Commencing October 1, 2019 and every other October 1 thereafter, the Tipping Fee shall be adjusted and revised according to the changes in the Consumer Price Index ("CPI") during the most recently available 12 month period; provided, however, no single CPI adjustment shall exceed three and one half percent (3.5%). For purposes of this Agreement, CPI shall mean the Water,

Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas (WST CPI), as published by the United States Department of Labor. As soon as practicable, the Company shall notify the County of such rate adjustment and upon request provide the supporting data that is the basis for the gate rate adjustment.

- 2.07 In addition to the foregoing annual adjustment, the Company shall be entitled to an automatic increase in the County Waste Material Tipping Fee equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the state wherein the Sanitary Landfill is located (or to be located), any agency thereof, or by any local governmental agency which is payable solely by reason of the nature of the lawful operations conducted by the Company and any other sales or service taxes of general application to the operation of the Sanitary Landfill. Such fee, surcharge, duty, tax or other charge shall immediately be passed through to the County in the form of a Tipping Fee increase and shall include by way of example and not limitation a state tax or surcharge for "superfund" purposes, but shall not include any fee, surcharge, duty, tax or other charge imposed as a result of the Company's failure to operate the Sanitary Landfill lawfully. The Company shall provide such information as is reasonably necessary to evidence the increase and how the Company calculated the increase. The rate increase as calculated by the Company must be reasonably acceptable to both parties. Except as to fee, surcharge, duty, tax, or other charges of any nature imposed by a governmental agency, this provision shall not be used to annually automatically adjust the tipping fees.
- 2.08 The Company shall also be entitled to an automatic reasonable increase in the County Waste Material Tipping Fee to reasonably and proportionately (as against the entire waste stream received) offset a reasonable increase in cost of operating the Sanitary Landfill as a result of increases in costs of operations at the Sanitary Landfill resulting from changes in federal, state or local environmental or other law or regulation, not caused by the Company's negligence, concerning the receipt, transportation, disposal or handling of County Solid Waste at the Sanitary Landfill. The Company shall provide such information as is reasonably necessary to evidence the increase and how the Company calculated the increase. The rate increase as calculated by the Company must be reasonably acceptable to both parties. Except as to a change in the law or regulation, this provision shall not be used to annually automatically adjust the tipping fees.
- 2.09 In addition to the foregoing, the Company may petition the County for County Waste Material Tipping Fee increases to cover unforeseen and unusual increases in the cost of operating the Sanitary Landfill. The Company will be responsible for documenting the impact of such expenses and the approval of the resulting increase in the County Waste Material Tipping Fee, which shall not be unreasonably withheld.
- 2.10 The Company shall be responsible for securing necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over sanitary landfill operations.

- 2.11 The Company shall maintain the Sanitary Landfill open for performance of this Agreement between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday, and Saturdays between the hours of 6:30 a.m. and 11:00 a.m. or such longer hours as the Company shall determine. In the event that the aforesaid Saturday hours are not required, Company may, upon prior notice to County shorten or eliminate such hours of operation.
- 2.12 The following holidays may be observed by the Company on which dates the Sanitary Landfill may, in the discretion of the Company, be closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.13 The Company agrees to install, construct and maintain in good working order and to have available on all days in which the Sanitary Landfill is open, a scale to be used in weighing County Waste Material deposited at the Sanitary Landfill. The Company agrees to cause normal maintenance and calibration of the scale to be performed in accord with manufacturer's recommendation. The County may, on a monthly basis and during normal business hours, inspect the scale and test the accuracy of same. In the event the scale is not operable at any time, vehicles will be charged based upon the capacity tonnage for such size vehicles.
- 2.14 During the term of this Agreement, the County will be responsible for transporting all County Solid Waste from the Transfer Station to the Sanitary Landfill. The County will either deliver County Solid Waste from the Transfer Station to the Sanitary Landfill or will enter into and maintain contracts with a waste transportation service(s) for the transportation of all County Waste Material to the Sanitary Landfill.

III.

TERM OF CONTRACT

Notwithstanding the date that this Agreement is executed, it shall be effective on October 1, 2017. The initial term of this Agreement shall be five (5) years, commencing on October 1, 2017. This Agreement may be renewed for additional terms of five (5) years upon the mutual agreement of the parties expressed in writing before the expiration of the existing term.

IV.

PERMITS AND COMPLIANCE

The Company shall perform its obligations herein in compliance with the Permits and applicable law and regulation and the County shall fully cooperate with Company in this regard.

V.

INDEMNIFICATION

The Company agrees to protect, indemnify, defend and save harmless the County, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), arising out of or relating to the Company's negligent acts or omissions related to the maintenance and operation of the Sanitary Landfill except for occurrences caused by or arising out of the gross misconduct or gross negligent conduct of County, its officers, employees and agents.

VI.

INSURANCE

- 6.01 Company shall provide and maintain during active Sanitary Landfill operations, Worker's Compensation Insurance which shall meet the requirements of the state wherein the Sanitary Landfill is located.
- 6.02 The Company shall provide and maintain during active Sanitary Landfill operations hereunder Public Liability Insurance, to protect against all claims arising out of the Company's negligent or willful acts or omissions in the course of its operations that result in bodily injury, death or property damage suffered on or about the Sanitary Landfill. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving County thirty (30) days notice in writing.
- 6.03 The Company shall upon request furnish County evidence that the insurance relative to its said acts or omissions is in force; provided, however, such insurance certificate shall not operate to amend or alter such insurance coverage so as to increase the level or extent expressly set forth herein.

- 6.04 The limits of liability of all insurance required herein shall be as set forth in Exhibit "B" which is attached hereto and made a part hereof.

VII.

DEFAULT

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; ii) cure the breach or default at the expense of the breaching or defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

VIII.

GENERAL PROVISIONS

- 8.01 Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or the rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the Company may transfer or assign its interest hereunder to an "Affiliated Company" without the prior written consent of County. In the event of such assignment or transfer, the assignee shall assume the liability of the Company, but such assumption of liability shall not relieve the Company of liability under this Agreement. For purposes of this paragraph, "Affiliated Company" means any company which is a wholly owned subsidiary of Waste Management, Inc. or which Waste Management, Inc. or a subsidiary thereof owns at least fifty-one percent (51%) thereof.
- 8.02 This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

- 8.03 This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Sanitary Landfill by the Company in accordance with this Agreement be deemed a public function, nor has County acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Sanitary Landfill by virtue of this Agreement.
- 8.04 From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Company unless such cause or causes are a result of action or non-action by the Company. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack or adequate fuel, power or raw materials; judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the construction and/or operation envisioned by this Agreement; national defense requirements; labor strike lockout or injunction.
- 8.05 If any term, clause or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement, or the application of such term, clause or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, there be added as a part of this Agreement a term, clause or provision as similar in terms to such illegal, invalid or unenforceable term, clause or provision as may be possible and be legal, valid and enforceable.
- 8.06 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any dispute arising under this agreement shall be in Franklin County, Florida and not any other place.
- 8.07 The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- 8.08 All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail, addressed as follows:

To the County: Director
 Franklin County Solid Waste Dept.
 210 Highway 65

East Point, FL 32328

With a copy to: Chairperson
Franklin County Board of Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320

To the Company: Waste Management Inc. of Florida
6319 East Highway 22
Panama City, FL 32404
Attn: District Manager


With a copy to: Waste Management Southern Office
1850 Parkway Place, Suite 600
Marietta, GA 30067
Attn: Legal Department

Change of address by either party shall be by notice given to the other in the same manner as above specified.

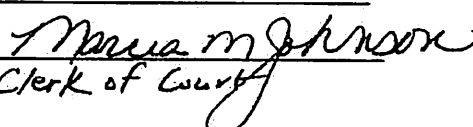
- 8.09 To the extent definition of specific terms is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as of the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.
- 8.10 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

IN WITNESS WHEREOF, the parties hereto cause their presence to be signed and sealed this 19th day of December, 2017, written by their respective officers pursuant to authorizations contained in duly adopted resolutions or ordinances, as the case may be.

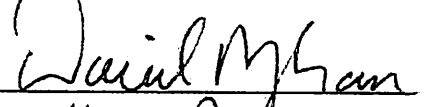
FRANKLIN COUNTY

By: 
Its: Chairman

ATTEST:

By: _____
Its: 
Clerk of Court

WASTE MANAGEMENT INC. OF FLORIDA

By: 
Its: VICE PRESIDENT

ATTEST:


By: 
Its: _____ Secretary

EXHIBIT "A"

CONTRACTOR'S DEFINITION OF SPECIAL WASTE

"Special Waste" means any discarded material from a non-residential source meeting any of the following descriptions:

- a. Containerized waste (e.g., a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in b. - g. below.**
- b. Waste containing free liquids.**
- c. Sludge waste.**
- d. Waste from an industrial process.**
- e. Waste from a pollution control process.**
- f. Residue from a spill of a non-hazardous chemical substance or commercial product or a waste listed in a. - e. or g.**
- g. Contaminated non-hazardous residuals from the cleanup of a facility generating, storing, treating, recycling or disposing of wastes, chemical substances or commercial products listed in a. - f.**

EXHIBIT "B"

INSURANCE COVERAGE RIDER

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each accident \$1,000,000 disease-policy
Limit Employee	\$1,000,000 disease-each
Bodily Injury Liability and Property Damage Combined	\$1,000,000 each occurrence
Automobile Bodily Injury Liability and Automobile Property Damage Combined	\$1,000,000 each occurrence



d/b/a
**TRANSFIELD SERVICES NORTH AMERICA,
TRANSPORTATION INFRASTRUCTURE ("TRANSFIELD SERVICES")**

"SHORT FORM" CONTRACT

CONTRACT No.: 10102

Franklin County Commission & Transfield Services enter into this contract for the following work:

St. George Island, Apalachicola Bridges causeway area, and Carrabelle bridge, further described as: Litter pickup for the areas mentioned below (2 times a month for a total of 24 times between April 1, 2012 to April 1, 2013)

The work shall start on April 1, 2012 and be accomplished for the following lump sum or unit prices:

Description	Quantity	Unit of Measure	Unit Cost	Total
Litter Removal Area 2 – St. George Island Bridge	559.2	Acres	\$9.95	\$5,564.04
Litter Removal Area 1 – Apalachicola Bridges & Causeway	401.64	Acres	\$9.96	\$4,000.33
Litter Pickup, Area 3 – Carrabelle Bridge	44.088	Acres	\$9.95	\$438.68

TOTAL AMOUNT \$ 10,003.05 **Contract Term** 12 **Months**

This contract includes the standard Transfield Services (State), General Conditions Level I, which is hereby incorporated by reference as if fully stated herein, and the following:

LABOR, MATERIALS AND EQUIPMENT: The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, supplies and incidentals necessary to complete the work in accordance with the terms of the Contract.

TRAFFIC CONTROL/SAFETY: The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. The Contractor shall comply with Florida Safety and Health Standards. All traffic control devices shall conform to and be placed in accordance with the requirements of the Federal Highway/State Manual on Uniform Traffic Control Devices for Streets and Highways.

AUTHORITY OF THE PROJECT MANAGER: The Transfield Services Project Manager, acting either directly or through their duly authorized representatives is the responsible person for Transfield Services. The Project Manager will evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Project Manager.

WORK ACCEPTANCE: Upon completion of the assigned work the Contractor will notify the Project Manager and certify that the work is completed and that the work quantities and quality were accomplished in accordance with the Contract. All work completed will be reviewed to verify quantity and quality prior to accepting the Contractor's certification.

* **INDEMNITY:** The Contractor shall indemnify, defend and save and hold harmless the State Department of Transportation, Transfield Services and all of its officers, agents and employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Contract by the Contractor or the willful misconduct or negligence of the Contractor or any of its officers, employees, agents, or representatives. The parties agree that 1% of the total compensation to the Contractor is the specific consideration from Transfield Services for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.

Quantities presented in this bid are approximate and are to be used for estimating and bid analysis purposes only. Transfield Services makes no guarantee as to the accuracy of these quantities. The quantities may be minimal, increase, decrease or be omitted due to any conditions and for any reason.

INSURANCE: The contractor must provide proof of General Liability Insurance in the amount of \$1,000,000 combined single limit; Worker's Compensation in the amount of \$100,000 each accident, \$500,000 combined single limit, \$100,000 each employee; Vehicle Liability Insurance in the amount of \$500,000 combined single limit. Failure of the Contractor to keep insurance in force will be grounds for termination of the contract.

The Contractor shall have Transfield Services and the State Department of Transportation named as additional insured for the General Liability and Automobile insurance coverage.

* Includes indemnity from sub-contractor, Capt. Dave.

CONTRACTOR:

FRANKLIN COUNTY

COMPANY

PINKL C. JACKEL, CHAIRMAN

NAME/TITLE


SIGNATURE/DATE

TRANSFIELD SERVICES

NAME

TITLE

SIGNATURE/DATE



FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")

MASTER CONTRACT

CONTRACT No.: 20074002

This Master Contract ("Contract") is between FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, a corporation with a principal place of business at 33 MARKET STREET, SUITE 203, APALACHICOLA, FL 32320 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of January 01, 2022.

1. **Scope of the Contract.** The Contract sets forth the terms and conditions for the following work:
LITTER REMOVAL ON 4 STATE BRIDGES IN FRANKLIN COUNTY.
2. **Background.** This work includes the litter removal to be performed from January 01, 2022 through December 31, 2022 billed quarterly.
3. **Documents.** The Contract consists of the following documents:
 - a. Master Contract
 - b. Attachment A: General Contract Terms and Conditions Level I
 - c. Attachment B: Scope of Work, including Special Provisions
 - d. Attachment C: Contractor's Request for Proposal Response and Quotation
 - e. Attachment D: Deliverables, Milestones and Payment Schedule
 - f. Attachment E: Change Order Form
 - g. Attachment F: Lane Closure Restrictions
 - h. Attachment G: MBE/WBE/DBE/HUB Business
 - i. Attachment H: Equipment Certification

Deleted: 3

These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract.** This Contract shall continue in effect for twelve (12) months from the Effective Date, unless terminated in accordance with the provisions of this Contract, with option for annual renewal.
5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

If to Contractor: Franklin County Board of County Commissioners	If to Ferrovial:
Attn: Erin Griffith	Benny Jacobs
33 Market Street, Suite 203 Apalachicola, FL 32320	11943 FL-20 Bristol, FL 32321
Phone: 850.653-9783 EXT 158	
Email: erin@franklincountyflorida.com	benny.jacobs@ferrovialservices.com
With Copy to:	With Copy to:
	Tina Tharpe
	bettina.tharpe@ferrovialservices.com

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations,

representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

7. **Authority.** This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

CONTRACTOR:

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

FERROVIAL SERVICES INFRASTRUCTURE, INC.

PRINT NAME

PRINT NAME

TITLE

TITLE

SIGNATURE/DATE

SIGNATURE/DATE

ATTACHMENT A

GENERAL CONTRACT TERMS AND CONDITIONS

LEVEL I

A. PERFORMANCE OF WORK

1. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.
2. **BACKGROUND:** This work includes litter removal for 4 state bridges in Franklin County to be performed from January 01, 2022 through December 31, 2022.
3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract.
4. **DEFINITIONS:**
FLORIDA DEPARTMENT OF TRANSPORTATION is hereinafter referred to as FOOT or DOT.
5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.
6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and copying at Ferrovial's offices.
7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control, including Law Enforcement supports, incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.

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8. **COORDINATION OF WORK:** The Contractor shall coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovial. Contractor shall be required to participate in meetings between Ferrovial and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovial, and provided further that nothing in this Section shall limit authority of FOOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.
9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovial Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovial.
10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.
11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovial and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.
12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.
- The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.
- The Contractor may park equipment within 30 feet of the right-of-way line and the contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovial Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovial Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovial shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.
13. **WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.
14. **DEPARTMENT STANDARDS:** Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:

- A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.
- B. Standard Specification for Road and Bridge Construction (in last edition)
- C. Design Manual
- D. MUTCD
- E. Standard Maintenance Special Provisions
- F. Maintenance Activity Standards
- G. Workbook of Implemented Modifications in the Standard Specifications
- H. Qualified Products List
- I. The attached Special Provisions
- J. Design Standards for Design, Construction, Maintenance and Utility Operations.

B. CONTROL OF WORK

1. **EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovial until the execution of the Contract by Ferrovial.

Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

2. **AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovial shall be through its Project Manager ("Ferrovial Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovial Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovial Project Manager.

The Ferrovial Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovial Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovial or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovial. The Ferrovial Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

During the performance of the work, the Ferrovial Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

Ferrovia reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovia or other Ferrovia Contractors. Concurrent work may include the type of work noted in these Contract documents.

3. **COMMENCEMENT OF WORK:** The Ferrovia Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than fourteen (14) calendar days after the issue date of the initial Work Order or as otherwise specified in Attachment B. The Contractor shall begin work no later than five (5) calendar days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment B.

If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

Notwithstanding any other provision of this contract to the contrary, the Contractor and the Franklin County Sheriff Department may remove litter from the four bridges as described in Attachment B without the receipt of a Work Order from Ferrovia, who shall pay the quarterly invoices described in Attachment C as provided herein.

The Ferrovia Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovia Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

4. **REPORTING:** Contractor shall provide progress reports to Ferrovia appropriate for the type of work Contractor is performing sufficient to enable Ferrovia to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovia Project Manager.
5. **CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovia Project Manager for review. If approved, the Ferrovia Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovia will not be liable for any costs incurred by Contractor due to unauthorized changes.

6. **LIQUIDATED DAMAGES:** This provision intentionally left blank.

7. **WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovia Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovia on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the

Deleted: Liquidated damages of \$250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovia expenses related to the Contract.¶

Deleted: If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovia resulting from these failures. In addition, Ferrovia may take steps to have the work corrected. Once the Contractor is notified that Ferrovia is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovia Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovia, by the Contractor, within 20 days.¶

Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

The Contractor agrees that Ferrovial's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or Sub-Contractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

8. **MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovial Project Manager.

Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

9. **TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

Ferrovial will fully enforce all Traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovial Project Manager.

The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovial Project Manager for review, prior to beginning work, two (2) copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to the Contractor.

Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovial Project Manager at least two weeks prior to the closure.

C. **OTHER REQUIREMENTS**

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovial proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.

2. **LAW AND VENUE and Attorney Fees/Costs:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. The exclusive venue of any judicial proceeding arising from this Contract shall be Franklin County, Florida, only and not any other place. Ferrovial waives any and all defenses to a change of venue based upon forum non convenience or any other procedural theory. In the event of dispute arising from or relating to this contract, each party shall pay their own attorney fees and costs.

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3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.

4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovia shall make no payment for such restorative work.

Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovia will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovia Project Manager, or designated representative, shall be notified no later than the end of that workday.

The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovia Project Manager, or Ferrovia may repair or replace damaged non-essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within the project limits for the duration of the Contract.

The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** This provision intentionally left blank.

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovia, shall furnish evidence to Ferrovia that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

Deleted: To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovia, its agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder, except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.

Deleted: The parties agree that 1% of the total the Contractor is the specific consideration from Ferrovia for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.

GENERAL LIABILITY: The Contractor shall have Commercial General Liability Insurance. The limits of coverage shall be no less than \$1,000,000. DOT and Ferrovial is to be named additional insured with respect to General Liability Coverage.

WORKER'S COMPENSATION: The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

A certified copy of the Contractor's current Workers Compensation Insurance Experience Modification Factor (EMF) shall be submitted to Ferrovial along with proof of insurance.

VEHICLE LIABILITY: The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than \$1,000,000 Combined Single Limit. FOOT and Ferrovial are to be named as additional insurance with respect to vehicle liability coverage. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain waiver of subrogation clause in favor of Ferrovial and DOT.

The policy shall provide for "following form" under the Contractor's primary insurance coverage.

The Certificate of Insurance shall provide that the coverage evidenced therein may not be cancelled or materially changed without at least 30 days written notice in advance to Ferrovial.

8. **SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive.

Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

While working on Ferrovial projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

Ferrovial Mandatory Safety Rules (MSR's) are as follows:

- Always verify and tag or lock all energy isolations
- Never remove another person's Danger Tag or Personal Lock without written authorization
- Always operate equipment and machinery within defined limits

- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovial, may result in a default and termination by Ferrovial of this Contract, at the sole discretion of Ferrovial. Contractor agrees to cooperate with, and participate in Ferrovial's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovial Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovial Project/Contract Manager.

9. ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS: The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

- A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.
- B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection and Disposal of Material* payment items if included in the Special Provisions.
- C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.
- D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.
- E. Disturbed areas shall be restored as soon as possible.
- F. Containment or collection systems are required, when performing any concrete work over water.
- G. Additional, actions may be necessary depending on the extent of work, weather and local conditions.
- H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.
- I. When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall

be discontinued in the vicinity of the abnormal condition and Ferrovia shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovia. Ferrovia may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

9. **ASSIGNMENT:** The Contractor may sublet, sell, transfer, assign or otherwise dispose of the Contract to the Franklin County Sheriff's Department, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovia.
10. **KEY PERSONNEL:** The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone number and pager numbers. This list may also be provided to DOT, as appropriate.
11. **WARRANTY:** With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovia to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of n/a years after delivery and installation of the goods.
- A. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings provided by Ferrovia to Contractor; (ii) Contractor possesses all necessary expertise to perform the work in compliance with all applicable standards and other requirements, whether express or implied by law; (iv) the work will be performed in accordance with this Contract and all applicable laws, statutes, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (iv) the work will be free from defects for a period of n/a years after performance.
- B. Upon notice by Ferrovia of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovia. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovia may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovia waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovia on demand.

13. COMMUNICATION WITH FOOT: This provision intentionally left blank.

14. **TERMINATION OR SUSPENSION:** Ferrovia reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovia, due to termination by convenience, due to a Force Majeure Event, or FOOT default or when it is deemed in the best interests of

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Deleted: Neither the Contractor nor any of its representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovia. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor shall be solely through Ferrovia or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovia.

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Ferrovia. In any such termination event, Contractor agrees to hold harmless Ferrovia and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

Ferrovia may terminate the Contract (with written notice and time to cure), should the Contractor fail to perform.

The Contractor may terminate the contract for convenience.

Deleted: Ferrovia may award the work to another subcontractor without notice if the work is of an urgent nature. Ferrovia's use of other subcontractors to complete the contracted work may result in Ferrovia back-charging the Contractor.

Deleted: only for non-payment, with fifteen (15) day Notice to Cure, provided there is no dispute of the amount due the Contractor.

15. **CONTRACTOR LIENS:** All liens, claims, and charges against Ferrovia shall not attach to any interest of DOT's Transportation Facilities.
16. **ANTI-DISCRIMINATION CLAUSE:** The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.
17. **MINIMUM WAGE:** The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).
18. **NOTIFICATION OF CRIME CONVICTION:** The Contractor shall notify Ferrovia within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.
19. **COMPLIANCE WITH LAWS:**
 - A. The Contractor agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovia.
 - B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Contract.
 - C. Ferrovia shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

Deleted: The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovia Project Manager and receiving written consent.

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20. **CONTRACTOR STANDING:** Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

- A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

21. **PROFESSIONAL ETHICS:** Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

22. **PUBLIC ACCESS TO DOCUMENTS:** The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and any objection made or received by the Contractor to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement. However, upon receipt of any public records request, the Contractor shall immediately notify the Ferrovial Project Manager.

Deleted: and secure prior written consent before releasing such records....

23. **DEPARTMENT SUCCESSION:** This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

- A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).
- B. It will permit audit by Ferrovial and provide progress reports to Ferrovial appropriate for the type of subcontract it is performing sufficient to enable Ferrovial to provide the reports it is required to furnish DOT.
- C. It will allow DOT to assume the benefit of Ferrovial's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

24. **CONFIDENTIALITY:** In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection,

certain information related to Disclosing Party's business, operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

- A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contact by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.
- B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.

C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

D. Ferroval is notified that Franklin County, the Contractor herein, is a political subdivision of the State of Florida and is subject to Ch. 119, Florida Statutes, known as the public records law.

25. RECORDS RETENTION AND AUDIT: Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferroval or FDOT. Delivery of and access to such documents shall be at no cost to Ferroval. Contractor shall be responsible for any audit exceptions or disallowed costs.

D. COMPENSATION AND PAYMENT

1. **CONTRACT AMOUNT:** The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.

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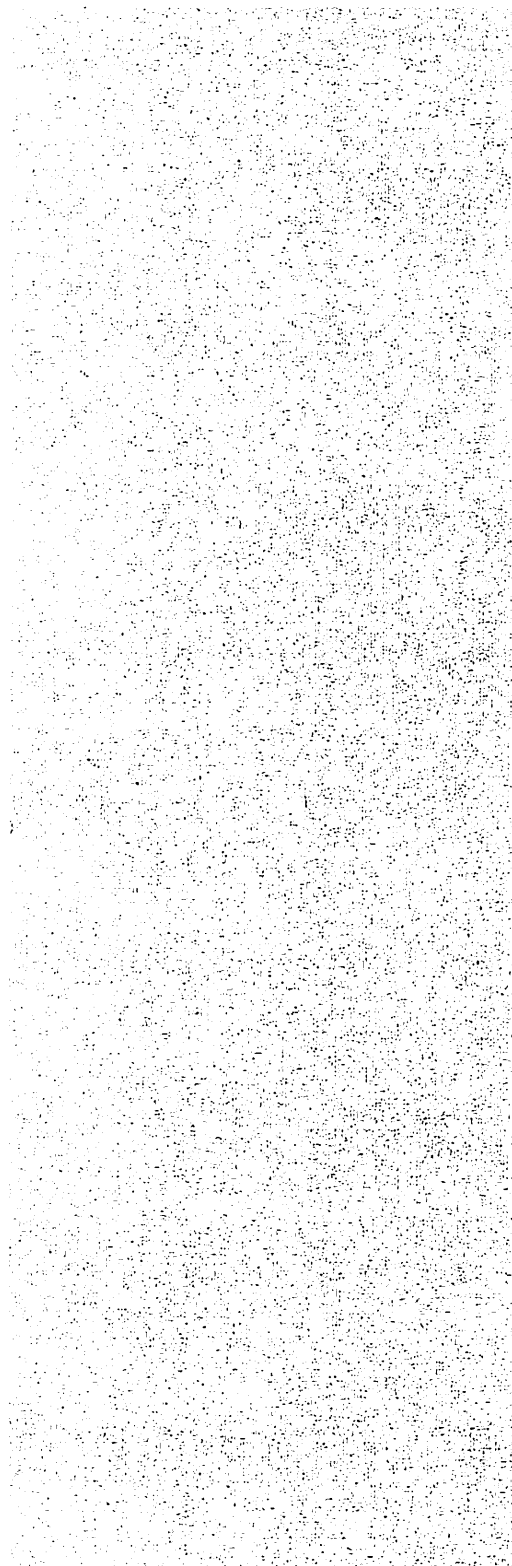
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2. **INVOICES:** Invoices for work performed in accordance with the Contract shall be submitted to: bettina.tharpe@ferrovialservices.com. Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item#, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.

The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and match the final approved Work Order, including Hours worked by each Contractor employee and Miles Driven by each Contractor employee per Day. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovial owns and holds title to all work, whether materials are in process or finalized.

3. **CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovial - if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.

4. **PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovial Project Manager.

Invoices shall be submitted to Ferrovial in a timely manner for work completed. Ferrovial is not obligated to pay any invoice, nor is Ferrovial obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovial within ninety (90) days after completion of the work.

Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovial reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovial.

No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovial by subcontractors/members of the public, etc. against the Contractor.

E. MISCELLANEOUS

1. **SURVIVING CLAUSES:** The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.
2. **AMENDMENT:** Any purported amendment to this Contract without prior written consent of Ferrovial and FOOT shall be null and void.

ATTACHMENT B

SCOPE OF WORK

Litter Removal on St. George Island Bridge (Bryant Patton Memorial Bridge) over Gulf of Mexico (SR 300), Tillie Miller Bridge in Carrabelle (SR 98), Apalachicola River Bridge & Apalachicola Bay Bridge (John Gorrie Memorial Bridge (SR 98) in Franklin County, 541 Roadside Litter Removal, further described as cleaning roadside approaches to the bridges, and shoulders of bridges of debris, such as cans, bottles, paper, trash, roadkill, etc. This work will be done in accordance with Ferrovial current contract requirements with FOOT, along with all applicable Standards to include A Guide for Roadside Vegetation Management, FDOT Standard Specifications for Road and Bridge Construction, Special Provisions, and the Standard Index. This scope of work excludes the removal of vegetation.

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SPECIAL PROVISIONS

Litter Removal

1.0 GENERAL

1.1 This work shall consist of litter removal on right-of-way including all ramps and gore areas (as required) of the roadways managed by Ferrovial Services and referenced herein.

1.2 The Time Frames are as follows:

1.2.1 The Contractor will be advised by work order to begin operations. The Contractor shall begin work within 5 calendars days of receipt of the work order or as directed by the Project Manager.

1.2.2 The Contractor will complete operations within 30+/- calendar days from the start of work. If the contractor is not able to complete the cycle during the specified time, the cycle will be eliminated and not made up at a later time.

1.3 This provision intentionally left blank.

1 Upon notification that any part of the Contractor's operation does not meet the requirements set forth in these Special Provisions, the Contractor shall take immediate steps to correct the deficiency. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial Project Manager, the Contractor will receive a written non-compliance notice.

Deleted: Liquidated Damages in the amount of \$250 / calendar day will apply to the above contract scheduled completion date. This dollar figure represents Ferrovial's extended overhead and inspection costs to administer the job

1.4.1 This provision intentionally left blank.

Deleted: The Contractor will be charged a \$250 non-compliance penalty for each written non-compliance form issued to the Contractor. Three non-compliance penalties for any violation shall constitute non-performance and may be grounds for termination of the Contract

1.5 **CONTRACTOR PERFORMANCE - NON- PERFORMANCE:**

In addition to the provisions in Attachment A, if the Contractor fails to meet the performance standards identified in these Special Provisions, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Project Manager. The costs associated with these measures will be deducted from any monies due the Contractor.

1.6 **Primary/ Secondary Response Contractor**

The Contractor is solely responsible for the Primary Work Contract as Bid and awarded by Ferrovial. This is indicated in the Contract Bid Price Proposal Sheet. The Contract amount awarded to the Contractor, includes all work estimated for the Primary Contract and the work estimated for the Contingent, Secondary Response Contract.

(a) All work performed will be paid for at the Quantity's completed and at the Unit Price Bid. There is no guarantee on the number of cycles or work contained therein. Quantities can increase, decrease or be omitted at the sole discretion of Ferrovial.

(b) The Secondary Response Contract is a CONTINGENT contract, and will only be activated or utilized, as, if and when the Primary Contractor should be unable, unwilling, or has otherwise been terminated either for cause or convenience

2.0 **LOCATION**

- 2.2 This work shall consist of litter removal as described in Attachment B. The acreage quantities noted on the Bid Sheets are for one (1) cycle. The acreage quantity and the number of litter removal cycles may be increased or decreased or reduced to nothing at the discretion of the Project Manager. This work is broken into roadway sections.

Deleted: along roadways managed by Ferrovial.

3.0 **MATERIALS**

- 3.2 Litter bags, supplied by the Contractor, will be used for litter collection, holding and proper disposal of all debris.

4.0 **EQUIPMENT AND PERSONNEL**

- 4.2 The Contractor shall provide Attachment H prior to work being performed. The Contractor shall note on this attachment all equipment and methods proposed for each type work. Ferrovial will evaluate the Contractor's proposed equipment.
- 4.3 Rotary mowers must be shielded around their entire perimeter. Chain guards must be installed at the front and rear. Sides must be covered by floating or adjustable skids.
- 4.4 Tractor must have amber flashing warning light mounted on the roll over structure.
- 4.5 Approved warning flags must be mounted on each wing of the mower deck.
- 4.6 Approved 9 in antenna type flag must be installed on one side of the tractor when operating on an interstate system.
- 4.7 All equipment shall be outfitted with a slow-moving vehicle sign located on the rear of the equipment.
- 4.8 Inspection of equipment prior to the start of each cycle by a Ferrovial Services Representative is required.

5.0 OPERATIONS

- 5.2 As stated in Attachment A, all work and all work operations shall be in full and complete compliance with all applicable DOT current Standards and Specifications in effect at the time of the performance of the specific work.
- 5.3 Unless otherwise approved by the Project Manager, the work hours shall be from 7:00 AM to 5:00 PM, Monday through Thursday and 7:00 AM to 12:00 noon on Friday. Work that requires mainline and ramp closure may be done at night. (See Attachment F.)

Litter Removal Operations. **BENNY: DOES FERROVIAL INTEND TO HAVE FRANKLIN COUNTY ON-CALL TO REMOVE TRASH BEFORE YOU MOW?**

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- 5.4 The Contractor shall provide adequate personnel to police the right-of-way area twenty-four (24) hours **PRIOR** to mowing.
- 5.5 The Contractor's personnel shall pickup and dispose of all litter or debris.
- 5.5.1 Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, building materials, furniture, household items, tree limbs greater than one in in diameter, brush to include palm fronds, campaign and advertising signs, vehicle parts, metal junk, brush, dead animals (smaller than a bear or deer) and other items not found or considered normal to the right-of-way.
- 5.5.2 **Any debris that is not removed before mowing and is shredded by the mowers must still be removed.** Shredded debris must be removed within two hours of the occurrence.
- 5.5.3 Litter removal area is defined as all grass areas to include areas behind guardrail, in fenced ponds, behind sound walls, in ditch lines, utility strips, interchanges, areas adjacent to sidewalks, slopes, roadways that run under the interstate the interstate and are not associated with an interchange.
- 5.5.4 All collected litter and debris shall be containerized immediately and kept, at all times, off of the traveled portions, shoulders, and right-of-ways (including emergency lanes).
- 5.5.5 The Contractor, at the Contractor's sole expense, shall appropriately dispose of collected litter and debris in accordance with all federal, state, and local laws, rules, and regulations at the end of each day.
- 5.5.6 Vehicles for litter removal activities shall at all times be parked off the pavement as close to the right-of-way fence as possible.
- 5.6 Large animals (in the weight class of bear or deer), hazardous wastes, or other items which cannot be reasonably or safely handled (as determined by Ferrovia Services) by the Contractor's personnel, will be disposed of by Ferrovia or others. The Contractor will advise Ferrovia upon discovery.

Acreage Disputes

- 5.7 If a dispute regarding actual **acreage** arises, the following method will be used to resolve the dispute: Ferrovia will re-measure acreage for a charge of \$45/hour upon Contractor's written request.

- 5.7.1 Discrepancies of quantities greater than 5% of original measurements will be paid to the Contractor if greater than original measurements, with no charge for re-measurement. If re-measurement results in quantities less than or equal to 5% of the original measurements, the reduced quantity, if any, will be deducted from the Contractor's payments due along with the \$45/hour charge."
- 5.8.2 If the Contractor is not satisfied with the above results, any further assertions will not be entertained by Ferrovial unless accompanied by an original survey, signed and sealed or stamped by a Licensed Professional Engineer or Land Surveyor.

6.0 SAFETY

- 6.2 See "Safety and Health Standards" in the Attachment A.
- 6.3 When a school bus is loading or unloading children within approximately 1000 feet of mowing operations, the mowers shall stop all operations until the school bus and children depart.

7.0 TRAFFIC CONTROL

- 7.2 For any operations encroaching on the travel-way traffic control will be required, see index 612 of the Design Standards. All traffic control will be supplied by the Contractor. Lane closure restrictions shall be as outlined in the Attachment F. No time extensions will be granted based on these lane closure restrictions, and the Contractor shall plan work accordingly. Lane closure plans shall be submitted to the Project Manager at least 72 hours prior to the closure.
- 7.2.1 Any mainline closure shall require the use of **truck mounted attenuators and message boards**. If required, Ferrovial will provide uniformed police officers in officially marked vehicles to supplement the traffic control.
- 7.3 Upon notification that any part of the Contractor's traffic control operation does not meet the requirements set forth in this Special Provision and the Manual on Uniform Traffic Control Devices, the Contractor shall take immediate steps to correct the deficiency. Deficiencies include but are not limited to incorrect sign spacing, incorrect taper length, mismatched signs, signs or cones that have fallen down, non-functioning arrow boards or message boards, incorrect placement of the truck mounted attenuator, vehicles and equipment in the work zone without amber rotating or strobe lights, etc. Mowers must have slow moving vehicle placard, chains on mowing decks, flags on each corner of the mowing deck, 9 ft antenna type flag on cab, shielding on driveshafts, etc. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial representative, the Contractor will receive a written non-compliance notice.
- 7.3.1 ~~This provision intentionally left blank.~~
- 7.4 Work zone shall not exceed two (2) miles in length. A maximum of three (3) work zones is allowed. Work must be performed within a work zone in order to have the work zone designated. No work will be allowed outside of the work zone.
- 7 Litter removal may be performed under "Mowing Next 2 Miles" as long as mowing is being performed in the same work zone. If only litter removal is being performed in the work zone,
- 5 "Litter Removal Next 2 Miles" or "Litter Removal Ahead" or "Road Work Ahead" signs must be used.

Deleted: The Contractor will be charged a \$250 non-compliance penalty for each written non-compliance form issued to the Contractor...

- 7.6 At no time can support vehicles or mowers back-up or go against traffic on the pavement. Mowers will be allowed to mow against traffic as long as there is a clear distance of fifteen (15) feet from the edge of pavement to mower deck.

8.0 **COMPENSATION**

- 8.2 Payment shall be considered full compensation for providing all traffic control, labor, supervision, equipment, materials, supplies, and incidentals necessary to perform the work specified.

8.2.1 No separate payment will be made for traffic control which is considered incidental to the work.

8.2.2 Certifications are required monthly for MBE/WBE/DBE. These certificates are "Certificate of Partial/Final Payment, Waiver and Release From Subcontractor or Sub-consultant" and "DBE Payment Certification". Failure to submit these completed forms with invoice may constitute cause for payment to be delayed until receipt. Please refer to attachment G for submission of M/WBE form. Contractor shall submit the signed Ferrovial work order with the invoice.

- 8.3 Payment will be made under the following activities:
541 Roadside Litter Removal (AC)

Payment will be full compensation for all labor, supervision, equipment, and incidentals necessary to perform litter removal operations in accordance with these Special Provisions within the right-of-way including service and frontage roads. In addition to the requirements in Attachment A, the below must be provided on each invoice submitted:

Section:

Cycle#

Dates

of Employees

Hours Worked

Miles Driven

Dump Tickets

Tonnage of Litter Removed

END OF SPECIAL PROVISION

ATTACHMENT C

CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND LUMP SUM QUOTATION

Description	Cycles	Unit of Measure	Unit Cost	Price per cycle
Bridge Litter Removal - Franklin County	12	Billed Quarterly	\$833.66/MTH	\$833.66

Total of 12 cycles: \$10,003.92
(\$2,500.98 per quarter)

Services include litter removal for the following state bridges in Franklin County:

1. St. George Island Bridge (Bryant Patton Memorial Bridge) over Gulf of Mexico (SR 300)
2. Tillie Miller Bridge in Carrabelle (SR 98)
3. Apalachicola River ~~Bridge~~ and Apalachicola Bay ~~Bridge~~ (John Gorrie Memorial Bridge (SR 98)

Deleted: (George G. Tapper Bridge)

ATTACHMENT D

DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE

Weekly reports submitted to Ferrovial containing:

Section:

Cycle#

Dates

of Employees

Hours Worked

Miles Driven

Dump Tickets

Tonnage of Litter Removed

ATTACHMENT E

CHANGE ORDER FORM

Ferrovia

Project: _____ Contractor: _____

Ferrovia Contract No.: _____ Change Order No.: _____

Date of Request: _____ Purchase Order No.: _____

Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.

Reason for Change Request:

Description of Costs (attach documentation as appropriate)	No. of Units or Man-Hours	Add/Deduct Amount per Unit or Man-Hour	Total Line Item Amount

Original Contract Amount:	\$
Net Change by Previously Authorized Change Orders	\$
Contract Sum Prior to this Change Order	\$
Amount of this Change Order	\$
New Contract Sum Including this Change Order	\$
Original Contract Date of Completion	
New Date of Completion with this Change Order	

This Change Order is not valid until signed by Ferrovia. Signature of Contractor indicates agreement to the changes on this Change Order Form.

Accepted by Contractor:

Accepted by Ferrovia Project Manager:

 Name: _____
 Title: _____

 Name: _____
 Title: _____

Date: _____

Date: _____

**ATTACHMENT F
LANE CLOSURE RESTRICTIONS**



Florida Department of Transportation

JEB BUSH
GOVERNOR

DENVER J. STUTLER, JR.
SECRETARY

Lane Closure Policy and Procedure

Purpose: To establish guidelines to minimize the disruption of the flow of traffic in conjunction with any production or operations activities on Florida's Turnpike System.
Authority: Sections 334.046, 335 15, Florida Statutes
ADT: Average Daily Traffic Volumes
Department: Florida Department of Transportation, Turnpike Enterprise
Emergency: Any occurrence, or the result thereof, whether accidental, natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property (F.S. 252.34(3))
Engineer: The Department's Engineer(s) authorized to monitor and control activities on the State Turnpike System. (F.S. 334.14)

Lane Closure: Temporary closure of one (1) or more through traffic lane(s), auxiliary lane(s) or ramp lane(s).

MUTCD: Manual on Uniform Traffic Control Devices, Millennium Edition
Indexes: FDOT Design Standard indexes (600 series), current edition

General Policy: NO LANE CLOSURE SHALL OCCUR ON THE TURNPIKE SYSTEM UNLESS ALL OTHER POSSIBLE ALTERNATIVES HAVE BEEN EXPLORED AND FOUND TO BE NOT POSSIBLE OR PRACTICABLE. THE REASONS FOR THE CLOSURE MUST BE WARRANTED AND DOCUMENTED. WHEN ABOVE CONDITIONS ARE MET, THEN CLOSURES CAN ONLY OCCUR DURING SPECIFIED HOURS AND MUST BE APPROVED BY THE DEPARTMENT AT LEAST 48 HOURS IN ADVANCE.

During the holiday weekends of Memorial Day, Independence Day, Labor Day, and Veterans Day, no lane closures will be permitted from 12:01 p.m. the preceding Friday to 11:59 p.m. Monday. If Independence Day or Veterans Day occurs midweek, there will be no lane closure that day.
During Easter, no lane closures will be permitted from 12:01 p.m. the preceding Friday to 11:59 p.m. Sunday.

During Thanksgiving, no lane closures will be permitted from 12:01 p.m. the preceding Wednesday to 11:59 p.m. Sunday.

Lane closure restrictions during the Christmas and New Year's Day holiday periods will be dependent upon which day of the week the legal holiday falls.

- During Christmas, lane closures will not be permitted from 12:01 p.m. Christmas Eve through 11:59 p.m. the following Sunday.

- During New Year's, lane closures will not be permitted from 12:01 p.m. New Year's Eve through 11:59 p.m. the following Sunday.

When Christmas and New Year's occur on Monday, lane closures will not be permitted from 12:01 p.m. the previous Friday through 11:59 p.m. Monday.

www.dot.state.fl.us

REC'D 12/1/01

ATTACHMENT G

DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISES HISTORICALLY UNDERUTILIZED BUSINESS

POLICY

It is the policy of FERROVIAL SERVICES that: disadvantaged, minority and women business enterprises as well as historically underutilized businesses shall have the maximum opportunity to participate in the performance of our contracts.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women business enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the Contractor to carry out the reporting requirements set forth herein shall constitute a breach of contract and after proper notification may result in termination of the contract.

GOALS

Due to the nature of work in this contract, specific goals for participation by Minority and Women Businesses are not established.

REPORTS

The Contractor shall submit the attached statement within 10 days after contract award to report all projected MBE and WBE participation on the project. This participation includes the Prime Contractor as well as Sub-Contractors. The contractor shall submit the same statement with the final invoice to report all actual MBE and WBE participation on the project. In the event the Contractor had no MBE or WBE participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from MBE and WBE Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTOR'S STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO FERROVIAL SERVICES IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT

ATTACHMENT H

EQUIPMENT CERTIFICATION

PURPOSE: All vendors responding to this invitation for bid are required to complete this certification.

Contract Number: _____

1. Name of Firm: _____

2. Type of Business (Check One):

_____ Proprietorship _____ Partnership _____ Corporation

3. Name of Owner or Chief Executive Officer: _____

4. How many years has the firm been in the business of providing the services called for in
this bid ? _____

5. How many employees will be allocated to perform the services required in this bid? _____

6. List below the equipment (Make, Model, Year, HP if applicable) which will be used in performing the services
required in this bid:

7. Is this equipment presently in the firm's equipment inventory? _____

8. If no, which firm do you intend to Rent/Buy from?

SPECIAL USE PERMIT ISSUED TO THE FLORIDA FOREST
SERVICE FOR MCINTYRE ROAD, FRANKLIN COUNTY, FLORIDA

Pursuant to Franklin County Ordinance 2022-13, this special use permit is issued to the Florida Forest Service, so that they and their independent contractors are authorized to use vehicles with more than two axles on that part of McIntyre Road that County Ordinance 92-3 limits to vehicles with two axles.

This special use permit is specifically limited to the use of said McIntyre Road for the treatment and removal of pine trees infested with the Southern Pine Beetle as described by the Florida Forest Service to the Franklin County Board of County Commissioners on July 5, 2022.


While the Florida Forest Service may require its independent contractors to maintain and repair said McIntyre Road, the Florida Forest Service understands and accepts that it is responsible to Franklin County Board of County Commissioners for the repair and maintenance thereof and will promptly make such reasonable repairs and maintenance thereof as requested by Franklin County. The Florida Forest Service is not required to improve McIntyre Road beyond the condition of the road immediately prior to the issuance of this special use permit.

Road Maintenance Standard: The aforementioned part of McIntyre Road shall at all times remain passable by a passenger car in the same manner that it is passable immediately prior to the issuance of this special use permit. After the expiration of this special use permit, that part of McIntyre Road regulated by County Ordinance 92-3 shall be returned to the condition it was in immediately prior to the issuance of this special use permit.

Expiration: This special use permit shall expire on August 10, 2022, and may be extended in ten day increments as may be necessary to complete the treatment and removal of the pine trees infested with Southern Pine Beetle.

Each person signing this special use permit represents that they are authorized to sign on behalf of either Franklin County or the Florida Forest Service.

STATE OF FLORIDA,
FLORIDA FOREST SERVICE

By: 
Clinton A. Davis
Tallahassee Forestry Center
South Operations Administrator
Florida Forest Service
Florida Department of Agriculture
and Consumer Services

Dated: July 7, 2022

FRANKLIN COUNTY, a political
subdivision of the State of Florida

By: 
Ricky D. Jones, Its Chairman

Dated: July 7, 2022.

June 23, 2022

Via email: mshuler@shulerlawfl.com

Franklin County
c/o Thomas Michael Shuler, County Attorney
33 Market Street, Ste 203
Apalachicola, FL 32320

Re: Engagement Letter for Legal Representation

Dear Thomas:

I appreciate Franklin County selecting Hand Arendall Harrison Sale (the "Firm") to serve as the County's Special Magistrate.

The following are the general terms under which the Firm provides legal services but may be modified to suit your specific requirements. If any amendments are desired, please let me know. Otherwise, this will constitute the Firm's agreement with Franklin County once it has been fully executed.

1. **Scope of Engagement.** We will serve as the Special Magistrate for Franklin County for code enforcement.
2. **Personnel.** I will serve as lead attorney for the Special Magistrate services. In the event that I am unable to serve, Cole Davis, Esq. will serve as my alternate Special Magistrate.
3. **Fees and Expenses.** Unless otherwise agreed in writing, our legal fees will be billed on an hourly basis. My hourly rate is \$200 per hour to prepare for and conduct code enforcement hearings and for any post hearing matters. My hourly rate for drive time will be \$100 per hour. To the extent that expenses are incurred in the Special Magistrate services, the County shall reimburse the Firm

for the actual costs of on-line research, copy fees and any other fees related to the representation.

4. **Billing Procedures.** We bill time and rate charges on a monthly basis and provide an itemized statement that includes any costs and expenses that are necessarily and reasonably incurred. Each invoice is due and payable upon receipt.

5. **Deposit for Fees and Expenses.** The firm will not require an advance deposit.

6. **Conflicts of Interest.** We are not aware of any undisclosed conflict of interest between the work we will be performing for you and any other client at this time. Should any conflict be discovered with any client, we will advise immediately.

7. **Term of Engagement.** The term of this agreement shall be for one year and shall automatically renew for successive one-year terms unless terminated by either party as provided for herein. Either party may terminate our engagement at any time and for any reason by giving written notice of termination. In the event of termination by either party for any reason, the County agrees to pay all outstanding fees and expenses advanced by the Firm to the date of termination, and the Firm agrees to cooperate in all ways reasonably requested in the transfer of pending matters to successor legal counsel. All files generated by the Firm are the property of the Firm. However, upon payment of our fees and costs, copies of our files will be made available to you and successor legal counsel.

8. **Entire Agreement.** This letter contains the entire agreement between Franklin County and the Firm. Any deletions, additions or changes must be evidenced by a written agreement expressly modifying this document that is signed by all parties hereto.

Thank you again for this opportunity to be of service to you. We look forward to working with you.

Very truly yours,



Jennifer W. Shuler

ACCEPTANCE

FRANKLIN COUNTY employs Hand Arendall Harrison Sale LLC as legal counsel on the terms set forth herein and accepts all the statements and conditions set forth above..

DATED effective June 24, 2022


By: It's Chairman