



**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM**

JUNE 15, 2021

9:00 AM

AGENDA

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

Meeting Information

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

To join Zoom via computer, use the link (<https://zoom.us/j/95711037977>) 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 (957 1103 7977#). All attendees are muted by default.

If you would like to speak during the meeting in-person or via Zoom, you are required to complete the virtual speaker card (<https://www.franklincountyflorida.com/virtual-speaker-card/>). This card must be submitted to the County Commission Administrative Office prior to the start of the meeting in order for you to speak during the meeting.

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

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

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

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

Call to Order

Prayer and Pledge

Approval of Minutes

A. June 1, 2021, Regular Meeting

Payment of County Bills

Awards and Recognitions

B. Mr. Danny Collins of DUKE Energy will be presented with a Resolution of Appreciation

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.

Clerk of Courts – Michele Maxwell – Report

Department Directors Report

Superintendent of Roads and Bridges – Howard Nabors

C. Report

Informational Items

1. Detail of Work Performed and Material Hauled by District

Solid Waste Director – Fonda Davis

D. Report

FOR BOARD ACTION

Equal Shot request for funding (Proposal attached)

FOR BOARD INFORMATION

Right-of-Way Debris Pickup/Recycle Material Hauled

May 26, 2021-June 8, 2021

~RIGHT-OF-WAY DEBRIS PICKUP~

Apalachicola 17.76 TONS-----Eastpoint 28.89 TONS----- St George Island 112.78 TONS -
-----Carrabelle 40.81 TONS----- Lanark 12.38TONS -----Alligator Point 0- TONS

~CARDBOARD RECYCLE MATERIAL HAULED~

Apalachicola 12.24 TONS----- Eastpoint 18.38 TONS----- St George Island 8.57 TONS ---
-----Carrabelle -0- TONS----- Lanark -0-TONS -----Alligator Point 0- TONS

~PLASTIC, PAPER, & ALUMINUM RECEIVED~

.82 TONS

REQUESTED ACTION: NONE

Emergency Management Director – Pam Brownell

E. Report

Action Items:

NONE

Informational Items:

1. EOC Staff hosted the Fuel Strategy Meeting with the County Departments, City of Apalachicola, City of Carrabelle, Franklin County Schools, and DOH on 6/9/21.
2. EOC assisted DOH with COVID Signs for immunization clinics held in Carrabelle and Eastpoint 6/12/21 and 6/13/21.
3. Members of Certs hosted a booth at the River Front Festival in Carrabelle on 6/12/21.
4. EOC Staff will be hosting a CERT Basic Training class on 6/19/21 9:00AM-1:00PM, 6/20/21 1:00 PM-5:00PM, 6/26/21 9:00AM-1:00PM, 6/27/21 1:00 PM-5:00PM.
5. EOC Staff continues to monitor the stages of the HLMP (Hurricane Loss Mitigation Program) Grant. The HLMP grant has allowed us to mitigate numerous homes throughout Franklin County over the past 5 years.
6. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff's Department & Weems, EMS, Conference Calls, pushing out messaging from DOH on Facebook and our EOC Website.

Extension Office Director – Erik Lovestrand

F. Report

Action Items

None

Informational Items

General Extension Activities:

- During this period, Extension staff assisted citizens on topics related to ID and control of garden pests, interpretation of soil sample reports, coastal dune native plants, pond vegetation ID, and more.
- Extension Director participated in the bi-weekly RCSC/ACF Caucus conference call and two Extension webinars on control of invasive woody vines and invasive skunkvine.

Sea Grant Extension Activities:

- Extension Director participated in National Aquaculture Extension conference via Zoom.
- Franklin County Scallop Sitter volunteers picked up their 50 scallops, predator-exclusion cages and other gear, to deploy bay scallops in St. George Sound up through the spawning season this fall. This is a cooperative project with FWC to improve scallop spawning potential and supplement wild populations.

4-H Youth Development:

- Local Making Strides 4-H club participated in the Carrabelle Riverfront Festival as an outreach event.

Family and Consumer Sciences:

- FNP staff continues to provide nutrition and healthy eating programming in local schools. Current program is titled "Soccer for Success". All participants receive a free soccer ball at the end of the classes.

Home Horticulture Activities:

- Two Master Gardener classes were provided at the Extension office during this period.
- Franklin County Master Gardeners also participated in the Carrabelle Riverfront Festival.

Interim Airport Manager – Ted Mosteller – Report

G. Report

Good Morning Commissioners,

Reporting from the airport:

After being out of the loop--I'm working feverishly to get up to speed on current events, projects and needs at the airport—contacting and meeting with those concerned.—engineers, FBO etc. In the meantime----

The Runway 6/24 lighting project is well underway and I'm expecting information from engineering, if there are sufficient funds remaining for a change order to add PAPA lights to the project. **This is my recommendation—if there are indeed excess funds available from the grant—request permission to proceed.** The materials will need to be ordered in time to keep the crew on the job.

Since we are into Hurricane season already, the emergency Generator for the runway and ramp lights is somewhat a priority. It has been out of service and has not been serviced since Hurricane Michael—when it ran for almost a week before commercial power was restored. Since Ring Power quoted some \$7,000 to retrofit/repair the control system—after the hurricane, I have been able to manually manipulate cranking it, until the battery completely died at the first of the year. Problems include the electronic control board and control sensors (which I was able to patch or bypass) and the injector pump (some \$2,000) (Ring Power estimates total repairs up to \$10,000).

Until a final decision is made on replacement—I **request permission to replace the battery.** (NAPA--soon to be Carquest; quotes \$144.49). Also the generator appears to be out/low of fuel—or a fuel filter restriction—because of lack of servicing and the old fuel. **I have requested Howard deliver fuel at his convenience.**

Another priority concern is the West Ramp storm sewer system—which was re-built in 2008. In particular, a sink hole has opened up on the edge of the ramp—caused by leakage of the system. There is a drainage project coming up in July, which will address this and other drainage issues, however in the meantime. I would like to address this as an emergency safety issue before some one falls into or drives a vehicle or airplane into the sinkhole; and **request Howard send a dump truck of fill dirt.**

Reporting from the FBO:

Centric will give an update (Tara for a report.)

As requested I have made contacts concerning a future Airport Manager—but am not in a position at this time to report on this issue.

Respectfully,

Ted Mosteller

Board of Adjustment – Cortni Bankston – Report

- H.** Consideration of a request for a variance to construct a single-family dwelling and stairs/covered porch 4.4 feet into the 25-foot front setback, an open deck 10 feet into the rear 50-foot wetlands setback. Property described as 689 Longwood Court, Lot 43 Whispering Pines Sub Phases 3 & 4, Eastpoint, Franklin County, Florida. Request submitted by Southeastern Consulting Engineers, Inc, agent for Tiffany Boone, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

- I. Consideration of a request for a variance to construct a HVAC Platform deck and stairs 48 inches into the 10 foot side setback. Property described as 114 Connecticut Street, Unit 1 Block J Lot 13, Lanark Village, Franklin County, Florida (House permit # 30078). Request submitted by Dale Crowson, agent for Martha K. Swaggerty, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

Planning and Zoning – Cortni Bankston – Report

Critical Shoreline Applications

- I. Consideration of a request to modify an existing dock by adding a 4' x 18' finger pier and a 12' x 20' covered boatlift on property described as Lot 4, Block 76, Unit 5, 363 Cook Street, St. George Island, Franklin County, Florida. State and Federal Permits have been received. Request submitted by Better Built Docks, agent for James Slack, applicant. (Application Originally approved 12/10/2019) **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

- K. Consideration of a request to construct a 6'x20' Floating Dock with a 3'x16' Wood Ramp, a 4'x30' Catwalk, a 16'x32' Boatlift and Cover, a repair of an existing 6'x10' Dock, and replacement of an existing 8'x24' Terminus on property located at 546 River Road, Carrabelle, Franklin County, Florida. Applicant would be contingent upon State and Federal permits. Request submitted by Larry Joe Coson, Agent for William & Anita Shuey, Applicants. **P&Z Board Recommended Approval Contingent Upon State & Federal Permits.**

BOARD ACTION: Approve, Table, or Deny

- L. Consideration of a request to modify an existing dock by adding a 12' x 33' Covered Boat Lift on property located at 2218 Highway 98 East, Lanark Beach, Franklin County, Florida. Applicant has exemption from State and Federal Permits. Request submitted by Todd Barlow, Applicant. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

Commercial Site Plan Applications

- M. Consideration of a request for Commercial Site Plan Review of a RV & Boat Storage Facility on a 4.02 Acre parcel at 50 North Bayshore Drive, Eastpoint, Franklin County Florida. Request submitted by Abel Raouf Arafa, agent for Render & Pam Ward, applicants. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

- N. Consideration of a request for Commercial Site Plan Review of a 49.11 5/8 x 51.11 5/8 Firetruck Garage on a 0.344 acre parcel located at 37 Tom Roberts Road, Alligator Point, Franklin County, Florida. Request submitted by Paul Parker, Agent for The Alligator Point Volunteer Fire Department, applicant. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

Re-Zoning & Land Use Change Applications

- O. Consideration of a request for a Public Hearing to re-zone a 2.01 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2332 Highway 98 East, Lanark, Franklin County, Florida, from C-4 Mixed use Residential to R-1A Single Family Residential Subdivision District. Request submitted by Melinda Carroll & Vicki Williams, applicants. **P&Z Board Recommended Approval for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

- P.** ****The applicant has asked the Board of County Commissioners to withdraw this request at this time.*

Consideration of a request for a Public Hearing to re-zone a 5.2 acre parcel lying in Section 36, Township 8 South, Range 7 West, located at 11 South Bay Shore Drive, Eastpoint, Franklin County, Florida from R-1 Single Family Residential District to C-3 Commercial Recreation District. Request submitted by Jana Poirier, Agent for Thoe Sereebutra, applicant. **P&Z Board Recommended Denial for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

- Q.** Consideration of a request for Public Hearing to re-zone a 1.23 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2390 Oak Street. Lanark Villiage, Franklin County, Florida, from C-2 Commercial Business District to C-4 Mixed Use Residential. Request submitted by Charles and Elizabeth Shultz, applicants. **P&Z Board Recommended Approval for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

Public Hearings 10:35 a.m. (ET)

- R.** 10:35 a.m. (ET) or thereafter: AN ORDINANCE REZONING 0.129 ACRES OF LAND IN SECTION 31, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FROM C-1 COMMERCIAL FISHING DISTRICT TO C-4 COMMERCIAL RECREATION DISTRICT.
- S.** 10:40 a.m. (ET) or soon thereafter: AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 1.37 ACRE PARCEL OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM RESIDENTIAL TO COMMERCIAL.
- T.** 10:45 a.m. (ET) or soon thereafter: AN ORDINANCE REZONING 1.37 ACRES OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM R-4 SINGLE FAMILY HOME INDUSTRY DISTRICT TO C-4 MIXED USE RESIDENTIAL DISTRICT.

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

- U.** Report

****This report contains items added after the agenda deadline. The Chairman will allow public comments without the completion of a speaker card on any of the action items at the start of the report presentation.*

Action Items

1. BOARD ACTION: Approval to advertise for construction Timber Island Road Project

The bid solicitation for the construction portion of the Timber Island Road Resurfacing Project was ready to go in between commission meetings and to expedite the project, the Planning Department proceeded with the placement of the ad in the local and regional newspapers. Construction will consist of approximately 0.90 miles of widening and resurfacing, striping, signs, and grassing along Timber Island Road. The bids are due to the Clerk's Office by 4:00 p.m. on July 19th and will be read aloud at the commission meeting on July 20th.

Board action to grant retroactive approval for the Planning Department to advertise for construction bids for the Timber Island Road Resurfacing Project.

2. BOARD ACTION: Accept ranking of firms for CEI Timber Island Road Project

At your last meeting, the proposals were opened and released to the ranking committee for the CEI for the Timber Island Road Project. The committee has ranked Southeastern Consulting Engineers as the top firm.

Board action to authorize the Planning Department to proceed with negotiations with Southeastern Consulting Engineers.

3.BOARD ACTION: Acceptance of FAA Airport Coronavirus Response Grant

As reported at your regular meeting on May 18th, the county applied for a second installment of Coronavirus Relief Funding for the Apalachicola Regional Airport. The FAA is providing the funds to help offset declines in aviation revenues arising from diminished airport operations and activities as a result of the COVID-19 public health emergency. The funds provided can only be used for purposes directly related to the airport and can include the reimbursement of an airport's operational and maintenance expenses. The county was notified yesterday of the grant award for \$9,000.

Board action to authorize the chairman's signature on the grant acceptance form contingent upon review by County Attorney Michael Shuler.

4.BOARD ACTION: Notice of Program Closeout – 1st CARES Act Program Allocation

Franklin County received \$2,115,719 in CARES funding based upon the documented cost of public safety personnel during the pandemic. These funds provided aid to other governmental agencies (transfers to the Cities of Apalachicola and Carrabelle), grants to local businesses, assistance to local food pantries, provided for operational expenditures relative to Coronavirus response including disinfectants, barriers, large scale software and computer upgrades, kiosks, message boards and digital scanners, funded the new computer animated dispatch system for the Sheriff's Department and funded the fortification and protection of the landfill transfer station pad. There is still one pending COVID remediation request for an estimated \$62,558 in antibacterial and antimicrobial surfacing of the county jail of which will be advertised for bid sometime this month. The CARES cost tracking workbook is attached. The Notice of Program Closeout simply attests that Franklin County acknowledges that the 1st round of CARES funding is complete and fully-documented.

Board action to authorize the chairman's signature on the Notice of Program Closeout.

5.BOARD ACTION: Sheriff's E911 Grants

E911 Coordinator Renee Brannan will be available by phone to answer any questions in regards to the following two grants.

a. Regional NG-9-1-1 Grant Agreement and Vendor Contract

At the April 20th meeting, the Board approved the Region 1 GIS Mapping Grant (NG-911) application and regional MOU. This five-year grant will interface mapping data within the region and will leverage technology to enhance response time, provide additional mapping detail and services to process incoming 911 calls. The time-sensitive grant agreement for this project was sent to the E911 Coordinator Renee Brannan and signed by the Chairman on June 3rd. Approval is also requested for the attached sole-source provider Datamark's contract for the regional project.

Board action to approve the chairman’s signature on the grant agreement for the Regional NG-911 Grant Program and the Datamark contract.

b.RapidDeploy E911 Software-as-a-Service (SAAS) Agreement

Also at the April 20th meeting, the Board signed the grant agreement for the E911 RapidDeploy grant. This \$63,960 grant is part of the tri-county rural grant for five years of software licensing that will interface the newly updated mapping data with the E911 system at the Sheriff’s Department. The RapidDeploy system will combine mapping and data analytics with cloud-based software. This grant will fund the replacement of the existing GEOCOMM software. RapidDeploy is the sole-source provider and the Board’s approval of the attached SAAS agreement is requested.

Board action to approve the chairman’s signature on the attached RapidDeploy Software-as-a-Service Agreement.

6.BOARD ACTION: Acceptance of Annual Edward Byrne Memorial Justice Assistance Grant (JAG)

Each year, the Sheriff’s Department applies for funding through the Edward Byrne Memorial Justice Assistance Grant Program. The 2021 value of the grant is \$34,832 and provides funding for certain law enforcement activities and personnel.

Board action to authorize the chairman to sign the Acceptance of Federal Funding Assistance for the Sheriff’s JAG grant.

7.Board Information: CORRECTION Preliminary Estimate of Taxable Value Percentage Increase

At your last meeting, I incorrectly reported the percentage increase in the 2020 to 2021 taxable value. The values were reported correctly, however the percentage increase as reported at 13.81% was the two-year increase in taxable value (from 2019 values), not the one year rate of increase from 2020 to 2021 taxable value which is 7.92%. It is still the highest rate of appreciation as seen by Franklin County since the crash of the housing market almost fifteen years ago but not a double digit one-year increase in taxable value that was previously reported. I would also like to make the public aware that this reported number is an increase in the overall taxable value of property for Franklin County – not an increase in the tax rate.

County Coordinator – Michael Morón – Report

V. Report

Action Items:

1.P&Z/BOA: At your May 18th meeting I was directed to create an advertisement to encourage volunteers to serve on the County’s Planning & Zoning Commission, Advisory Board of Adjustment, and Weems Board of Directors. Mrs. Cortni Bankston, Zoning Administrator, created the advertisement, uploaded to the County’s website and sent it to WOYS and The Times to run as public service announcements. For better exposure, I directed Mrs. Bankston to purchase an advertisement package from WOYS for the Planning and Zoning Commission and Board of Adjustment vacant seats.

Board action to ratify the purchase of the advertisement package from WOYS.

2. District 1 P&Z: Prior to the start of the advertisements for the vacant Planning & Zoning vacant seats, Commissioner Jones informed me that he has a candidate, Mr. James Morris, for District 1's Planning & Zoning vacant seat. Mr. Morris is the current St. George Island Civic Club president and is eager to serve on the Planning & Zoning Commission. If approved, the advertisement will be updated to reflect the current vacant seats.

Board action to appoint Mr. Jim Morris to the Planning & Zoning District 1 seat.

3. Weems BOD: I informed Mr. David Walker, Weems CEO, of the Boards plan to recruit volunteers to serve on vacant P&Z and BOA seats. Mr. Walker stated that he would do the same to fill vacant Weems Board of Directors seats. Before advertising, I suggested that there is a discussion on moving Mr. Duffie Harrison, the current Board Chairman, from the At-Large seat that he currently occupies to District 5 seat on the Board. That would allow Mr. Walker to advertise for an At-Large seat in addition to any other vacant seat.

Board action to authorize the change for Mr. Duffie Harrison from the At-Large to the District 5 seat.

4. Road Paving Change Orders: The following are updates and change orders to the paving project.

District 1: The Board, at the May 4th meeting, approved a \$63,180 change order for asphalt and striping on sections of 5th, 6th, and 7th streets on St. George Island. Chairman Jones would like to void that change order and replace it with a \$192,050 change order to pave Power Drive and Smith Street in Eastpoint.

District 2: Commissioner Boldt submitted Jeff Sanders Road and Enabob Street for work, however more specific information is required before Roberts and Roberts can provide a quote.

District 3: Roberts and Roberts should be finalizing paving the Chapman parking lot and the eastern end of MLK Jr. Street (road to the fish cleaning table). Parking striping was not included in the original quote for the Chapman parking lot, should staff request a quote for striping?

District 4: During the May 4th meeting a portion of Bluff Road was approved for asphalt overlay and striping. After the overlay was completed, a soft spot was found at that location. Upon further investigation, it has been determined that a washout of the soil around the box culvert and has caused undermining of that road section. Roberts and Roberts have submitted a \$20,000 quote to replace the fill and repair that section. There is a possibility that once the work starts, there might be more damage that what has been estimated and additional repairs will be required.

District 5: The County is waiting for engineering and survey information before proceeding with repairs to Ryan Drive. Commissioner Ward requested quotes to stripe (paint) a portion of Frank McKamey, a portion Lighthouse Road, and Beacon Street. That total quote is \$4,510. The Commissioner also requested a quote to stripe (paint) C.C. Land Road, 10th Street, 7th Street, 6th Street, and Brian Street. The total cost to stripe these streets are \$13,755.00.

Board action to approve the \$192,050 change order for District 1, request a quote for parking striping for the Chapman Building parking lot in District 3, the \$20,000 change order for the repairs on Bluff Road in District 4, and the \$4,510 and \$13,755 striping change orders for District 5. All change orders will be paid from that district's paving funds.

5. Interim Airport Manager: At your last meeting, the Board appointed Mr. Ted Mosteller as the Interim Airport Manager until September 30th when a permanent candidate, to replace the vacancy left by Mr. Jason Puckett's resignation, should be in place. The Board directed Attorney Shuler to prepare a contract to include compensation for Mr. Mosteller during his tenure. Mr. Shuler and I discussed this matter and since Mr. Mosteller's role as the Interim Airport Manager is short, we recommend the Board authorize these few directives for Mr. Mosteller instead of a contract. The first would be, as Mr. Mosteller did this morning, all actions in his role must be approved by the Board, including but not limited to amending the airport layout plan, entering into contracts or leases, or applying for any grants. Next, Mr. Mosteller is not authorized to charge on any County accounts or encumber any charges for the County without Board or staff approval. As suggested by Commissioner Lockley, Mr. Mosteller will be paid \$1500 per month until September 30th. As it relates to creating a scope of work and monthly fee for a permanent airport manager, I recommend a committee made up of Mr. Mosteller, Mr. Andrew Hartman of Centric Aviation, and Mrs. Erin Griffith. I believe with Mr. Mosteller's past knowledge of the County's Airport, Mr. Hartman's experience of dealing with multiple airports of different sizes and those airport managers, and Mrs. Griffith financial insight relating to the airport's budget and grants, a draft comprehensive scope of work and monthly fee would be available to the Board for review and discussion before the start of budget workshops in July.

Board action to approve the directives stated above for Mr. Mosteller as Interim Airport Manager, the \$1500 monthly fee that will terminate along with Mr. Mosteller's role as Interim Manager on September 30, 2021, and the creation of the committee with the stated members for the purpose of creating a scope of work and monthly fee for a permanent Airport Manager.

6. Board Committee Assignment Change: Commissioner Jones asked if any other Commissioner would be interested in serving on the Apalachicola Bay System Initiative (ABSI) to reduce some of his meeting load. Since Commissioner Bold serves on Small County Coalition that only meets during conferences, I asked both Commissioners if they would consider switching committees, and they agreed.

Board action to authorize the change the would assign Commissioner Boldt to ABSI and Chairman Jones to Small County Coalition.

7. Community Action Request: The rehabilitation project at 579 Ridge Road is almost complete but there were a few issues with the project. Those issues have been resolved, but there is a small change order that requires Board action. There is a damaged joist, that was not included in the initial estimate, that will cost \$750 to repair. Community Action is managing this project; therefore, the repair will be paid from the donated funds.

Board action to approve the \$750 change order for the repairs to 579 Ridge Road.

8. SHIP Disbursement Check: The Clerk's Finance office received a pay request from the SHIP Administrator for a contractor's final payment. However, the homeowner hasn't signed the Certification of Final Inspection as yet, but is expected to do so before your next meeting on July 6th which is three weeks from today. With that in mind, would the Board consider authorizing the Clerk's Finance Office to do a special check run contingent upon the receipt of the completed Certification of Final Inspection.

Board action to authorize the special check run.

9. Timber Island Road Ad: In order to expedite the timeline for the Timber Island Road widening and resurfacing project, Mr. Curenton sent the advertisement for construction bids

to the newspaper over a week ago. It ran last Thursday and is also on the County's website and Demand Star. By doing this, the Board can open bids at the next meeting instead of in August.

Board action to ratify advertising the Timber Island Road widening and resurfacing project.

10.Ethics Training 2020 Letter: I was informed by the Florida Association of Counties that the ethics class held on Saturday, May 15th will be credited for 2021 not 2020. Would the Board consider authorizing the Chairman to sign a letter stating that the Board tried on numerous occasions, during 2020, to schedule an ethics class but because of COVID was not able to. This letter would accompany any reports you are asked if your 2020 ethics training was completed.

Board action to authorize the letter and the Chairman's signature.

11.CDBG Close Out Letter: Last week Mrs. Deborah Belcher, CDBG Administrator, submitted the CDBG close out documents. The document reports included the original \$700,000 grant amount plus the Eastpoint Wildfire additional funds. The document package was due yesterday so I asked the Chairman to sign the necessary forms last week to get them to Mrs. Belcher in time to meet yesterday's deadline.

Board action to ratify the Chairman's signature on the CDBG grant close out documents.

Informational Items

12 Building Official Date Correction: At your May 18th meeting I informed the Board that Mr. Steve Paterson received his Provisional Building Official license. I stated that Mr. Paterson would assume the role and receive a pay raise as the County Building Official effective May 15th, but in my report, I mistakenly typed March 15th. For the record, Mr. Paterson assumed the responsibility as the County's Building Official along with the new salary effective May 15th.

13.CareerSource Training: Mrs. Kim Bodine, CareerSource Executive Director, informed me that at least one board member and staff from each county is required to participate in training that provides an orientation to local workforce boards and the various roles and responsibilities of each partner. This training can be done online. Let me know if you are interested in registering for this training.

14.Health Department HIV Testing Event: The Florida Department of Health will be hosting a HIV testing day event on Monday, June 28th on St. George Island. This event will be on the empty lot next to the main beach parking lot from 10:00 am to 2:00pm. A flyer is attached to my report.

County Attorney - Michael Shuler - Report

[W.](#) Report

Commissioners' Comments

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.

A.

File Attachments for Item:

A. June 1, 2021, Regular Meeting

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
JUNE 1, 2021
9:00 AM
MINUTES**

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

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

Call to Order

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

Prayer and Pledge

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

Approval of Minutes

A. May 18, 2021, Regular Meeting

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, it was agreed to approve the minutes from the meeting held on May 18, 2021. Motion carried 5-0.

Payment of County Bills

On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, it was agreed to approve payment of County Bills. Motion carried 5-0.

Public Comments

Mrs. Cheryl Sanders asked the Board to retract their letter of support to the Liberty County Board of County Commissioners in support of the lime rock mine and land swap.

Clerk of Courts – Michele Maxwell – Report

Madam Clerk did not have a report for the Board.

Duke Energy – Danny Collins – Update

B. Mr. Danny Collins will update the Board on recent activities including the Vegetation Management Herbicide Project.

Mr. Danny Collins thanked the Board for leasing the staging site to Jingoli Power and for their continued permission to use Apalachicola Airport for a storm staging site. Mr. Collins announced they will be holding forums for contractors to provide proactive outreach as there are a lot of new builders coming into the area. Mr. Collins said the Eastpoint lighting project should be installed this month weather permitting.

Chairman Jones asked about the vegetation management project. Mr. Collins said they will be doing some vegetation management throughout the county. However, it will not look like it did the last time it was done which was three years ago.

Chairman Jones asked Mr. Collins if other counties have created resolutions recognizing the work Duke Energy has done throughout the region. Mr. Collins said they were awarded one from Citrus County recently. Mr. Collins said he loved working in Franklin County and the standing ovation received at a past FBCC meeting was one of the highlights of his career.

Chairman Jones said he believes the Board should pass a resolution thanking Duke Energy for all of their assistance during and after Hurricane Michael. Mr. Moron agreed and said he believes it would be appropriate to put something in writing to show the Board’s support and appreciation for Duke Energy.

Commissioner Boldt made a motion to create a resolution thanking Duke Energy for all of their great work in the entire region, seconded by Commissioner Ward.

Commissioner Parrish said he would like for Mr. Collins to attend the meeting in person to accept it.

Motion carried 5-0.

Commissioner Boldt thanked him for his continued support of the charging systems around the county.

Commissioner Lockley asked if Mr. Collins could repair the lighting around the old IGA. Mr. Collins said he will take a look at it. Mr. Collins said they will get the lighting there and on Bluff Road done as soon as possible.

Department Directors Report
Superintendent of Roads and Bridges – Howard Nabors

C. Report Informational Item

1. Detail of Work Performed and Material Hauled by District

Mr. Nabors thanked the Board for approving the new trucks. Mr. Nabors noted they have moved into their new office and plan to have a ribbon-cutting in the next few weeks. He said his department has been working on the shoulders of the roads as well as cutting grass. Mr. Nabors said they are still short on inmate labor but they are going to try to get to Hwy 98 this week.

Solid Waste Director – Fonda Davis
D. Report

Informational Item

1. Right-of-Way Debris Pickup/Recycle Material Hauled Report

Mr. Davis said his department has been busy keeping up with the large beach crowds throughout the county. He said the recycling trucks being used are older and on their last leg. Commissioner Ward asked if staff could check in to leasing trucks. However, Mrs. Griffith said unfortunately companies aren’t interested in leasing trucks to the landfill due to the high wear and tear.

Commissioner Lockley made a motion to add purchasing new recycling trucks for the landfill to budget discussions. Commissioner Boldt seconded the motion.

Commissioner Boldt said he would like to put money aside for waste management in the future. Chairman Jones said the department heads should be compiling a list of items that may be coming up in the future. Mr. Moron reminded the Board they have requested this information from each of the department heads, a projection of items needed in the next 3-7 years. Commissioner Boldt said he is speaking of purchasing additional land to enlarge the landfill. Commissioner Lockley asked Mr. Davis to get a quote on the trucks so the Board will know what they are looking at.

Motion carried 5-0.

Mr. Davis said he is working on opening the landfill on holidays to prevent a backup of trash pickup.

Mrs. Griffith presented the following item from her report.

1. BOARD ACTION: Use of CARES funds for Landfill Receiver Box Slab Pad
Of the first CARES allocation, Franklin County has a remaining balance of approximately \$61,000. At the Franklin County Landfill’s transfer station, there is a 66’x33’ concrete receiver box slab where the transfer containers for household waste are set to wait for transport to the Springhill landfill for disposal. This slab area was completed several years ago and prevents soil and groundwater contamination by draining the runoff from the transport containers to the sewer system. The containers are very heavy as is the equipment required to move the containers. To protect and preserve the concrete slab and the integrity of the drainage system, welded metal sheeting is needed for the pad area. The market prices of metal sheeting change daily and the current estimate for the materials is \$29,178 with the necessary labor to install the sheeting estimated to be \$4,635. Does the Board want to consider using some of the balance of the first CARES allocation to preserve and protect the receiver box slab at the Landfill? The CARES expenditure worksheet is attached.
Board action to authorize the use of an estimated \$33,813 of the remaining proceeds from the 1st Cares Allocation to preserve and protect the receiver box slab at the landfill.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, to authorize the use of an estimated \$33,813 of the remaining proceeds from the 1st Cares Allocation to preserve and protect the receiver box slab at the landfill.

Attorney Shuler requested the Board modify the motion adding a provision waiving the local bid policy based on the declaration of an emergency based on health and safety.

Commissioner Parrish amended his motion to include the provision waiving the local bid policy based on the declaration of an emergency based on health and safety. Commissioner Lockley amended his second. Motion carried 5-0.

Mr. Davis thanked the board for allowing the Evergreen team to come out and speak with staff members.

Emergency Management Director – Pam Brownell

6. Report Informational Items

- a. HURRICANE SEASON STARTS TODAY. MAKE SURE YOU HAVE A PLAN!
- b. EOC Staff continues to monitor the stages of the HLMP (Hurricane Loss Mitigation Program) Grant. The HLMP grant has allowed us to mitigate numerous homes throughout Franklin County over the past 5 years.
- c. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff’s Department & Weems, EMS, Conference Calls, pushing out messaging from DOH on Facebook and our EOC Website.
- d. 05/26/21 EOC staff completed the IPAWS Monthly Test.
- e. 05/24/21 Amanda Anthony Completed Moulage Training in Tallahassee. This skill will be very useful in exercise participation. Moulage allows participants of the exercises to have a more “real-life” experience. Attached is a picture of a moulage (burned arm) that Amanda created in the training she attended. Moulage is the art of applying mock injuries for the purpose of training emergency response teams and other medical and military personnel. Moulage may be as simple as applying pre-made rubber or latex "wounds" to a healthy "patient's" limbs, chest, head, etc., or as complex as using makeup and theatre techniques to provide elements of realism (such as blood, vomitus, open fractures, etc.) to the training simulation.
- f. 05/27/21 EOC Staff hosted the Emergency Support Function 8: Public Health & Medical Services Hurricane Preparedness Meeting.
- g. 06/03/21 Region 2 Meeting in Columbia County.
- h. EOC assisted DOH with COVID Signs for immunization clinics held in Carrabelle and Eastpoint.

Mrs. Daniels informed the public that the re-entry tags can be picked up at their office or they can apply online and they will be mailed to them.

Extension Office Director – Erik Lovestrand

7. Report Informational Items

General Extension Activities:

- a. During this period, the Extension office assisted citizens on the topics of vegetable gardening, injured wildlife, oyster aquaculture, palm nutrients, soils, and more.
- b. Extension Director participated in a District-wide call regarding a grant proposal to tap into the AmeriCorps program for Extension programming expansion/assistance.
- c. Extension Director participated in a virtual conference for the Association of Natural Resource Extension Professionals and co-presented on two presentations for this national audience.

Sea Grant Extension:

- d. Extension Director collaborated with Bay and Gulf County colleagues to develop a training video for the volunteer Scallop Sitters. Franklin County volunteers will pick up their scallops from FWC on June 3 to be placed in predator exclusion cages in St. George Sound. Scallops are maintained in cages until after spawning season in the early fall.
- e. Extension Director participated in a second conference call with other UF faculty regarding a grant proposal focused on oysters as a tool for nitrogen removal from coastal ecosystems.
- f. Extension Director participated in the bi-monthly ACF Stakeholders Apalachicola Caucus call with other caucus members.

4-H Youth Development:

g. 4-H shooting sports club is actively practicing on the archery range now with 8 members. Family and Consumer Sciences:

h. Family Nutrition Program assistant continues providing nutrition programming in local schools. Currently teaching “Soccer for Success” in partnership with the US Soccer Foundation; a physical activity curriculum with nutrition messaging.

Agriculture/Home Horticulture:

i. Two Master Gardener classes took place at the local Extension office during this period. Potential dates for ribbon-cutting June 22 or 24, maybe have open hours from 4-6:30. Try to do an official photo-op around 5ish.

The consensus of the Board was June 24th.

Library Director – Whitney Roundtree

8. Report Action Item

Unfortunately, I was given the resignation by Danielle Millender, who is a permanent part-time library assistant at the Carrabelle branch, effective May 24th. I am requesting board approval to advertise and fill the vacated position.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to approve advertisement and filling of the vacated position. Motion carried 5-0.

Informational Items

The Eastpoint branch will be hosting The Kick the Can, Cancer Support Group on June 7th at 1:00 pm. This is a monthly program for anyone who is battling cancer and their caregivers. This group is intended to be a source of encouragement to those who are either on their journey with cancer currently or are recovering or in remission. There will also be a caregiver’s support meeting at the same time in another room.

Franklin County Public Library is excited to host our annual summer learning program! Our summer learning program helps kids, teens, and adults learn all summer long. The 2021 Summer Reading Theme is Tails and Tales! Animals of all kinds roam the lands and soar through the air, and many have both a Tail and a Tale! Explore the world of life around you and find out what is special about so many of the animals who live with us on our little blue planet. Programs typically take place from early June to late July or early August. Check your local branch for their dates, registration is required for some events. All library programs and events are free and open to the public.

This year, the Wilderness Coast Library system is providing online access to Beanstack to all its patrons. Through Beanstack, users can track reading, participate in challenges, and engage with fun literacy activities. Every challenge completed is a chance to win a prize! Download the free Beanstack app or visit fcplfl.beanstack.com to register.

June Calendar of Events:

Eastpoint Branch

June 1st – Diabetes Awareness at 10:00 am-11:00 am. This is a monthly program that you can come to and have all your questions answered about Diabetes from a trained professional.

John is here to answer any questions you may have. No appointment is needed, and this is a free program.

This is Australian music, education, and entertainment program. Come out and enjoy the unique sounds and learn about the culture “Down Under”.

June 7th – Kick the Can, Cancer Support Group at 1:00 pm. This is a monthly program for anyone who is battling cancer and their caregivers. This group is intended to be a source of encouragement to those who are either on their journey with cancer currently or are recovering or in remission. There will also be a caregiver’s support meeting at the same time in another room.

Jerry Walls’ Amazing Animals is a traveling educational program series that introduces the audience to the fascinating world of animals.

June 14th – Movie Matinee at 1:30 pm. FCPL will be hosting a movie matinee with popcorn and light refreshments. The featured film is Disney’s Zootopia.

June 15th & 29th – Adult Meditative Coloring at 10:30 am. Come create, relax and let your mind relax and take you away to your world of imagination. Supplies will be provided as well as light refreshments.

June 16th - Writers forum at 1:00 pm. Interested in becoming a writer? This group meets once a month to discuss new ideas and learn useful tips from local author, Dawn Radford.

June 16th, 23rd & 30th--Animal Science and Dissection ages 11+ at 2:30 pm. Registration is required for this event. This is an educational animal science program featuring hands-on learning that keeps students engaged. There will be three classes: June 16th- Owl Pellets, June 23rd- Earthworms, and June 30th –Sheep Eyes. Stop by the Eastpoint branch or call 850-670- 8151 to register for this event.

June 24th -- Storytime (ages 1-6) at 10:30 am. A program for younger children featuring a fun story and craft.

Carrabelle Branch

June 4th – Didgeridoo at 2:00 pm. This is Australian music, Education, Motivation, and an entertainment program. Come out and enjoy the unique sounds and learn about the culture “Down Under”

June 4th- Book Chat at 1:30 pm. This is a monthly group that meets to discuss the current books they have been reading or maybe interested in reading. There is no set book for this group; the book of choice is up to the individual.

June 8th & 22nd – Adult Meditative Coloring at 10:30 am. Come create, relax and let your mind relax and take you away to your world of imagination. Supplies will be provided as well as light refreshments

June 9th, 16th, 23rd & 30--Stop Motion Movie Making ages 8+ at 2:30 pm. Registration is required for this event. Learn the art of stop-motion movie-making, a time-consuming and precise filmmaking technique. Stop by the Carrabelle branch or call 850-697-2366 to register.

June 10th – Amazing Animals at 3:00 pm. Jerry Walls’ Amazing Animals is a traveling educational program series that introduces the audience to the fascinating world of animals.

June 12th- Animal Clay Sculpting (ages 5+) at 10:30. This is a program that allows your child to learn some basic techniques in clay sculpting.

June 17th - Rebuild Florida 9:30 am-4:30 am is aiding those still recovering from Hurricane Michael. Rebuild Florida is a state program launched with federal assistance to help Florida's long-term recovery efforts from the devastating impacts of natural disasters.

June 18th - Movie Matinee at 1:30 pm FCPL will be hosting a movie matinee with popcorn and light refreshment. The featured film is Disney’s The Junglebook (2016).

June 25th- Backyard Birding at 1:30 pm. The Apalachee Audubon Society will be at the Franklin County Public Library Carrabelle branch discussing how to make your yard more attractive to birds. Learn how to make your yard attractive to birds and teaching you how to identify them.

Alligator Point Water Resources District – Sara Turner – Request

9. APWRD will present a resolution for Board support, to expand their current district boundaries. The expansion project would extend to include only the areas served by the district and the district's well fields.

Attorney Ron Mowery, Sara Turner, Skip Cook, and Emmett Mitchell were in attendance. Attorney Ron Mowery presented the request to the Board.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board agreed to approve a resolution for Board support to expand the Alligator Point Water Resources District boundaries. Motion carried 5-0.

Action Item:

Clerk Maxwell requested that a previously omitted invoice from Lori Switzer for \$7,031.86 from the SHIP program for administration fees be approved.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board agreed to approve the payment of an invoice from Lori Switzer for \$7,031.86 from the SHIP program for administration fees. Motion carried 5-0.

The meeting recessed at 10:01 a.m. and resumed at 10:15 a.m.

RFP / RFQ / Bids Opening

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

EASTPOINT FISHING PIER WASHOUT REPAIR

The project is located at the Eastpoint Fishing Pier in Franklin County, Florida, and consists of regrading embankment, patching asphalt parking due to storm damage, installing articulating concrete block, remove and replace guardrail, ADA wooden boardwalk, and rubble.

Mrs. Erin Griffith and Mr. Michael Moron opened the submitted bids as follows:

- a. Duggar Excavating Inc. of Crawfordville \$347,192 with alternate bid and bid bond
- b. North Florida Construction of Clarksville \$313,549.14 with alternate bid and bid bond
- c. Inland Construction and Engineering, Inc. of Panama City \$743,077.73 with alternate bid and bid bond

Chairman Jones questioned as to what alternate bids are. Mrs. Griffith said they are things the companies believe would be a good idea to do. Commissioner Lockley questioned as to if the two companies underbid or if the one company overbid. Mr. Clay Kennedy said all of the quotes were higher than the allotted funds from FEMA. He said the bid alternates are line items that were not previously included in the FEMA damage description but we felt like they needed to be in there. We put those in there to see if they were something FEMA would pay for but kept them separate so that we would have a base bid. Commissioner Parrish said he liked the idea of having parking lot striping. He would like them to request the alternate bid be funded by FEMA.

On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board agreed to turn over the bid packages to Mr. Clay Kennedy for review and ranking. Motion carried 5-0.

11. The Franklin County Board of County Commissioners is seeking civil engineering services relating to the construction engineering and inspection (CEI) for the widening and resurfacing improvements on Timber Island Road from U.S. Highway 98 to the end of the road at the Carrabelle River. The total length of the project is approximately 0.9 miles. The scope of the project includes widening the existing roadway from 20’ to 24’ wide and resurfacing the existing travel lanes, adding 6’ wide grassed shoulders, necessary drainage improvements, adding guardrails, and upgrading signage and pavement markings. Consideration will be given to only those firms that are qualified according to law and that have been prequalified by FDOT to perform the indicated types of work.

Mrs. Erin Griffith and Mr. Michael Moron opened the submitted RFQs as follows:

- 1. Southeastern Consulting Engineers - Port St. Joe
- 2. Anchor Consulting – Panama City
- 3. EXP Engineering – Tallahassee
- 4. AE Engineering – Tallahassee
- 5. AECOM Technical Services – Monticello

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board agreed to turn over the RFQ packages to the evaluation committee for review and ranking. Motion carried 5-0.

Fiscal Manager/Grants Coordinator – Erin Griffith – Report

12. Report Action Items

a. BOARD ACTION: Accept rankings of firms for CR30A SCOP Resurfacing Project Highway 98 to 13 Mile

The committee has ranked Southeastern Consulting Engineers, Inc. as the top firm for the CEI consultant on the CR30A SCOP Resurfacing Project from Highway 98 to 13 Mile Road. Board action to direct the Planning Department to proceed with negotiations with Southeastern Consulting Engineers, Inc. The CEI for this project will include the construction engineering and inspection services for approximately 5.26 miles of resurfacing and widening.

Board action to authorize the Planning Department to proceed with negotiations with Southeastern Consulting Engineers, Inc.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board agreed to authorize the Planning Department to proceed with negotiations with Southeastern Consulting Engineers, Inc. Motion carried 5-0.

b. BOARD ACTION: Accept rankings of firms for CR370 Alligator Drive Multi-Use Path Phase I

The committee has ranked AECOM Technical Services, Inc. as the top firm for the CEI consultant on the CR370 Alligator Drive Multi-Use Path Phase I from George Vause Road to Gulf Shore Boulevard. As this project is federally funded through the Florida Department of Transportation LAP program, FDOT also needed to review and accept the rankings, which they have done so already.

Board action to authorize the Planning Department to proceed with negotiations with AECOM Technical Services, Inc.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board agreed to authorize the Planning Department to proceed with negotiations with AECOM Technical Services, Inc. Motion carried 5-0.

c. BOARD ACTION: Approval to obtain an easement for Eastpoint Channel Dredge Disposal Area

The Corps of Engineers, in consultation with FDEP, told Alan last week that Franklin County will need to obtain an easement from FDEP for the 26 acres Eastpoint Channel Disposal Area. An easement will be needed as the creation of the disposal area is going to turn currently submerged lands into an upland area. The county is already responsible for planting and stabilizing the area. The estimated fee for Dewberry to complete the necessary surveys and application will not exceed \$5,000 and can be paid out of the budget line item for professional services.

Board action to authorize Dewberry Engineers to complete the necessary surveys and application to obtain an easement from FDEP for access to the Eastpoint Channel Disposal Area.

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board agreed to authorize Dewberry Engineers to complete the necessary surveys and application to obtain an easement from FDEP for access to the Eastpoint Channel Disposal Area. Motion carried 5-0.

d. BOARD ACTION: Approval to develop bird monitoring plan Two Mile Channel Dredge Project

The disposal area for the Two Mile Channel Dredge project is south of the Apalachicola Regional Airport. Alan was on a conference call last week with the Corps and the FAA and due to the proximity to the airport, the county will need to develop and implement a bird monitoring plan to satisfy the FAA. With approval from the Board, airport engineers AVCON can develop this plan and submit it to county staff for review. The bird monitoring plan is going to require the Board to hire an FAA-qualified biologist for this type of work. When the board dredged the Two Mile Channel some 15 years ago, this same requirement was in place. At that time, the Board contracted with FWC for the use of a licensed ‘Bird Harassment Officer’ to be on-site during dredging to make sure birds did not congregate at the disposal site. The contract with FWC at that time was for about \$15,000.

Board action to authorize AVCON to develop and implement a bird monitoring plan to satisfy FAA requirements for use of the 2 Mile Channel Dredge Disposal Area.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board agreed to authorize AVCON to develop and implement a bird monitoring plan to satisfy FAA requirements for use of the 2 Mile Channel Dredge Disposal Area. Motion carried 5-0.

e. BOARD ACTION: Use of CARES funds for Landfill Receiver Box Slab Pad
Of the first CARES allocation, Franklin County has a remaining balance of approximately \$61,000. At the Franklin County Landfill’s transfer station, there is a 66’x33’ concrete receiver box slab where the transfer containers for household waste are set to wait for transport to the Springhill landfill for disposal. This slab area was completed several years ago and prevents soil and groundwater contamination by draining the runoff from the transport containers to the sewer system. The containers are very heavy as is the equipment required to move the containers. To protect and preserve the concrete slab and the integrity of the drainage system, welded metal sheeting is needed for the pad area. The market prices of metal sheeting change daily and the current estimate for the materials is \$29,178 with the necessary labor to install the sheeting estimated to be \$4,635. Does the Board want to consider using some of the balance of the first CARES allocation to preserve and protect the receiver box slab at the Landfill? The CARES expenditure worksheet is attached.

Board action to authorize the use of an estimated \$33,813 of the remaining proceeds from the 1st Cares Allocation to preserve and protect the receiver box slab at the landfill.

Item previously addressed.

Informational Items

f. Board Information: Alligator Drive Hurricane Repair Project
At your last meeting, Alan informed the Board about an FDEP special permitting condition issue that had come up at the pre-construction meeting for the reconstruction of Alligator Drive. The subject special permit condition prohibited construction during Sea Turtle Nesting Season. Franklin County already had a letter from FWC acknowledging that there was no turtle nesting habitat in the area of construction so the special permit condition would and should not have applied, however, the FDEP staff on site were unable to waive the condition without moving up the chain of command at FDEP. Franklin County received formal approval/acknowledgment on Friday that this special permit condition would be waived by FDEP due to the lack of nesting habit. Dewberry Engineers can now move forward with issuing the Notice to Proceed for the reconstruction of Alligator Drive sometime this week.

g. Board Information: Buddy Ward Artificial Reef Project
Walter Marine of Orange Beach, AL will be in Franklin County on or around June 15th for the deployment of the prefabricated articulated reef balls for the Buddy Ward Artificial Reef Project. The deployment is expected to be completed in one day and the Apalachicola Artificial Reef Association will be at the site to fully document and monitor the deployment.

h. Board Information: Preliminary Estimate of Taxable Value
The Franklin County Property Appraiser has provided the Board with a good faith estimate of taxable value for use in the 2021/2022 budget cycle. In the attached, the estimated taxable value

of property in Franklin County is \$2,310,915,668 which is an increase of 13.81% in value over the previous year. This percentage of increase fueled by sales data and new construction is the fastest rate of appreciation as seen by Franklin County since the crash of the housing market almost fifteen years ago. The decline in values during the housing crash was so severe that the taxable value of the property today is now just above the taxable value in 2004 which was \$2.107 billion and still 43% less than the taxable value at the high in 2006 when the taxable value was \$4.112 billion. The revenue estimates for state shared revenues and sales tax proceeds will not be released by the Florida Office of Economic Development and Research until sometime in July.

County Coordinator – Michael Morón – Report

13. Report Action Items

a. Airport Manager's Resignation: Mr. Jason Puckett submitted his resignation as your Airport Manager effective today June 1, 2021. My recommendation is to appoint me as your interim Airport Manager. This would allow the Board the opportunity to determine the role and responsibilities of a future Airport Manager, along with a job description and salary before advertising for a permanent candidate. I also recommend transferring the grant and reporting responsibilities, permanently, to Mrs. Erin Griffith, your Fiscal Manager/Grants Coordinator. *Board action to accept Mr. Puckett's resignation, appoint me as the interim Airport Manager, and assign Airport grants and report to Mrs. Erin Griffith.*

Commissioner Boldt said he would like to see an experienced airport manager temporarily fill in. He has spoken with Mr. Ted Mosteller inquiring to see if he'd be willing to be an interim airport manager.

Commissioner Boldt made a motion to accept Mr. Puckett's resignation and to permanently transfer the grant and reporting responsibilities associated with the airport to Mrs. Erin Griffith. Commissioner Ward seconded the motion. Motion carried 4-1, Commissioner Parrish opposed.

Commissioner Ward asked Mr. Mosteller if he was interested in being the interim airport manager. Mr. Mosteller said that he would be glad to.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to appoint Mr. Mosteller as the interim airport manager through the end of September 2021. Motion carried 3-2, Commissioner Parrish and Commissioner Lockley opposed.

b. 8 County Oil Spill Administrators' Meeting & Superintendent at July Meeting: I attended the 8 County Oil Spill Administrators' Meeting hosted by Senators Broxon and Gainer on Monday, May 24th. The purpose of the meeting was for all 8 counties to express concerns and suggestions regarding the TRIUMPH application process, with more funded projects as the result. Job creation requirements, clawback clause, increase in infrastructure projects, and small county vs bigger county obstacles were discussed during a closed-door session. Later that afternoon, the Senators invited TRIUMPH representatives, Chairman Don Gaetz, Mr. Rick Harper (Economist), and the Alan Manning General Council to the meeting and presented the concerns and suggestions discussed earlier. During the TRIUMPH representatives dialog and exchange of information, there was one suggestion from the representatives to the 8 counties, especially the smaller counties,

include TRIUMPH in the early stages of planning or considering any project so they can assist with the application process. With that in mind, and based on an offer from Mr. Rick Harper (Economist) to meet with County representatives, I suggest that the Board consider authorizing Chairman Jones, Mrs. Erin Griffith, and I to meet with TRIUMPH representatives to discuss Franklin County's unique issues and perhaps generate some possible projects that TRIUMPH would consider.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, to authorize Chairman Jones, Mrs. Griffith, and Mr. Moron to represent the Board and meet with TRIUMPH representatives to discuss possible projects. Motion carried 5-0.

Inform the Board that Mr. Steve Lanier, Superintendent of Schools, and I talked last week about the "adult vocational" program. Mr. Lanier along with his staff will be at your July 6th meeting to discuss this program in more detail.

Commissioner Lockley asked if Mr. Ted Mosteller would be paid for his role as the interim airport manager.

Motion by Commissioner Lockley, seconded by Commissioner Boldt to pay Mr. Ted Mosteller as the interim airport manager.

Mr. Moron asked Attorney Shuler to give his guidance regarding this matter. Attorney Shuler said he could draft a contract and have it ready for the next board meeting. Commissioner Lockley believes the pay should be equivalent to Mr. Puckett. Attorney Shuler said he is not sure that Mr. Mosteller has the same credentials as Mr. Puckett but it is entirely up to the Board. Commissioner Boldt said he believes Mr. Mosteller has the same knowledge as Mr. Puckett and Mr. Mosteller will be present at the airport. Mr. Mosteller said he appreciates the discussion of payment. However, he has always volunteered for the position of airport manager. He appreciates whatever the Board decides regarding compensation.

Motion carried 3-2, Chairman Jones and Commissioner Parrish opposed.

Mr. Moron confirmed that the motion is for Attorney Shuler to draft a contract based on the Board's direction.

c. Eastpoint USDA Grant: At your March 16, 2021 meeting the Board authorized the Eastpoint Civic Association, by Resolution, to apply for a USDA Rural Business Development Grant to complete an Eastpoint Highway 98 Waterfront and Business Corridor Feasibility Study. The Resolution authorized the elected officers of the Eastpoint Civic Association, Inc. to execute the grant application, agreement, change orders, and other documents related to the grant as signatories for the County. However, Mrs. Betty Webb who made the initial presentation to the Board is of the opinion that since the County is the ultimate responsible party, the Chairman's signature is required on the application and related documents. The application is due in USDA's Marianna office tomorrow by 10 a.m. Mrs. Webb is available virtually to answer any questions.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, to authorize the Chairman’s signature on the application and supporting documents for the USDA Rural Business Development Grant. Motion carried 5-0.

Informational Items

d. Courthouse Structure: Based on the Board's request, a structural engineer inspected the courthouse for any indication that undermining issues on Leslie or Forbes Street may cause structural issues in the courthouse. Mr. Lance Watson, Southeastern Consulting Engineers, does not believe that the issues on both roads present an immediate threat to the building's foundation because they are far enough away that they shouldn't impact the structure. However, he recommends that both roads are repaired as soon as possible to prevent further damage to the roadway and that the damage does not extend toward the Courthouse structure. There are some other issues that may have been caused by damaged infrastructure and recent hurricanes/storms that need to be addressed. Mr. Watson and I will be meeting soon to discuss addressing these issues. I will continue to update the Board on this matter.

e. SHIP Funding: Mrs. Lori Switzer-Mills, your SHIP Administrator, participated in a webinar on Thursday, May 20th where she was informed that the County will most likely receive \$350,000.00 for the 2021/22 SHIP allocation. She will update the Board once this information is confirmed.

f. NFWFMD: Attached are the Northwest Florida Water Management District's Annual Wetland report and summary. This report is based on the District's compilation of the status of wetland and related habitat protection in northwest Florida. It includes a cumulative summary of wetland impacts permitted by the Districts’ Environmental Resource Permitting (ERP) program with a summary of wetlands and associated water resource lands restored and protected by District's programs.

Commissioner Ward asked Mr. Moron to reach out to the individual at FDOT who is responsible for Hwy 98. She has two areas of concern where the speed limit may need to be reduced and double lines placed. She would also like for Mr. Moron to check on what can be done at the junction of Hwy 67 and Hwy 98 in the downtown area of Carrabelle. Commissioner Ward suggested installing a crosswalk.

Commissioner Boldt said he has similar issues in his district westbound on Hwy 98 at Crooked River Road. He would like to have the speed limit reduced, double lines placed, and possibly a turn lane added.

Mr. Moron asked the Board to send him an email with all of their state road concerns and he will submit one request to FDOT.

Chairman Jones asked Mr. Moron to get a quote for cell phones for the Board. Chairman Jones said he felt like a separate phone device would help in being transparent to the public.

Attorney Shuler asked the Board for direction on the request from Mrs. Sanders to rescind the letter of support sent to Liberty County. Chairman Jones asked if she was wanted us to rescind the letter. Commissioner Boldt said he had lengthy a conversation with the Sanders family and they do want the letter rescinded.

Attorney Shuler said he is waiting for either a letter from Liberty County BOCC or their revised board meeting minutes. This is due to the Board’s direction to have something in writing from the BOCC to show their support for the project.

Chairman Jones said since we are waiting on those items from Liberty County he recommends waiting to take action after we received them. Commissioner Boldt said he felt they are spinning their wheels and dragging their feet.

Motion by Commissioner Boldt to rescind the letter of support to Liberty County. Commissioner Parrish said he didn't vote to send the letter to start with so he is not going to make a second. **The motion fails for lack of a second.**

Chairman Jones said we will wait for Liberty County to provide the documentation previously requested by the Board.

County Attorney – Michael Shuler – Report

14. Report

Action Items:

a. Settlement: Two claims are pending against the Weems EMS. A settlement has been reached without any admission of liability, but your insurance has agreed to settlement terms. The county's only financial responsibility will be the payment of two \$5,000 deductibles. I recommend that you accept the insurance company's recommendation. I have discussed the terms of the settlement with each of you individually.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board authorized acceptance of the two settlements recommended by the insurance companies. Motion carried 5-0.

a. Enhanced Cleaning of Vacation Rentals: Last year around this time, the board adopted an enhanced cleaning program for vacation rentals so that they could re-open. Now that the Governor has eliminated all China Virus related restrictions, the board should reconsider officially disposing of the enhanced cleaning protocol for vacation rentals.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board agreed to rescind the enhanced cleaning procedures for rental companies. Motion carried 5-0.

a. Land Swap Proposed by the City of Apalach and Land Trust and Request to Release Reverter Clause: The City of Apalach and the Land Trust propose to swap one 60'x100' given by Franklin County to the Land Trust (subject to a reverter clause) for affordable housing to the City in exchange for four 30'x100' lots. For purposes of the City's land development code, the four lots equal two 60'x100' lots; representing two buildable lots being exchanged for one buildable lot. In 2010, Franklin County donated the one 60'x100' lot to the Land Trust for affordable housing subject to a reverter clause which automatically transfers title back to Franklin County if the Land Trust uses it for any other purpose than affordable housing or transfers title. Thus, their request that Franklin County releases the reverter clause. I believe that they want the Land Trust to donate the 60'x100' lot without condition, but on May 29, 2021, I asked for the City Manager and City Attorney to provide me with a written position on this matter.

The Board discussed the issue as to whether the lots were buildable. Commissioner Parrish said he would like assurances from the city that are going to be buildable lots. Cliff Butler said they are more buildable than the one we are giving up.

Commissioner Parrish made a motion to accept the land swap based on Attorney Shuler’s recommendation that one of the lots have a reverter clause back to the County and that both lots are buildable.

The Board discussed the location of the two lots which are located on 25th Street behind the Villas. Mr. Butler said the deal would allow for a swap of one lot zoned R-1 for four lots zoned for manufactured housing.

Commissioner Lockley seconded the motion to approve with the provision that Attorney Shuler receives assurances from the City of Apalachicola that the lots are buildable and the reverter clause is included. Motion carried 5-0.

Attorney Shuler noted that a letter was sent to the Department of Revenue regarding the new TDC tax and he has received confirmation of receipt. The new tax will go into effect on July 1st. Commissioner Ward said a couple of people have reached out to her about the leave no trace ordinance noting that there are turtles nesting on beaches other than St. George Island. She suggested we take a look at the current ordinance and revise it to add other locations.

Commissioner Ward made a motion to revisit the Leave No Trace ordinance to include all of the beaches in Franklin County. Commissioner Boldt seconded the motion. Motion carried 5-0.

Non-Action Items:

Jingoli Power: The lease at the airport is waiting on Phase I environmental report. The environmentalist was in the field on May 28, 2021, working on this report.

Commissioners’ Comments

None.

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 12:10 p.m.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

C.

File Attachments for Item:

C. Report

Informational Items

1. Detail of Work Performed and Material Hauled by District

June 15, 2021
 Franklin County Road Department
 Detail of Work Performed and Material Hauled by District
 Detail from 5/27/2021 - 6/9/2021

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	5/27/2021	Tallahassee Street
Shoulder Work	6/1/2021	W Gulf Beach Drive
Shoulder Work	6/1/2021	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/1/2021	2nd Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/1/2021	3rd Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/1/2021	Tallahassee Street
Shoulder Work	6/1/2021	W Gulf Beach Drive
Shoulder Work	6/1/2021	E Gulf Beach Drive
Flagged	6/1/2021	E Gulf Beach Drive
Flagged	6/1/2021	E Gulf Beach Drive
Shoulder Work	6/2/2021	W Gulf Beach Drive
Graded Road(s), Pot hole Repair (Fill)	6/2/2021	E 7th Street
Graded Road(s), Pot hole Repair (Fill)	6/2/2021	W Pine Avenue
Flagged	6/2/2021	E Gulf Beach Drive
Shoulder Work	6/2/2021	W Gulf Beach Drive
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	6/2/2021	Avenue A (District 1)
Shoulder Work	6/2/2021	E Gulf Beach Drive
Graded Road(s), Pot hole Repair (Fill)	6/2/2021	E 4th Street
Shoulder Work	6/2/2021	E Gulf Beach Drive
Flagged	6/2/2021	E Gulf Beach Drive
Graded Road(s), Pot hole Repair (Fill)	6/2/2021	W 3rd Street
Sign Maintenance	6/3/2021	Franklin Blvd (State Road)
Sign Maintenance	6/3/2021	W Gulf Beach Drive
Build/ Rebuild Burms	6/3/2021	Dunlap Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Cut grass in ditches	6/7/2021	N Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup	6/7/2021	Rose Drive
Driveway repair	6/7/2021	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/7/2021	N Bay Shore Drive
Shoulder Work	6/7/2021	Ridgecrest Parkway
Culvert installation	6/7/2021	Lily Circle
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/7/2021	N Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	6/7/2021	N Bay Shore Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/7/2021	East Bay Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	6/7/2021	Rose Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup	6/7/2021	N Bay Shore Drive

District 1

Work Performed:

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Cut grass along shoulders of road on county right of way, Litter Pickup

Flagged

Driveway repair

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Cut grass in ditches, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Shoulder Work

Culvert installation

Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup

Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches

Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts

Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup

Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup, Cut grass in ditches

Date **C.**

Road

East Bay Drive

Lily Circle

Ridgecrest Parkway

N Bay Shore Drive

N Bay Shore Drive

N Bay Shore Drive

3rd Street

N Bay Shore Drive

N Bay Shore Drive

Shuler Avenue

N Bay Shore Drive

State Street

1st Street

State Street

Shuler Avenue

1st Street

0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	6/8/2021	3rd Street	18	0
Debris		TOTAL	18	0
Litter	5/27/2021	Tallahassee Street	3	0
Litter	6/1/2021	2nd Street	1	0
Litter	6/1/2021	3rd Street	1	0
Litter	6/1/2021	Tallahassee Street	0.5	0
Litter	6/2/2021	Avenue A (District 1)	1	0
Litter	6/7/2021	N Bay Shore Drive	72	0
Litter	6/8/2021	N Bay Shore Drive	3	0
Litter	6/9/2021	Shuler Avenue	1	0
Litter	6/9/2021	State Street	0.5	0
Litter	6/9/2021	Shuler Avenue	0.5	0
Litter	6/9/2021	State Street	0.5	0
Litter	6/9/2021	1st Street	0.5	0
Litter	6/9/2021	1st Street	0.5	0
Litter		TOTAL	85	0
Sand	6/2/2021	Stock Pile, W 3rd Street	36	0
Sand		TOTAL	36	0
Sho 30 rt	6/1/2021	E Gulf Beach Drive	18	0

District 1**Material HAUL From:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Shoulder Dirt	6/1/2021	E Gulf Beach Drive	108	0
Shoulder Dirt	6/1/2021	E Gulf Beach Drive	18	0
Shoulder Dirt	6/2/2021	Stock Pile, W 3rd Street	18	0
Shoulder Dirt	6/2/2021	E Gulf Beach Drive	18	0

Shoulder Dirt**TOTAL****180 0****Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	6/3/2021	Dunlap Road	18	0
Black Dirt	6/3/2021	Dunlap Road	18	0
Black Dirt	6/7/2021	Lily Circle	36	0
Black Dirt	6/8/2021	3rd Street	18	0

Black Dirt**TOTAL****90 0**

Dirty 89 Lime Rock	6/1/2021	E 10th Street	18	0
Dirty 89 Lime Rock	6/1/2021	W Gulf Beach Drive	18	0
Dirty 89 Lime Rock	6/2/2021	E 4th Street	18	0
Dirty 89 Lime Rock	6/2/2021	W 3rd Street	18	0
Dirty 89 Lime Rock	6/2/2021	E 4th Street	18	0
Dirty 89 Lime Rock	6/2/2021	E 7th Street	18	0
Dirty 89 Lime Rock	6/2/2021	W Pine Avenue	18	0
Dirty 89 Lime Rock	6/7/2021	Ridgecrest Parkway	9	0
Dirty 89 Lime Rock	6/7/2021	Lily Circle	36	0
Dirty 89 Lime Rock	6/7/2021	Ridgecrest Parkway	18	0
Dirty 89 Lime Rock	6/8/2021	N Bay Shore Drive	18	0
Dirty 89 Lime Rock	6/8/2021	3rd Street	18	0

Dirty 89 Lime Rock**TOTAL****225 0**

Milled Asphalt	6/2/2021	E Gulf Beach Drive	18	0
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Milled Asphalt**TOTAL****18 0**

Shoulder Dirt	6/1/2021	Stock Pile, W 3rd Street	18	0
Shoulder Dirt	6/1/2021	Stock Pile, W 3rd Street	108	0
Shoulder Dirt	6/2/2021	Stock Pile, W 3rd Street	18	0

Shoulder Dirt**TOTAL****144 0****District 2****Work Performed:**

	<u>Date</u>	<u>Road</u>
Flagged	5/27/2021	Alligator Drive
Shoulder Work	5/27/2021	Alligator Drive
Shoulder Work	5/27/2021	Alligator Drive
Shoulder Work	5/27/2021	Alligator Drive (Temporary Road)
Flagged	5/27/2021	Alligator Drive
Shoulder Work	5/27/2021	Alligator Drive
Shoulder Work, Flagged	5/27/2021	Alligator Drive
Shoulder Work	5/27/2021	Alligator Drive
Shoulder Work	5/27/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/1/2021	CR30A
Road Repair	6/3/2021	Jubilee Street
Litter Pickup	6/7/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/7/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/7/2021	Mariner Circle

District 2

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	6/7/2021	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	6/7/2021	Surf Drive
Sign Maintenance	6/7/2021	Enabob Street
Cut grass along shoulders of road on county right of way	6/8/2021	Pine Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/8/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/8/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/8/2021	Fernway Road
Cut grass along shoulders of road on county right of way	6/8/2021	Magnolia Street
Cut grass along shoulders of road on county right of way	6/8/2021	Maple Street
Cut grass along shoulders of road on county right of way	6/8/2021	Oak Street
Cut grass along shoulders of road on county right of way	6/8/2021	Bald Point Road
Cut grass along shoulders of road on county right of way	6/8/2021	Alan Lane
Cut grass along shoulders of road on county right of way	6/8/2021	Dunes Boulevard
Cut grass along shoulders of road on county right of way	6/8/2021	Lakeview Drive
Cut grass along shoulders of road on county right of way	6/8/2021	Gulf Shore BLVD
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/8/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/9/2021	Peninsula Street (circle)
Cut grass along shoulders of road on county right of way	6/9/2021	Sea Shell Avenue
Cut grass along shoulders of road on county right of way	6/9/2021	Mardi Gras Way
Cut grass along shoulders of road on county right of way	6/9/2021	Carnival Lane
Cut grass along shoulders of road on county right of way	6/9/2021	Cypress Street
Cut grass along shoulders of road on county right of way	6/9/2021	Donax Place
Cut grass along shoulders of road on county right of way	6/9/2021	Bay Front Drive
Cut grass along shoulders of road on county right of way	6/9/2021	Clemens Street
Cut grass along shoulders of road on county right of way	6/9/2021	George Vause Road
Cut grass along shoulders of road on county right of way	6/9/2021	Fiesta Drive
Cut grass along shoulders of road on county right of way	6/9/2021	Carousel Lane
Cut grass along shoulders of road on county right of way	6/9/2021	Alligator Drive
Cut grass along shoulders of road on county right of way	6/9/2021	Harbor Circle
Cut grass along shoulders of road on county right of way	6/9/2021	Angus Morrison
Cut grass along shoulders of road on county right of way	6/9/2021	Harry Morrison Island Road

0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirt	5/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0

Dirt	TOTAL		18	0
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Dirty 89 Lime Rock	5/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0
Dirty 89 Lime Rock	5/27/2021	Stock Pile, CR 370 - Alligator Drive - Alligator	9	0
Dirty 89 Lime Rock	5/27/2021	Alligator Drive	1	0

Dirty 89 Lime Rock	TOTAL		19	0
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Litter	6/7/2021	Alligator Drive	1.5	0
Litter	6/8/2021	Alligator Drive	1.5	0
Litter	6/8/2021	Alligator Drive	3	0

Litter	TOTAL		6	0
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Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirt	5/27/2021	Alligator Drive	18	0
Dirt	5/27/2021	Alligator Drive	18	0

District 2**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Dirt			36	0
Dirty 89 Lime Rock	5/27/2021	Alligator Drive	9	0
Dirty 89 Lime Rock	5/27/2021	Alligator Drive	9	0
Dirty 89 Lime Rock	5/27/2021	Alligator Drive	18	0
Dirty 89 Lime Rock	6/3/2021	Jubilee Street	18	0
Dirty 89 Lime Rock		TOTAL	54	0
Milled Asphalt	5/27/2021	Alligator Drive	9	0
Milled Asphalt	5/27/2021	Alligator Drive	9	0
Milled Asphalt	5/27/2021	Alligator Drive	18	0
Milled Asphalt		TOTAL	36	0

District 3**Material HAUL To:**

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	6/9/2021	11th Street (City of Apalachicola)	9	0
Black Dirt		TOTAL	9	0
Dirty 89 Lime Rock	6/3/2021	Martin Luther King Jr. Ave. (City of Apalachicola)	36	0
Dirty 89 Lime Rock	6/3/2021	Martin Luther King Jr. Ave. (City of Apalachicola)	18	0
Dirty 89 Lime Rock	6/8/2021	Paving project @ ABC School	72	0
Dirty 89 Lime Rock	6/8/2021	Paving project @ ABC School	90	0
Dirty 89 Lime Rock	6/9/2021	Paving project @ ABC School	54	0
Dirty 89 Lime Rock	6/9/2021	Paving project @ ABC School	90	0
Dirty 89 Lime Rock		TOTAL	360	0
Sand	6/9/2021	Avenue M (City of Apalachicola)	9	0
Sand		TOTAL	9	0

District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/1/2021	Long Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/1/2021	Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/1/2021	Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/1/2021	Long Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/2/2021	Squire Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/2/2021	Squire Road
Cut grass in ditches, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/3/2021	Hathcock Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/3/2021	Hathcock Road
Cut grass in ditches, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/3/2021	Peachtree Road
Cut grass in ditches, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/3/2021	Squire Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/3/2021	Squire Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/3/2021	Peachtree Road
Sign maintenance	6/7/2021	Bluff Road

District 4**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Culvert installation	6/9/2021	Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/9/2021	Peachtree Road
Litter Pickup, Cut grass along shoulders of road on county right of way, Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/9/2021	Hathcock Road
Flagged	6/9/2021	Bluff Road
Culvert installation	6/9/2021	Bluff Road
Rake, Driveway repair	6/9/2021	Bluff Road
Weed Eat & Cut Grass around signs & Culverts	6/9/2021	Johnson Lane
Flagged	6/9/2021	Peachtree Road
Culvert installation	6/9/2021	Peachtree Road
Rake Shoulders of Road	6/9/2021	Bluff Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/9/2021	Peachtree Road
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/9/2021	Hathcock Road
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	6/9/2021	Linden Road
Culvert installation	6/9/2021	Peachtree Road

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	6/1/2021	Peachtree Road	2	0
Litter	6/1/2021	Long Road	2	0
Litter	6/2/2021	Squire Road	2	0
Litter	6/3/2021	Peachtree Road	1	0
Litter	6/3/2021	Squire Road	1	0
Litter	6/3/2021	Hathcock Road	1	0
Litter	6/9/2021	Peachtree Road	3	0
Litter	6/9/2021	Hathcock Road	2	0
Litter	6/9/2021	Peachtree Road	3	0
Litter	6/9/2021	Hathcock Road	2	0
Litter	TOTAL		19	0

Trees	6/9/2021	Bluff Road	18	0
Trees	TOTAL		18	0

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	6/9/2021	Peachtree Road	18	0
Black Dirt	6/9/2021	Bluff Road	18	0

Black Dirt	TOTAL		36	0
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Dirty 89 Lime Rock	6/9/2021	Peachtree Road	18	0
Dirty 89 Lime Rock	6/9/2021	Bluff Road	18	0

Dirty 89 Lime Rock	TOTAL		36	0
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District 5**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way	6/2/2021	Avenue A (District 5)
Cut grass along shoulders of road on county right of way	6/3/2021	Fort Gadsden Road (Forestry Road)
Cer	6/3/2021	Brown's Cemetery
Cle	6/3/2021	Vroomin Park

District 5**Work Performed:**

Cemetery, Cut, Raked & Cleaned
 Flagged
 Driveway repair
 Driveway repair
 Culvert installation
 Cut dirt off shoulder of road

Date
 6/3/2021
 6/7/2021
 6/7/2021
 6/7/2021
 6/7/2021
 6/8/2021

C.

Road

Brown's Cemetery
 CC Land
 65 State Road
 65 State Road
 CC Land
 Power Line Road (Forestry Road #166)

0**Material HAUL From:**

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Debris	6/8/2021	Power Line Road (Forestry Road #166)	9	0
Debris		TOTAL	9	0
Ditch Dirt	6/3/2021	Vroomin Park	18	0
Ditch Dirt		TOTAL	18	0
Litter	6/2/2021	Avenue A (District 5)	1	0
Litter		TOTAL	1	0

Material HAUL To:

<u>Material HAUL To:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	6/7/2021	CC Land	18	0
Black Dirt		TOTAL	18	0
Dirty 89 Lime Rock	6/7/2021	CC Land	54	0
Dirty 89 Lime Rock		TOTAL	54	0
Milled Asphalt	6/7/2021	65 State Road	9	0
Milled Asphalt		TOTAL	9	0

File Attachments for Item:

D. Report

FOR BOARD ACTION

Equal Shot request for funding (Proposal attached)

FOR BOARD INFORMATION

Right-of-Way Debris Pickup/Recycle Material Hauled

May 26, 2021-June 8, 2021

~RIGHT-OF-WAY DEBRIS PICKUP~

Apalachicola 17.76 TONS-----Eastpoint 28.89 TONS----- St George Island 112.78 TONS -----
-Carrabelle 40.81 TONS----- Lanark 12.38TONS -----Alligator Point 0- TONS

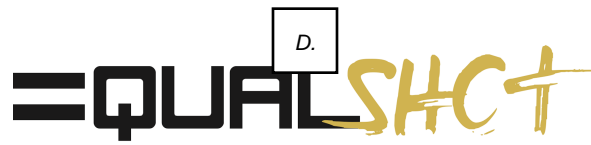
~CARDBOARD RECYCLE MATERIAL HAULED~

Apalachicola 12.24 TONS----- Eastpoint 18.38 TONS----- St George Island 8.57 TONS -----
Carrabelle -0- TONS----- Lanark -0-TONS -----Alligator Point 0- TONS

~PLASTIC, PAPER, & ALUMINUM RECEIVED~

.82 TONS

REQUESTED ACTION: NONE



An elite youth program that goes beyond the scope of basketball. We empower youth through athletic training, leadership development, & skill acquisition.

Equal Shot Presents: SUMMER AT THE MATCHBOX

Who is Equal Shot?

Equal Shot is an elite **youth program** that goes beyond the scope of basketball. We develop the **authentic athlete** by empowering under-resourced youth through **athletic training, leadership development, and skill acquisition.**

How Do We Do It?

We partner with local families, organizations, and cities to be able to offer our programs completely free of charge to all participants.

Summer At The Matchbox

A basketball program for the youth of the Franklin County area offered completely free of charge with the aim to see the lives of each child impacted and enhanced through the intentionality of our program. We believe each child has a unique calling, our goal is to empower them to see their full potential on and off the court!

Program Details:

- Takes place @ The Matchbox (190 14th St. Apalachicola, FL)
- Completely free of cost
- Offering both basketball & STEM activities / training
- Takes place every Monday and Thursday from June 1st through the start of school.
- Offering a youth league for our middle school students
- Open door: Open to ALL KIDS!! No attendance limit.
- Register at the door

We Need Your Help!

- We are asking the Franklin County Board of County Commissioners for their support in the amount of \$2,500 to see this program continue to be able to be offered free of cost to the youth of the Franklin County area.

Make check payable to:

Equal Shot
1823 Folkstone Rd.
Tallahassee, FL 32312

File Attachments for Item:

F. Report

Action Items

None

Informational Items

General Extension Activities:

- During this period, Extension staff assisted citizens on topics related to ID and control of garden pests, interpretation of soil sample reports, coastal dune native plants, pond vegetation ID, and more.

- Extension Director participated in the bi-weekly RCSC/ACF Caucus conference call and two Extension webinars on control of invasive woody vines and invasive skunkvine.

Sea Grant Extension Activities:

- Extension Director participated in National Aquaculture Extension conference via Zoom.

- Franklin County Scallop Sitter volunteers picked up their 50 scallops, predator-exclusion cages and other gear, to deploy bay scallops in St. George Sound up through the spawning season this fall. This is a cooperative project with FWC to improve scallop spawning potential and supplement wild populations.

4-H Youth Development:

- Local Making Strides 4-H club participated in the Carrabelle Riverfront Festival as an outreach event.

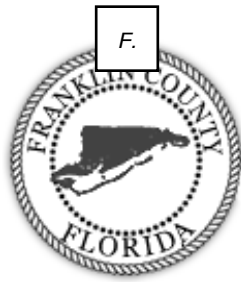
Family and Consumer Sciences:

- FNP staff continues to provide nutrition and healthy eating programming in local schools. Current program is titled "Soccer for Success". All participants receive a free soccer ball at the end of the classes.

Home Horticulture Activities:

- Two Master Gardener classes were provided at the Extension office during this period.

- Franklin County Master Gardeners also participated in the Carrabelle Riverfront Festival.



MEETING DATE: June 15, 2021
NAME/DEPARTMENT/AGENCY: Erik Lovestransd/County Extension Program
TOTAL ATTACHMENTS: None

=====

Action Items

A. None

Information Items

A. General Extension Activities:

- During this period, Extension staff assisted citizens on topics related to ID and control of garden pests, interpretation of soil sample reports, coastal dune native plants, pond vegetation ID, and more.
- Extension Director participated in the bi-weekly RCSC/ACF Caucus conference call and two Extension webinars on control of invasive woody vines and invasive skunkvine.

B. Sea Grant Extension Activities:

- Extension Director participated in National Aquaculture Extension conference via Zoom.
- Franklin County Scallop Sitter volunteers picked up their 50 scallops, predator-exclusion cages and other gear, to deploy bay scallops in St. George Sound up through the spawning season this fall. This is a cooperative project with FWC to improve scallop spawning potential and supplement wild populations.

C. 4-H Youth Development:

- Local Making Strides 4-H club participated in the Carrabelle Riverfront Festival as an outreach event.

D. Family and Consumer Sciences:

- FNP staff continues to provide nutrition and healthy eating programming in local schools. Current program is titled "Soccer for Success". All participants receive a free soccer ball at the end of the classes.

E. Home Horticulture Activities:

- Two Master Gardener classes were provided at the Extension office during this period.
- Franklin County Master Gardeners also participated in the Carrabelle Riverfront Festival.

F.

H.

File Attachments for Item:

H. Consideration of a request for a variance to construct a single-family dwelling and stairs/covered porch 4.4 feet into the 25-foot front setback, an open deck 10 feet into the rear 50-foot wetlands setback. Property described as 689 Longwood Court, Lot 43 Whispering Pines Sub Phases 3 & 4, Eastpoint, Franklin County, Florida. Request submitted by Southeastern Consulting Engineers, Inc, agent for Tiffany Boone, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny



H.

ADVISORY BOARD OF ADJUSTMENT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Tiffany Boone
MAILING ADDRESS: 689 Longwood Court City/State/Zip: East Point, FL 32328
PHONE #: _____ CELL #: _____ EMAIL: longleafcontracting@icloud.com

AGENT'S NAME: S. Lance Watson
MAILING ADDRESS: 115 Sailors Cove Road - Unit A City/State/Zip: Port St. Joe, FL 32456
PHONE #: 850-227-1297 CELL #: _____ EMAIL: lance.watson@southeasternce.com

PROPERTY DESCRIPTION: 911 Address: 689 Longwood Court
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 29-08S-06W-1002-0000-0430

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

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: Tiffany Boone is proposing to encroach 4.4' into Front setback -
10.0' Back Deck (Open wood-framed deck) on one parcel located in Franklin County, Florida.
The proposed development (Parcel # 29-08S-06W-1002-0000-0430) .

ADVISORY BOARD OF ADJUSTMENT DATE: _____

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

BOARD OF COUNTY COMMISSION MEETING DATE: _____

APPROVED: _____ **DENIED:** _____ **TABLED:** _____
CONDITIONS: _____

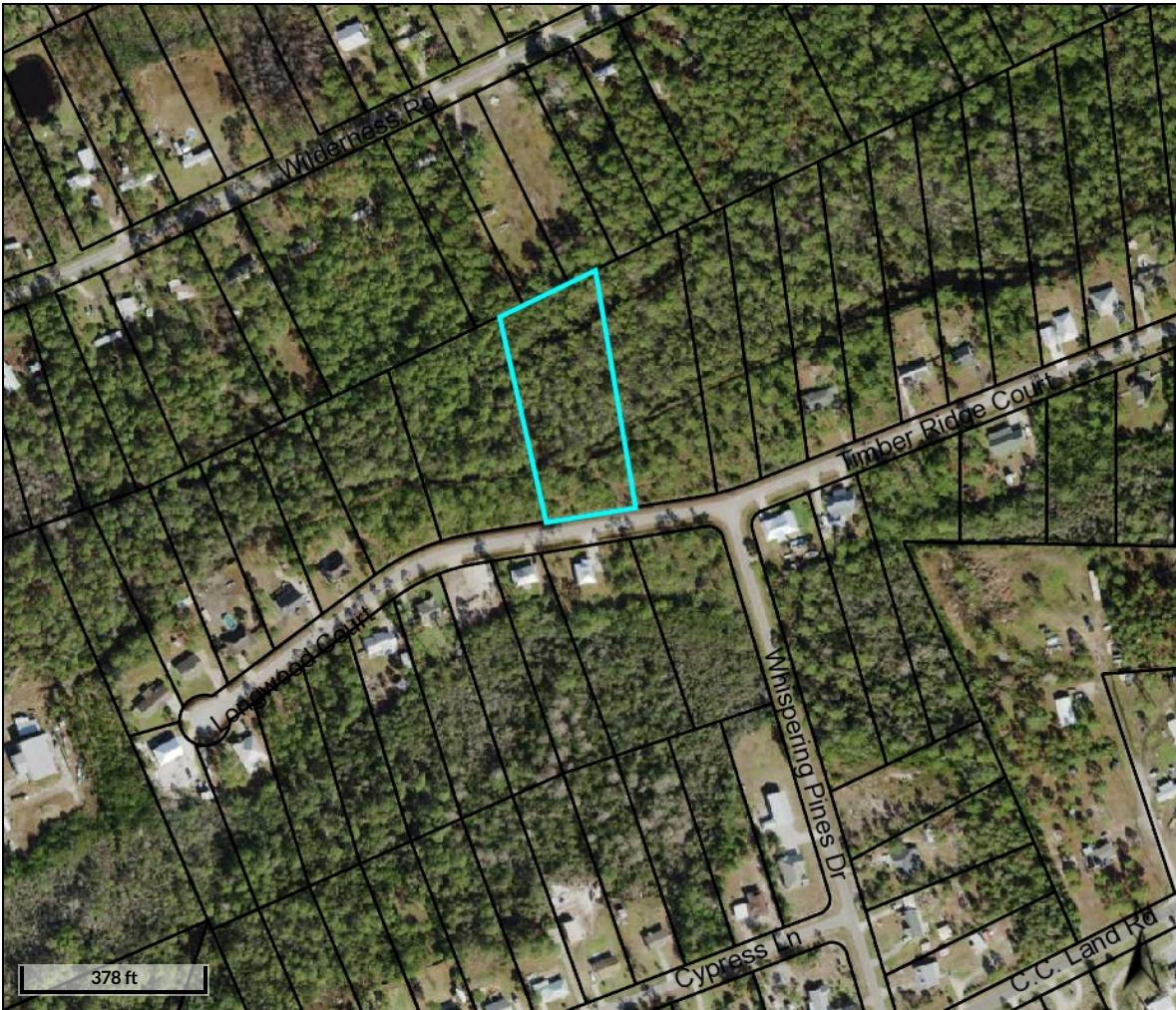
Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$250.00. Return to the following address:

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

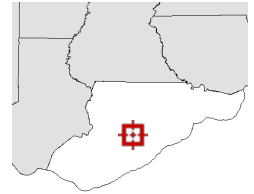
THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.



H.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	29-08S-06W-1002-0000-0430	Alternate ID	06W08S29100200000430	Owner Address	BOONE TIFFANY
Sec/Twp/Rng	--	Class	VACANT		689 LONGWOOD COURT
Property Address	689 LONGWOOD CT	Acreeage	1		EASTPOINT, FL 32328
District	5				
Brief Tax Description	LOT43 WHISPERING PINS SUB				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 3/22/2021
 Last Data Uploaded: 3/22/2021 7:41:11 AM

Developed by 



PROJECT DESCRIPTION

Tiffany Boone is proposing to encroach 4.4' into the Front Setback (Stairs/Covered Porch) and 10.0' into the Wetlands Setback (Open wood-framed deck) on one parcel located in Franklin County, Florida. The proposed development (Parcel # 29-08S-06W-1002-0000-0430).

115A SAILORS COVE DRIVE P.O. Box 951
PORT ST. JOE, FLORIDA 32456
WWW.SOUTHEASTERNCE.COM
850.227.1997

PROJECT NUMBER: 21-1236-01	REVISIONS:
DESIGNED BY: L. WATSON	CHECKED BY: H. CUSHMAN
DRAWN BY: H. CUSHMAN	DATE: T. MARSH
FOR: MICHAEL ROGERS	8822 CR 30A
PORT ST. JOE, FLORIDA 32456	
DATE: 05/19/21	
SHEET NO.	
C1	

H

ZONE "AE(EL 19)"

MATCH LINE "A"

MATCH LINE "A"

N13°08'38"W
N13°05'26"W

S09°55'09"E
S09°46'17"E

LOT 43
1.98 ACRES±
(VACANT)

LOT 42

LOT 44

ZONE "X"

211.23'(RP)
212.79'(M)

APPROXIMATE FLOOD ZONE LINE

N63°45'57"E
N63°53'04"E

ZONE "X-0.2%"

ZONE "AE(EL 19)"

MATCH LINE "A"

MATCH LINE "A"

S05°16'05"
S16°05'

477.67'(RP)
477.67'(M)

FIR (5/8")

N5°31'18"W
80.11'(RP)

APPROXIMATE FLOOD ZONE LINE

417.75'(M)
417.75'(RP)

N79°26'17"E
3.95'(RP)

ZONE "AE(EL 19)"

WETLANDS LINE (AS PER RP)

N68°02'36"E
66.80'(RP)

30' CONSERVATION EASEMENT BUFFER (AS PER RP)

N87°48'09"E
117.64'(RP)

PROPOSED 10' X 27.5' WOOD FRAMED OPEN DECK
PROPOSED 20' X 20' COVERED CARPORT

PROPOSED 5' X 6' WIDE COVERED STOOP

PROPOSED RESIDENTIAL FOOTPRINT. SEE SHEET C2 FOR DIMENSIONS.

PROPOSED 20' WIDE GRAVEL DRIVE PER DETAIL THIS SHEET. SEE SHEET C2 FOR DIMENSIONS.

10' SIDE SETBACK 11.93'
10' SIDE SETBACK 36.53'

S80° (BEARING) 11.93'

179.62'(M)
179.62'(RP)

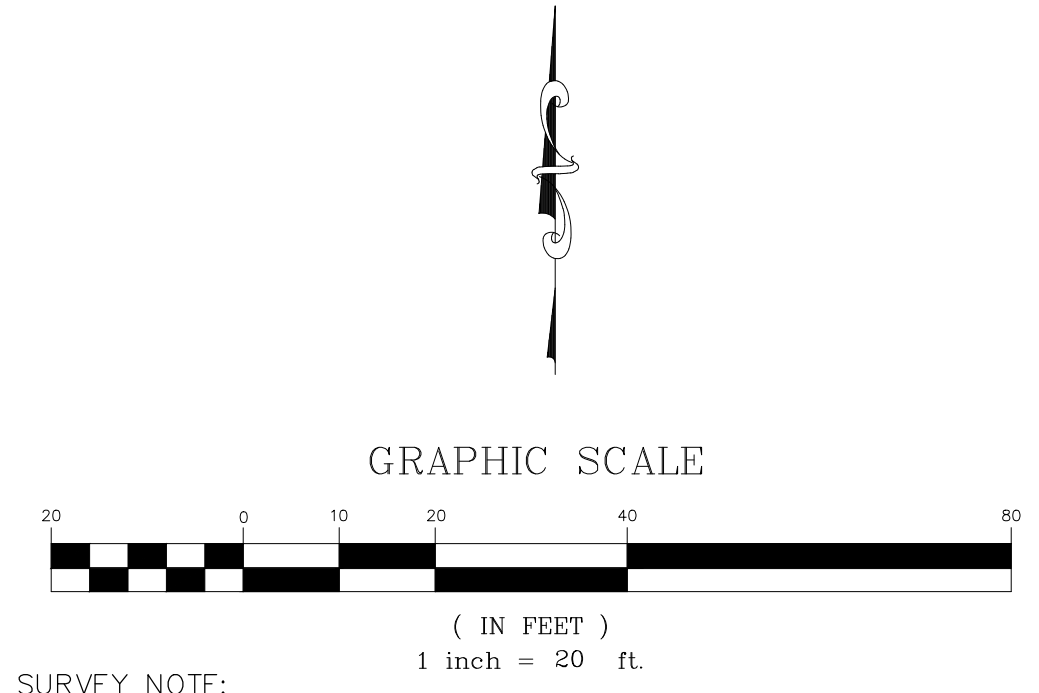
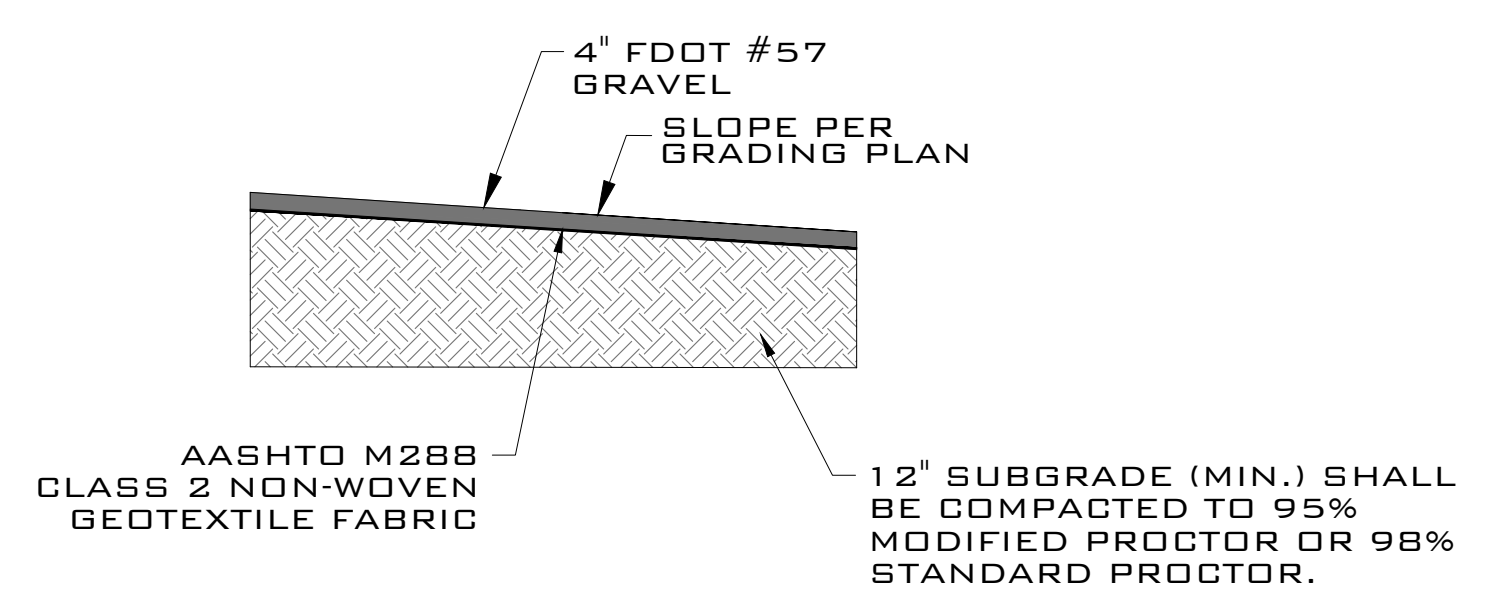
EDGE OF PAVEMENT

PROPOSED 16' X 26' COVERED POLE BARN STRUCTURE

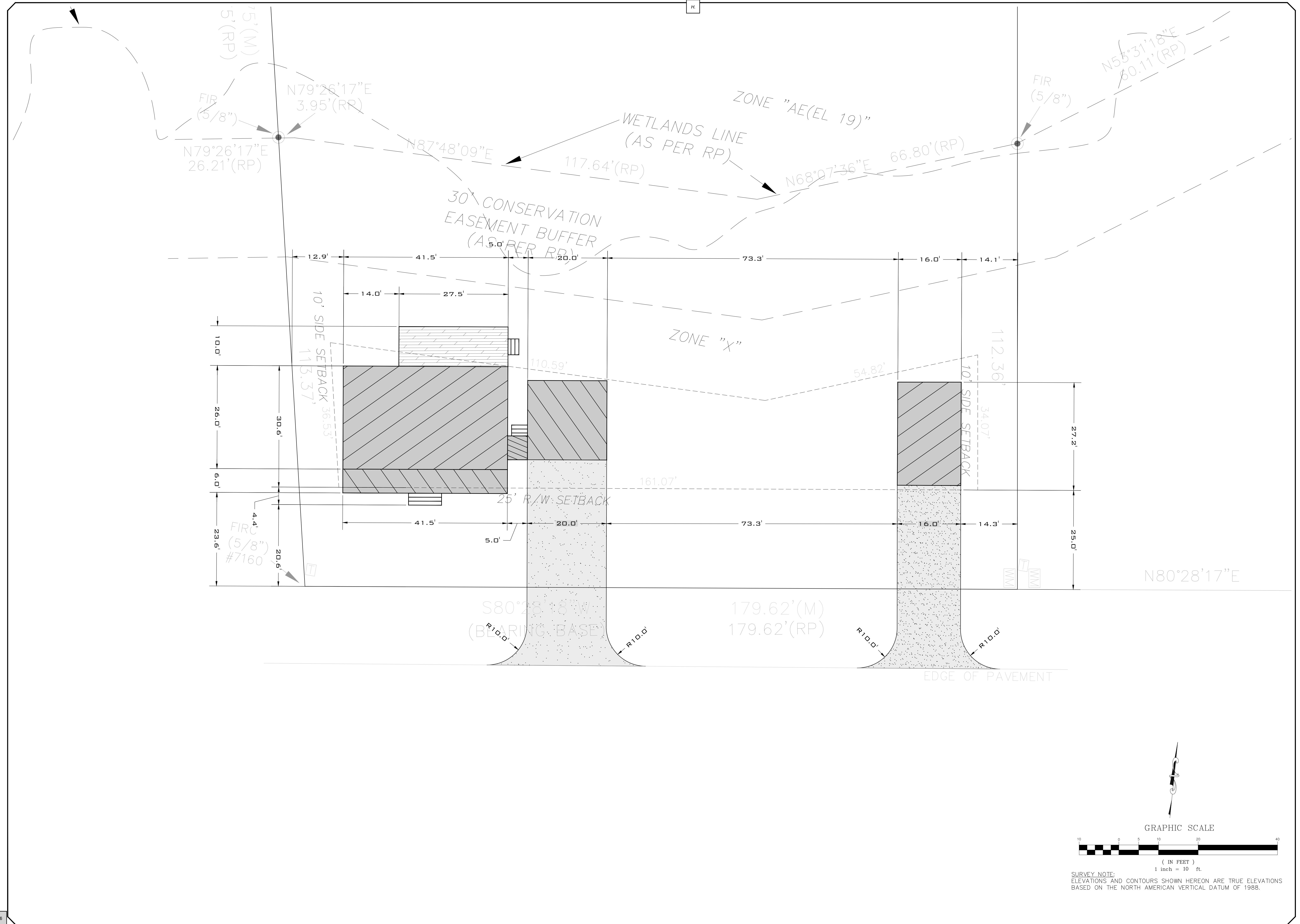
PROPOSED 16' WIDE GRAVEL DRIVEWAY PER DETAIL THIS SHEET. SEE SHEET C2 FOR DIMENSIONS

FIRC (5/8") #7160

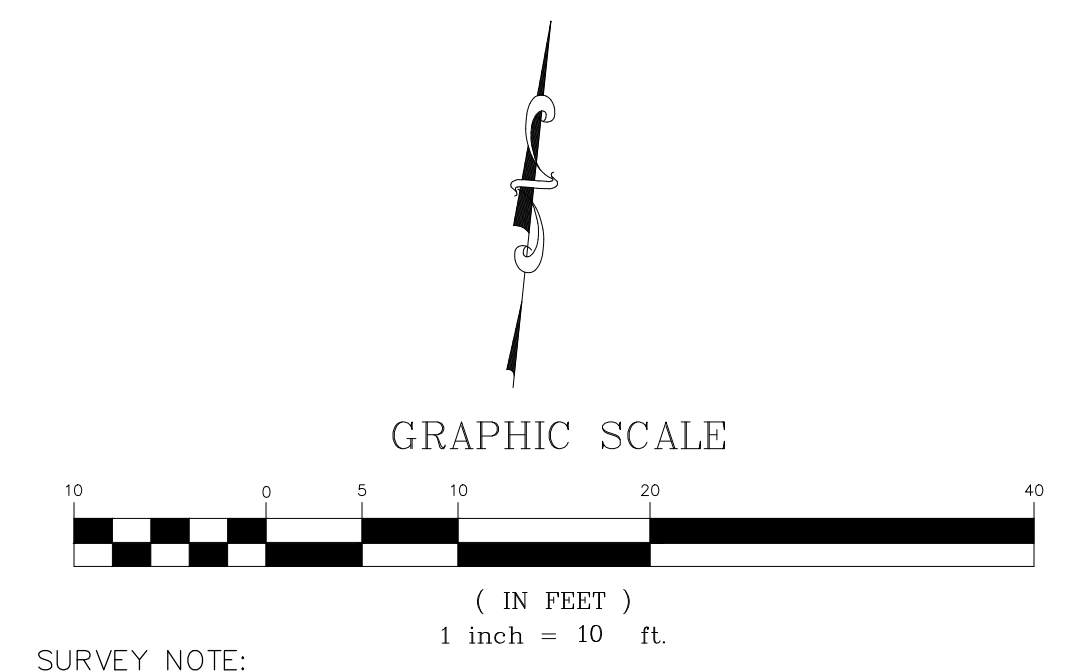
1 TYPICAL GRAVEL DRIVE DETAIL
C1 N.T.S.



SURVEY NOTE:
ELEVATIONS AND CONTOURS SHOWN HEREON ARE TRUE ELEVATIONS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.



PROJECT NUMBER: 21-1236-01		REVISIONS:	
DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE
L. WATSON	H. CUSHMAN	T. MARSH	
FOR: MICHAEL ROGERS			
8822 CR 30A			
PORT ST. JOE, FLORIDA 32456			
DATE: 05/19/21			
SHEET NO.			
2			



SURVEY NOTE:
 ELEVATIONS AND CONTOURS SHOWN HEREON ARE TRUE ELEVATIONS
 BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

I.

File Attachments for Item:

I. Consideration of a request for a variance to construct a HVAC Platform deck and stairs 48 inches into the 10 foot side setback. Property described as 114 Connecticut Street, Unit 1 Block J Lot 13, Lanark Village, Franklin County, Florida (House permit # 30078). Request submitted by Dale Crowson, agent for Martha K. Swaggerty, applicant. **Advisory Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny



ADVISORY BOARD OF ADJUSTMENT APPLICATION
FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Martha K Swaggerty
MAILING ADDRESS: 2518 Hwy 98 E Carrabelle City/State/Zip: FL 3258
PHONE #: 850-251-6250 CELL #: 850-251-6250 EMAIL: mkswaggerty@gmail.com

AGENT'S NAME: Dale Crowson
MAILING ADDRESS: 467 Natural Springs Ln City/State/Zip: Sopchoppy, FL 32358
PHONE #: 850-962-2155 CELL #: 850-567-7847 EMAIL: rncrowson@gmail.com

PROPERTY DESCRIPTION: 911 Address: 114 Connecticut St
Lot/s: 13 Block: J Subdivision: Lanark Beach Unit: 1
Parcel Identification #: 14-075-04W-3131-0005-0130

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

LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

DESCRIPTION OF REQUEST: Request construction of deck and stairs on North side of new house at 114 Connecticut St - Lanark FL
Deck will serve as access to side door + HVAC compressor platform. Deck will extend 48" into 10' setback.

ADVISORY BOARD OF ADJUSTMENT DATE: _____

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

BOARD OF COUNTY COMMISSION MEETING DATE: _____
APPROVED: _____ **DENIED:** _____ **TABLED:** _____
CONDITIONS: _____

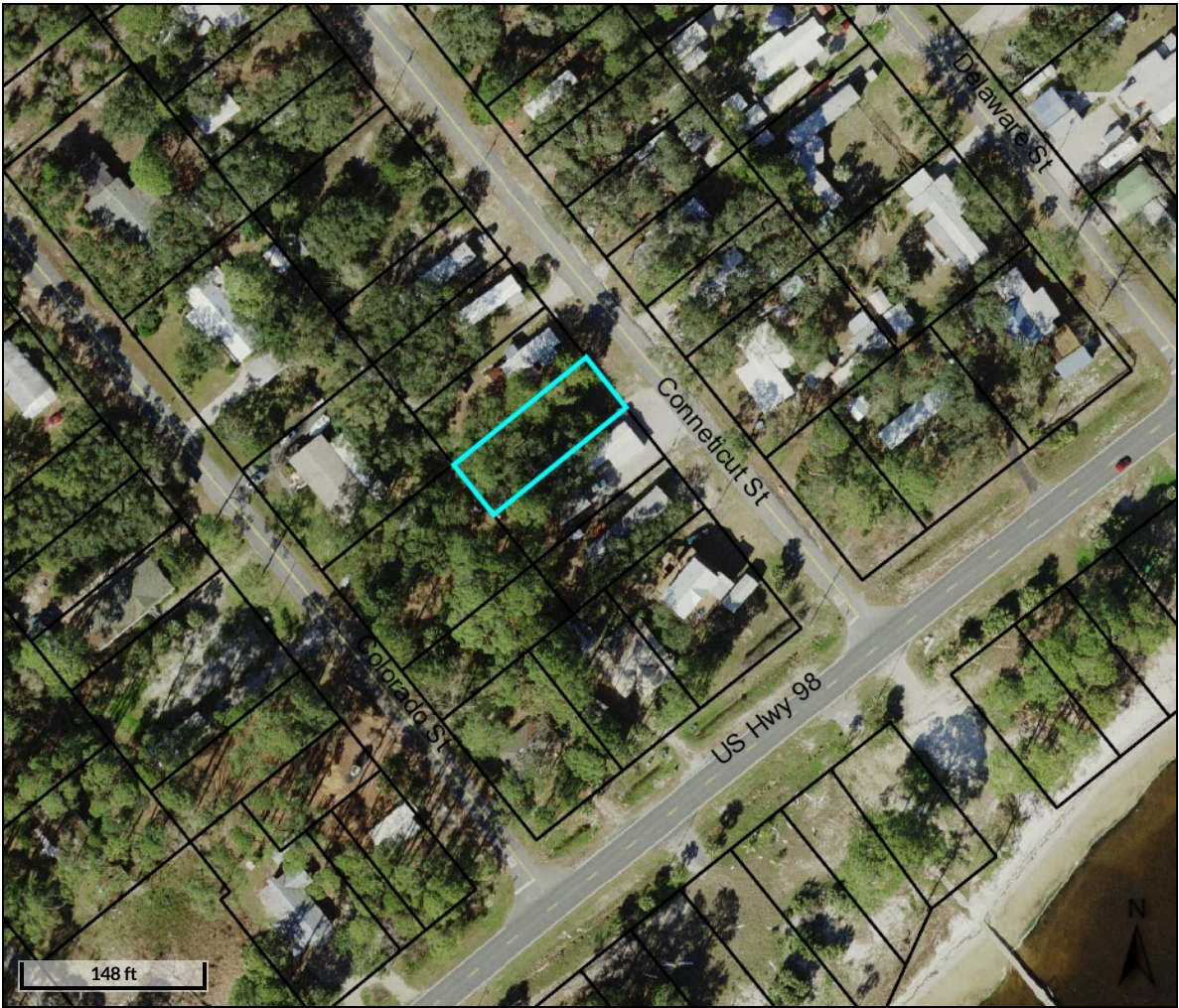
Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$250.00. Return to the following address:

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

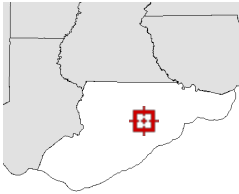
THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.



I.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	14-07S-04W-3131-000J-0130	Alternate ID	04W07S143131000J0130	Owner Address	PHILLIPS BARBARA G & MARTHA K
Sec/Twp/Rng	14-7S-4W	Class	MOBILE HOM		SWAGGERTY
Property Address	114 CONNECTICUT STREET	Acreage	n/a		2518 HWY 98 EAST
					CARRABELLE, FL 32322

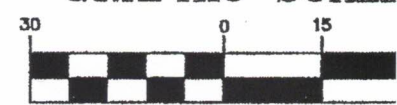
District 6
Brief Tax Description UNIT 1 BL J LOT 13 LANARK BCH
 (Note: Not to be used on legal documents)

Date created: 5/26/2021
 Last Data Uploaded: 5/26/2021 7:43:01 AM

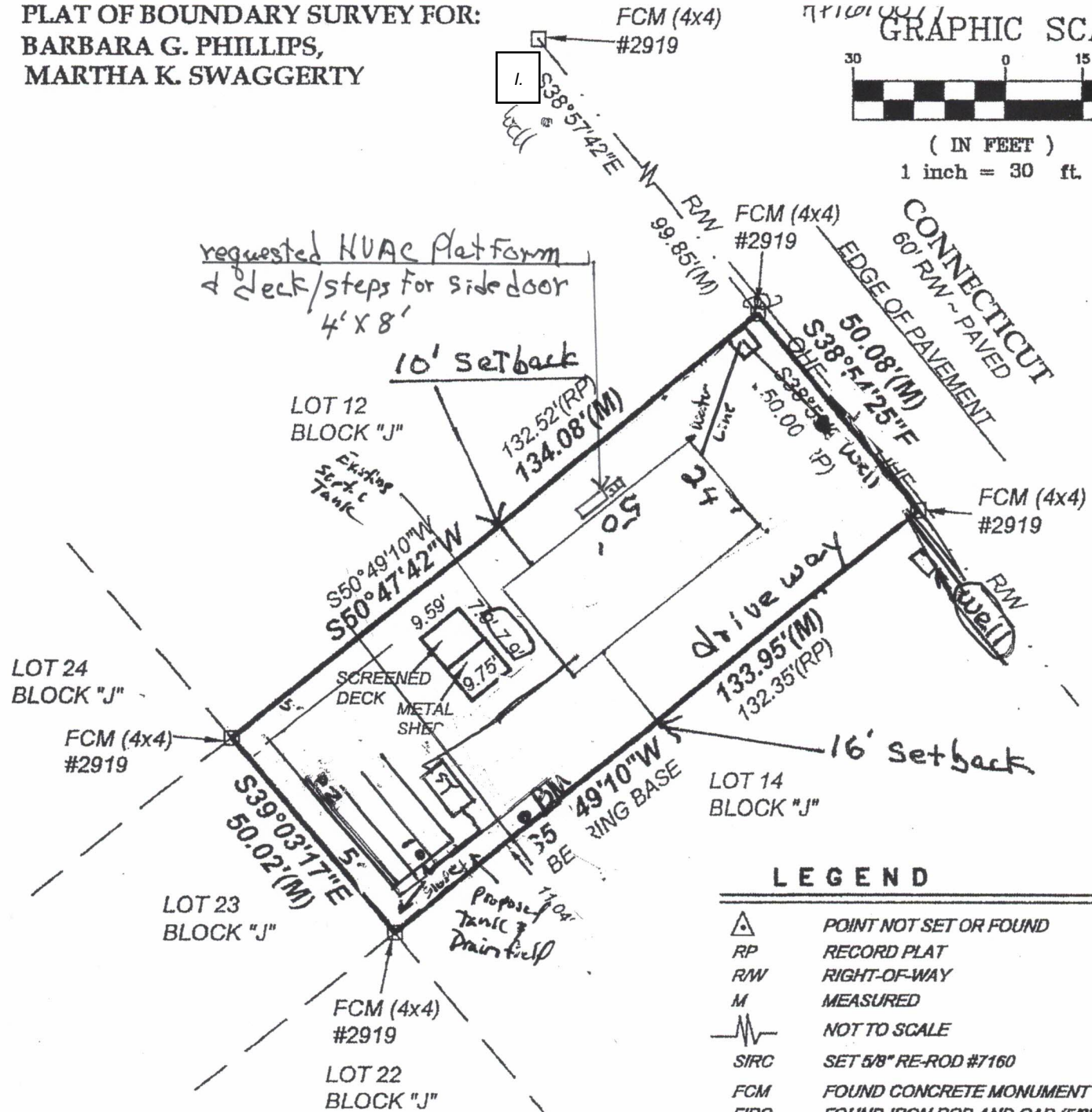
Developed by 

PLAT OF BOUNDARY SURVEY FOR:
 BARBARA G. PHILLIPS,
 MARTHA K. SWAGGERTY

GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.



LEGEND

	POINT NOT SET OR FOUND
RP	RECORD PLAT
RW	RIGHT-OF-WAY
M	MEASURED
	NOT TO SCALE
SIRC	SET 5/8" RE-ROD #7160
FCM	FOUND CONCRETE MONUMENT
FIRC	FOUND IRON ROD AND CAP (5/8")
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FCIP	FOUND CRIMPED IRON PIPE
FPIP	FOUND PINCHED IRON PIPE
FND	FOUND
RND	ROUND

LEGAL DESCRIPTION:

Lot 13, Block "J" of LANARK BEACH UNIT NO. 1, a subdivision as per map or plat thereof as recorded in Plat Book 2, Page 13 of the Public Records of Franklin County, Florida

Roger Dale Crowson

NOTES:

1. SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: Southeasterly boundary of subject parcel being South 50 degrees 49 minutes 10 seconds West as per record plat
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

PRELIMINARY FLOOD ZONE INFORMATION

Subject property is located in Zone "X" as per Flood Insurance Rate Map Community Panel No: 120088 026; index date: June 13, 2019, Franklin County, Florida.

EFFECTIVE FLOOD ZONE INFORMATION:

Title's Instrument Prepared by:
 Name: WOODLANDS TITLE COMPANY, INC.
 Address: 3079 Crawfordville Hwy
 CRAWFORDVILLE, FLORIDA 32326
 Return to:
 Grantee(s) Name:
 Barbara Gail Phillips
 Martha Kathleen Swaggerty
 Address:
 247 Tullis Ave.
 Longwood, Fl 32750
 Property Appraisers Parcel Identification Number(s):
 14-07S-04W-3131-000J-0130
 Grantee(s) S.S #'s:
 SPACE ABOVE THIS LINE FOR PROCESSING DATA

WARRANTY DEED
 INDIV. TO INDIV.
 FILED AND RECORDED
 DATE 04/03/97 TIME 14:25
 KENDALL WADE CLERK
 CO:FRANKLIN ST:FL
 DOC STAMPS 210.00
 INTANG TAX .00
 RECORDED - VERIFIED
 BY *[Signature]*
 FL 971611 B 574 P 254
 CO:FRANKLIN ST:FL DATA

THIS WARRANTY DEED Made the 27th day of March A.D. 1997 by Willard M. Cauthen and Louise M. Cauthen, husband and wife hereinafter called the grantor, to Barbara Gail Phillips and Martha Kathleen Swaggerty, joint tenants with rights of survivorship whose post office address is 247 Tullis Ave., Longwood, Fl 32750 hereinafter called the grantee.
 (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

Lot No. 13, Block "J", Lanark Beach, Unit I, a subdivision of part of Section 11 and parts of Fractional Sections, 12, 13, and 14, Township 7 South, Range 4 West, as per plat Book 2 of page 13 of the Official Records of Franklin County, Florida.

TOGETHER WITH that certain 1971 "GRAIL" Mobile Home ID #KBS6012C2N15908, Title No. 4628955

THIS IS NOT THE HOMESTEAD OF SAID GRANTORS AS DESCRIBED BY FLORIDA LAW

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. **To Have and to Hold**, the same in fee simple forever.
And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
 Signature
 Patricia Fox
 Printed Signature
[Signature]
 Signature
 Cheryl Bliss
 Printed Signature

 Signature

 Printed Signature

 Signature

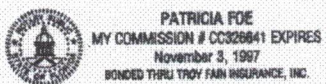
 Printed Signature

[Signature]
 Signature Willard M. Cauthen
 199 Mathews Road
 Milner, GA 30257
[Signature]
 Signature Louise M. Cauthen
 199 Mathews Road
 Milner, GA 30257

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

STATE OF FLORIDA
 COUNTY OF WAKULLA
 Willard M. Cauthen and Louise M. Cauthen known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she/they executed the same, that I relied upon the following form of identification of the above-named person(s): *[Signature]* and that an oath (was) (was not) taken.

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid this 27 day of March, A.D. 1997.

 Notary Signature
[Signature]
 Printed Notary Signature

J.

File Attachments for Item:




J. Consideration of a request to modify an existing dock by adding a 4' x 18' finger pier and a 12' x 20' covered boatlift on property described as Lot 4, Block 76, Unit 5, 363 Cook Street, St. George Island, Franklin County, Florida. State and Federal Permits have been recieved. Request submitted by Better Built Docks, agent for James Slack, applicant. (Application Originally approved 12/10/2019) **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

Plat Book 3, Page 16-17





- Legend**
-  Parcels
 -  Roads
 -  City Labels

Parcel ID	29-095-06W-7315-0076-0040	Alternate ID	06W09529731500760040	Owner Address	SLACK JAMES DAVID & GROGAN ANDREE M 272 VICKERS DRIVE DECATUR, GA 30030
Sec/Twp/Rng	29-95-6W	Class	SINGLE FAM		
Property Address	363 COOK ST ST	Acreage	n/a		

District 1
Brief Tax Description UNIT 5 BL 76 LOT 4
 (Note: Not to be used on legal documents)

Date created: 11/14/2019
 Last Data Uploaded: 11/14/2019 7:40:57 AM

Developed by  **Schneider**
 GEOSPATIAL

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack

WATERBODY/CLASS: Manmade Canal

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: St George Island / Franklin County

LATITUDE: 29° 39' 19.90"

LONGITUDE: 84° 53' 29.27"

SECTION: 29 TOWNSHIP: 9 South

RNG: 6 West

J.
JOB: 19-116

DEP:

COE:

OTHER:

DATE: November 13, 2019

SHEET: 1/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack
WATERBODY/CLASS: Manmade Canal
PURPOSE: Environmental Permitting

JOB: 19-116
DEP:
COE:
OTHER: Rev. 11-18-19
DATE: November 13, 2019
SHEET: 3a/4

PROJECT LOCATION / USGS: St George Island / Franklin County

LATITUDE: 29° 39' 19.90"

LONGITUDE: 84° 53' 29.27"

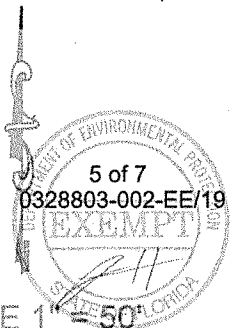
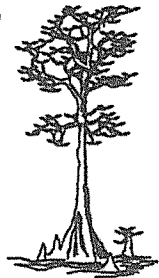
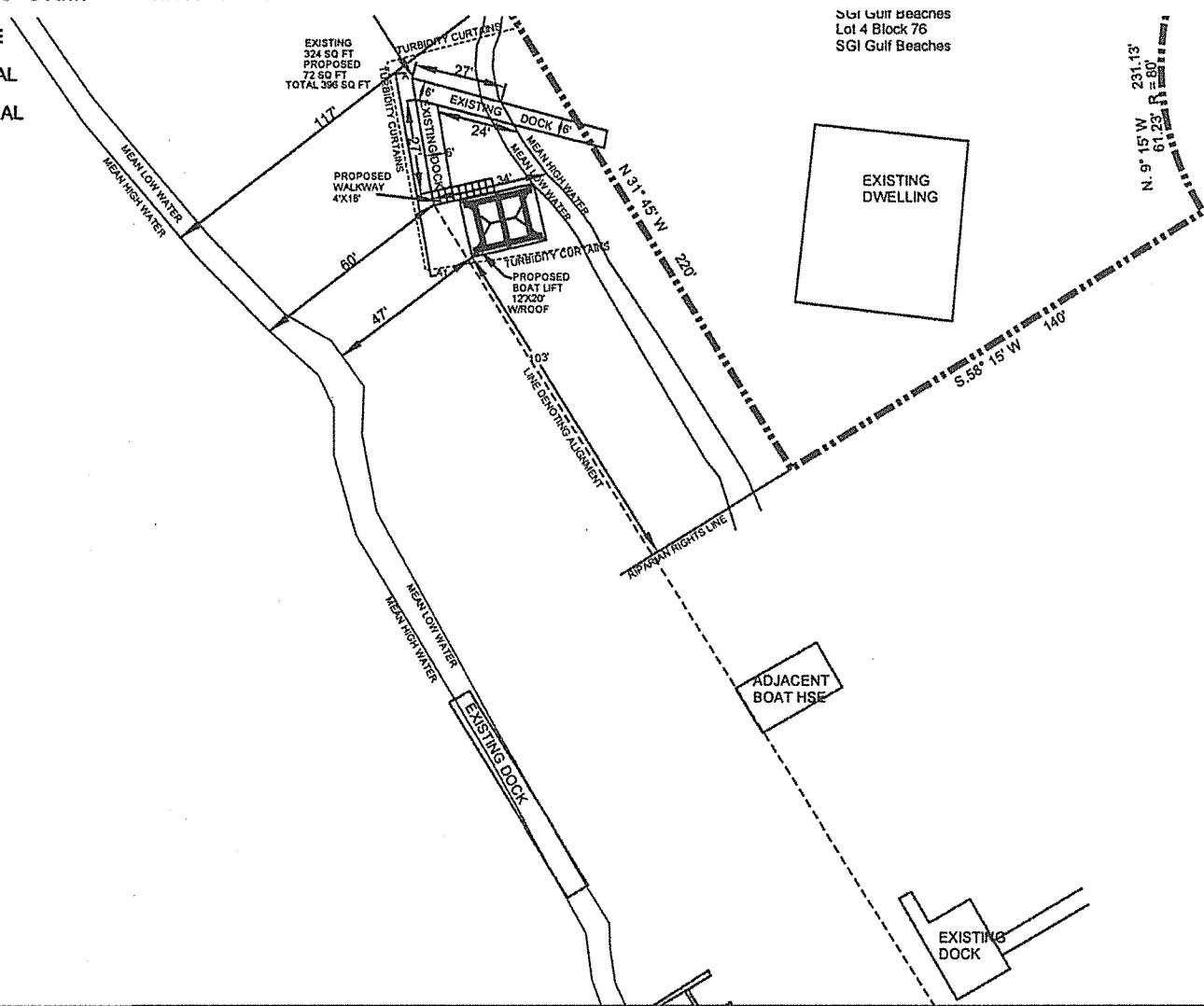
SECTION: 29 TNSHP: 9 South RNG: 6 West

WOOD PILINGS WILL BE WRAPPED IN AN IMPERMEABLE MATERIAL OR MADE OF A NON CCA-LEACHING MATERIAL

PILING SIZE WILL BE 6 INCHES IN DIAMETER AND WILL BE SPACED NO MORE THAN 10 FT. APART

ANY DONUTS/HALOS FORMED DURING LOW PRESSURE JETTING OF PILES WILL BE REMOVED BY HAND

DECKING WILL BE NO GREATER THAN 8" IN WIDTH AND SPACED NO LESS THAN ONE-HALF INCH APART AFTER SHRINKAGE.



SCALE 1" = 50'

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack

JOB: 19-116

WATERBODY/CLASS: Manmade Canal

DEP:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: St George Island / Franklin County

OTHER: Rev. 11-18-19

LATITUDE: 29° 39' 19.90"

DATE: November 13, 2019

LONGITUDE: 84° 53' 29.27"

SHEET: 3/4

SECTION: 29 TWSHP: 9 South

RNG: 6 West

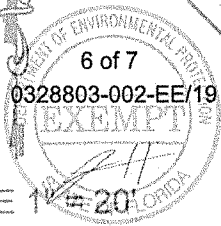
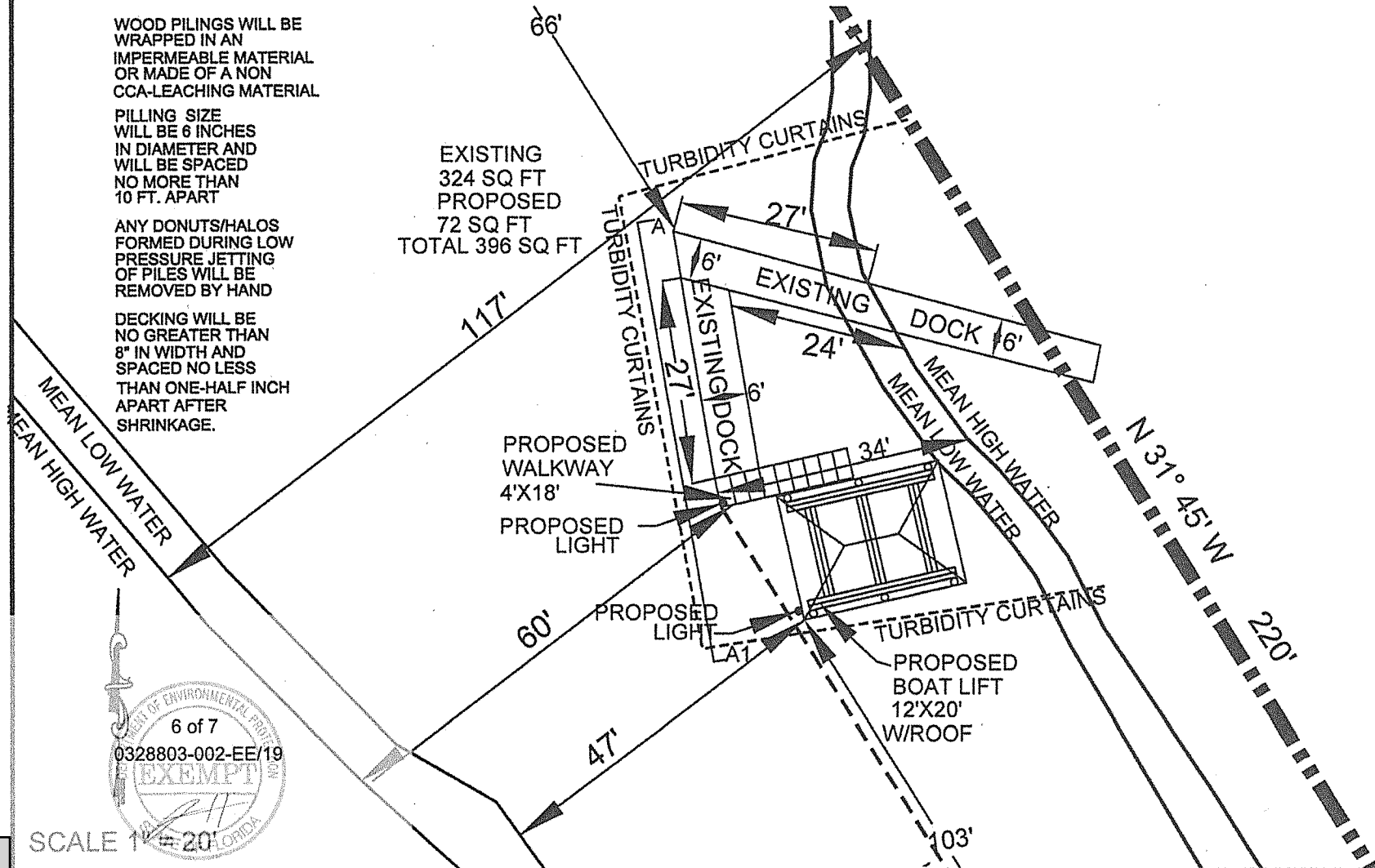
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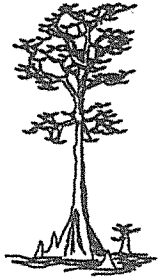
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EXISTING 324 SQ FT
PROPOSED 72 SQ FT
TOTAL 396 SQ FT



SCALE 1" = 20'



J.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack

JOB: 19-116

WATERBODY/CLASS: Manmade Canal

DEP:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: St George Island / Franklin County

OTHER: Rev. 11-18-19

LATITUDE: 29° 39' 19.90"

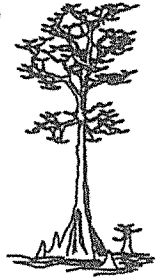
DATE: November 13, 2019

LONGITUDE: 84° 53' 29.27"

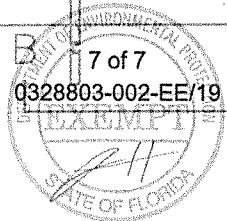
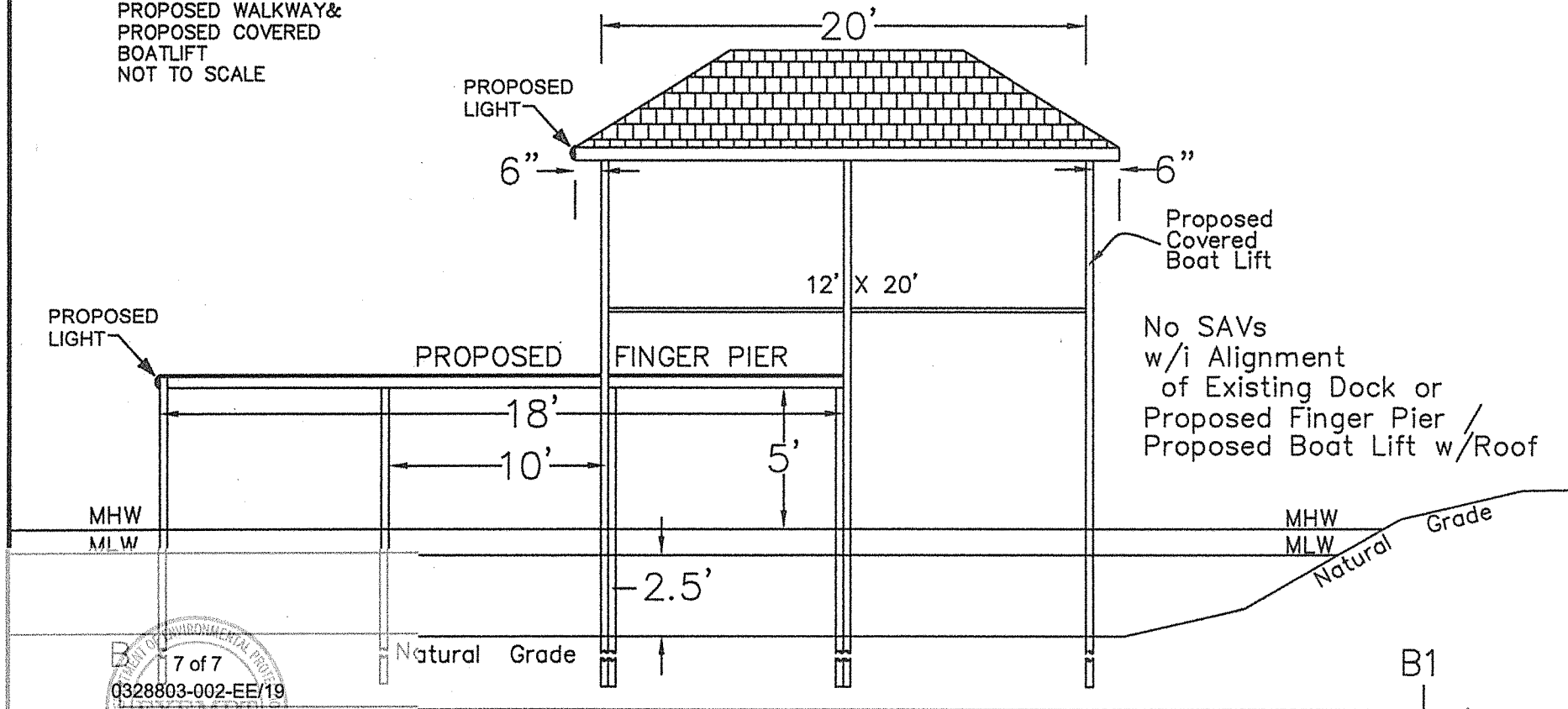
SHEET: 4A/4

SECTION: 29 TWSHP: 9 South

RNG: 6 West



CROSS SECTION B-B
PROPOSED WALKWAY &
PROPOSED COVERED
BOATLIFT
NOT TO SCALE





J.

FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

November 21, 2019

James Slack
272 Vickers Dr.
Decatur, GA 30030
jdavidslack@gmail.com

File No.: 0328803-002-EE/19, Franklin County

Dear Mr. Slack:

On November 15, 2019, we received your request for verification of exemption to perform the following activities:

To construct a finger pier and a covered boatlift onto an existing dock totaling 396 sq. ft. after construction within a man-made canal adjacent to Apalachicola Bay, Class II Florida Waters, Approved Shellfish Harvesting Area. The project is located at 363 Cook St., Eastpoint, Florida 32328, Parcel No. 2909S06731500760040, in Section 29, Township 09 South, Range 06 West in Franklin County; 29°39'19" North Latitude, 84°53'27" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal review portion of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activities as proposed are exempt, under Rule 62-330.051(5)(c), Florida Administrative Code (F.A.C.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review –Not Required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapters 253 or 258, F.S. or Chapters 18-20 or 18-21, F.A.C.

3. Federal Review – SPGP Not Approved

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

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This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

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A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules

28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Jacob Hullett at the letterhead address, at (850)595-0638, or at Jacob.Hullett@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jacob Hullett
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.051(5)(c), F.A.C. and 403.813(1)(i), F.S., 1 page
2. Project Drawings, 7 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Mary Ann Wasmund, Agent, Garlick Environmental Associates, maryann@garlickenv.com
Dan Garlick, Agent, Garlick Environmental Associates, dan@garlickenv.com
Franklin County, rnalley@cityofapalachicola.com, administrator@mycarrabelle.com,
cityclerk@mycarrabelle.com, amyh@fairpoint.net, michael@franklincountyflorida.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

November 21, 2019
Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.

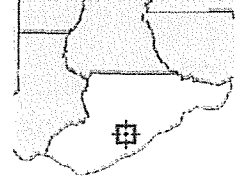
403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways where such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.



Overview



Legend

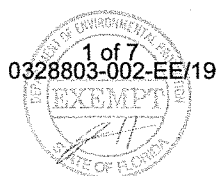
- Parcels
- Roads
- City Labels

Parcel ID	29-095-06W-7315-0076-0040	Alternate ID	06W09529731500760040	Owner Address	SLACK JAMES DAVID &
Sec/Twp/Rng	29-9S-6W	Class	SINGLE FAM		GROGAN ANDREE M
Property Address	363 COOK ST ST	Acreage	n/a		272 VICKERS DRIVE
					DECATUR, GA 30030

District 1
 Brief Tax Description UNIT 5 BL 76 LOT 4
 (Note: Not to be used on legal documents)

Date created: 11/14/2019
 Last Data Uploaded: 11/14/2019 7:40:57 AM

Developed by  Schneider
 GEOSPATIAL



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack

WATERBODY/CLASS: Manmade Canal

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: St George Island / Franklin County

LATITUDE: 29° 39' 19.90"

LONGITUDE: 84° 53' 29.27"

SECTION: 29 TWSHP: 9 South

RNG: 6 West

JOB: 19-116

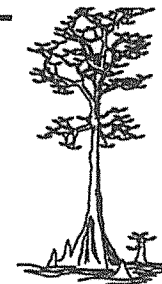
DEP:

COE:

OTHER:

DATE: November 13, 2019

SHEET: 1/4



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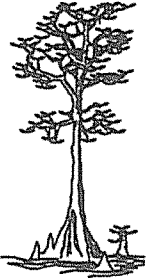
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SHEET: 1/4

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WATERBODY/CLASS: Manmade Canal
PURPOSE: Environmental Permitting

JOB: 19-116
DEP:
COE:
OTHER: Rev. 11-18-19
DATE: November 13, 2019
SHEET: 3a/4

PROJECT LOCATION / USGS: St George Island / Franklin County

LATITUDE: 29° 39' 19.90"

LONGITUDE: 84° 53' 29.27"

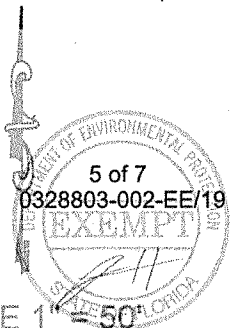
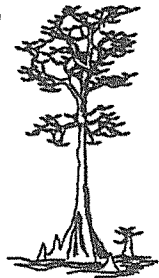
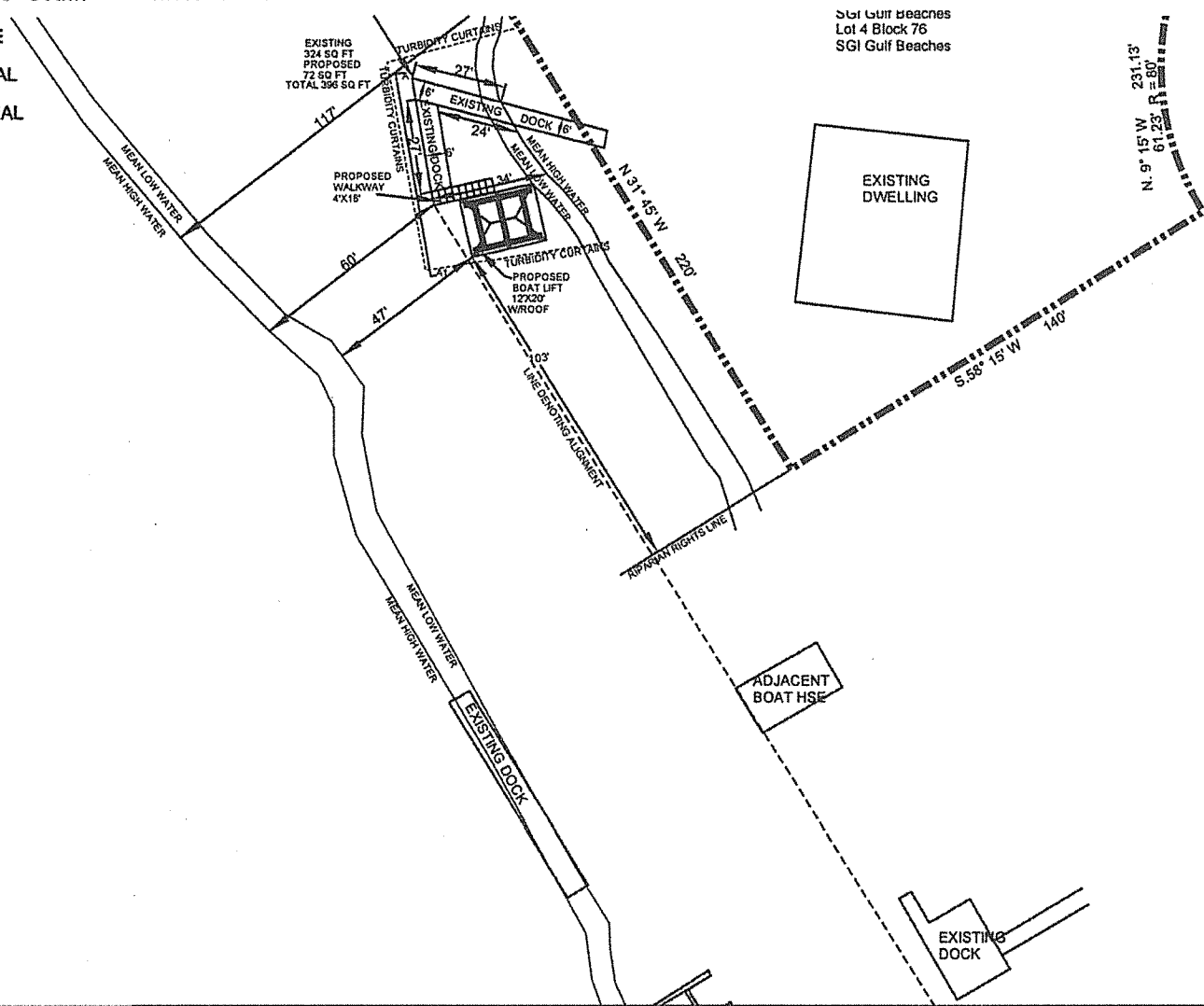
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SCALE 1" = 50'

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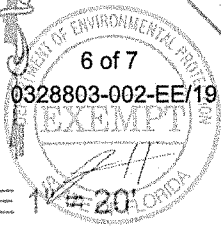
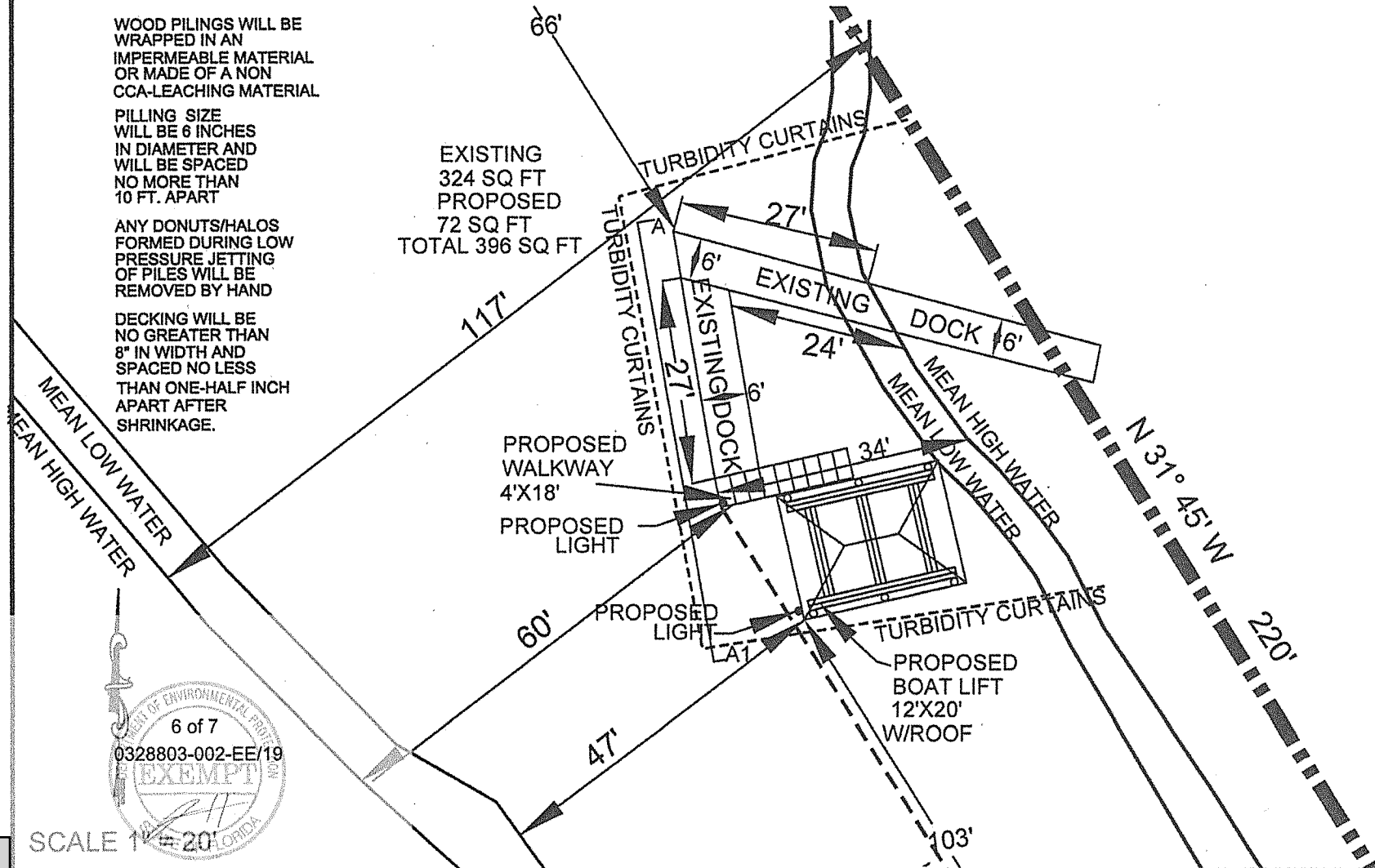
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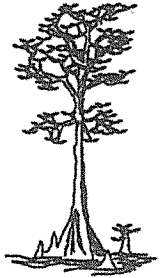
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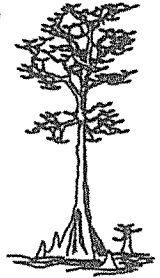
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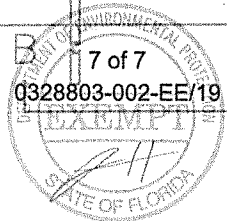
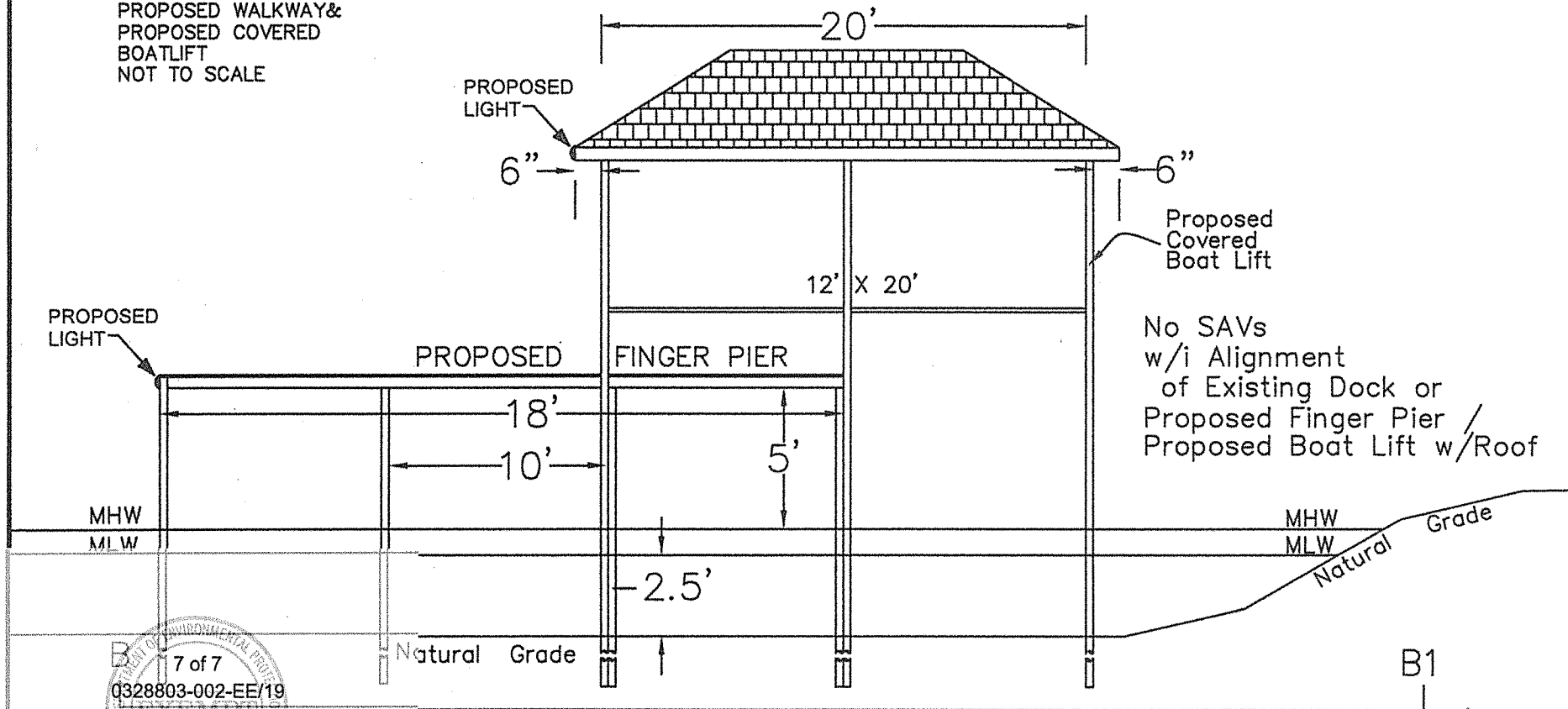
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J.
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Environmental Protection**

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- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department’s action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Jacob Hullett at the letterhead address, at (850)595-0638, or at Jacob.Hullett@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Jacob Hullett
Environmental Specialist
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.051(5)(c), F.A.C. and 403.813(1)(i), F.S., 1 page
2. Project Drawings, 7 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Mary Ann Wasmund, Agent, Garlick Environmental Associates, maryann@garlickenv.com
Dan Garlick, Agent, Garlick Environmental Associates, dan@garlickenv.com
Franklin County, rnalley@cityofapalachicola.com, administrator@mycarrabelle.com,
cityclerk@mycarrabelle.com, amyh@fairpoint.net, michael@franklincountyflorida.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

November 21, 2019

Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways where such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	29-095-06W-7315-0076-0040	Alternate ID	06W09S29731500760040	Owner Address	SLACK JAMES DAVID & GROGAN ANDREE M 272 VICKERS DRIVE DECATUR, GA 30030
Sec/Twp/Rng	29-95-6W	Class	SINGLE FAM		
Property Address	363 COOK ST	Acreage	n/a		

District 1
Brief Tax Description UNIT 5 BL 76 LOT 4
 (Note: Not to be used on legal documents)

Date created: 11/14/2019
 Last Data Uploaded: 11/14/2019 7:40:57 AM

Developed by  **Schneider**
 GEOSPATIAL



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8895

FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack

JOB: 19-116

WATERBODY/CLASS: Manmade Canal

DEP:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: St George Island / Franklin County

OTHER:

LATITUDE: 29° 39' 19.90"

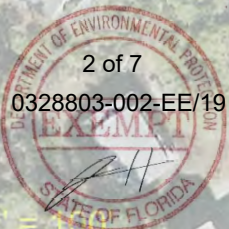
DATE: November 13, 2019

LONGITUDE: 84° 53' 29.27"

SHEET: 1/4

SECTION: 29 TWSHP: 9 South

RNG: 6 West



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenv.com

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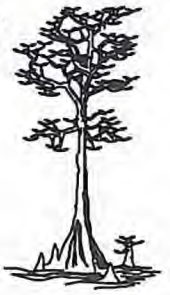
SHEET: 1/4

SECTION: 29 TWSHP: 9 South

RNG: 6 West



3 of 7
0328803-002-EE/19
EXEMPT
STATE OF FLORIDA



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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LONGITUDE: 84° 53' 29.27"

SECTION: 29 TWSHP: 9 South

RNG: 6 West

JOB: 19-116

DEP:

COE:

OTHER: Rev. 11-18-19

DATE: November 13, 2019

SHEET: 2/4



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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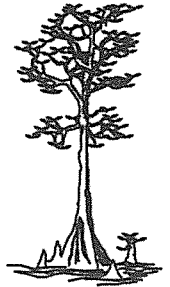
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COE:

OTHER: Rev. 11-18-19

DATE: November 13, 2019

SHEET: 3a/4



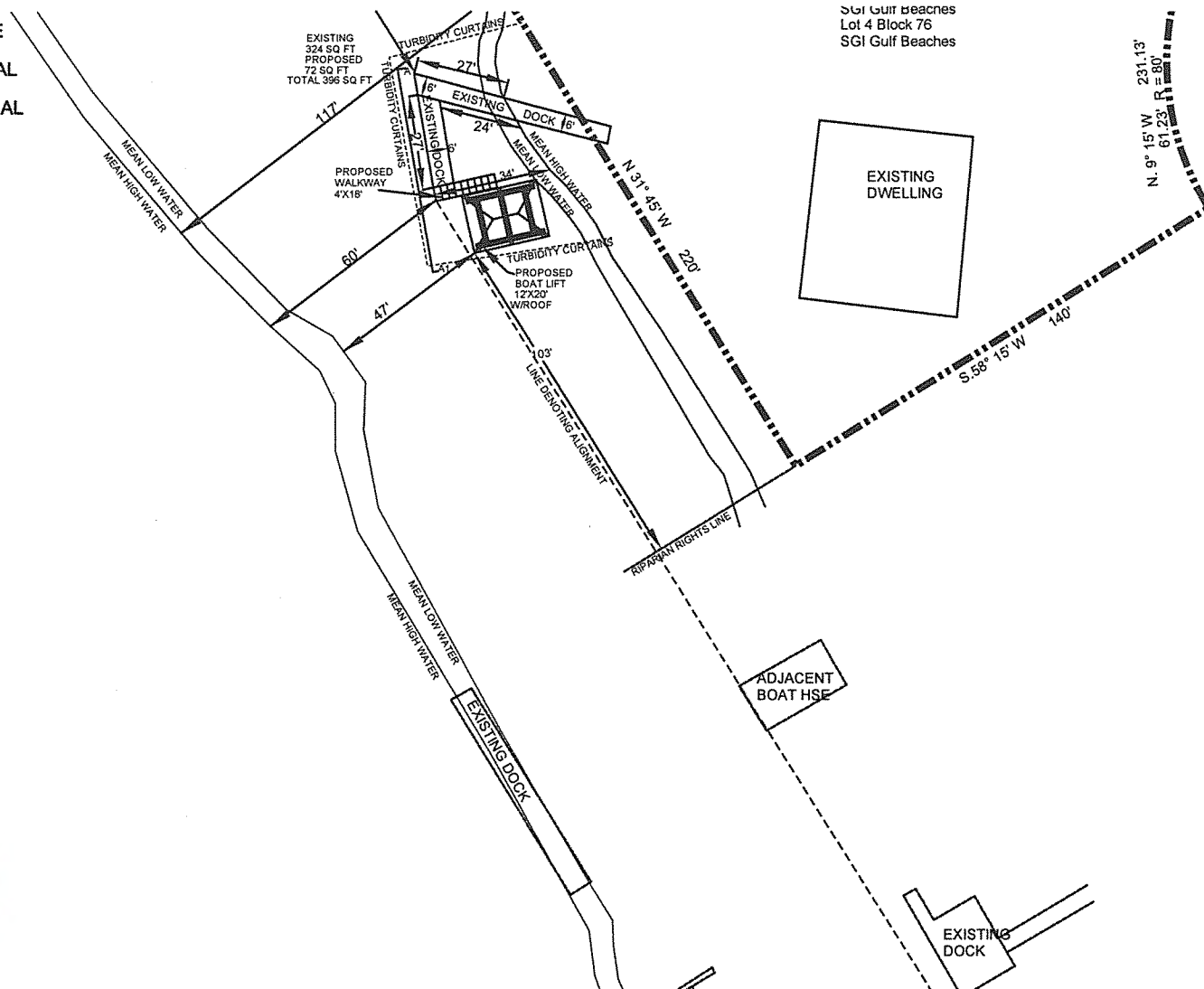
SECTION: 29 TWSHP: 9 South RNG: 6 West

WOOD PILINGS WILL BE WRAPPED IN AN IMPERMEABLE MATERIAL OR MADE OF A NON CCA-LEACHING MATERIAL

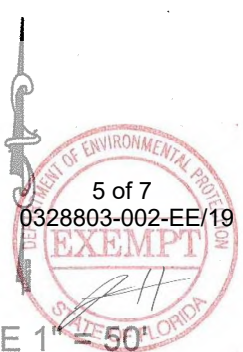
PILING SIZE WILL BE 6 INCHES IN DIAMETER AND WILL BE SPACED NO MORE THAN 10 FT. APART

ANY DONUTS/HALOS FORMED DURING LOW PRESSURE JETTING OF PILES WILL BE REMOVED BY HAND

DECKING WILL BE NO GREATER THAN 8" IN WIDTH AND SPACED NO LESS THAN ONE-HALF INCH APART AFTER SHRINKAGE.



S/GI Gulf Beaches
Lot 4 Block 76
S/GI Gulf Beaches



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(850) 653-8899

FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James Slack
 WATERBODY/CLASS: Manmade Canal
 PURPOSE: Environmental Permitting

JOB: 19-116
 DEP:
 COE:
 OTHER: Rev. 11-18-19
 DATE: November 13, 2019
 SHEET: 3/4

PROJECT LOCATION / USGS: St George Island / Franklin County
 LATITUDE: 29° 39' 19.90"
 LONGITUDE: 84° 53' 29.27"

SECTION: 29 TOWNSHIP: 9 South RNG: 6 West

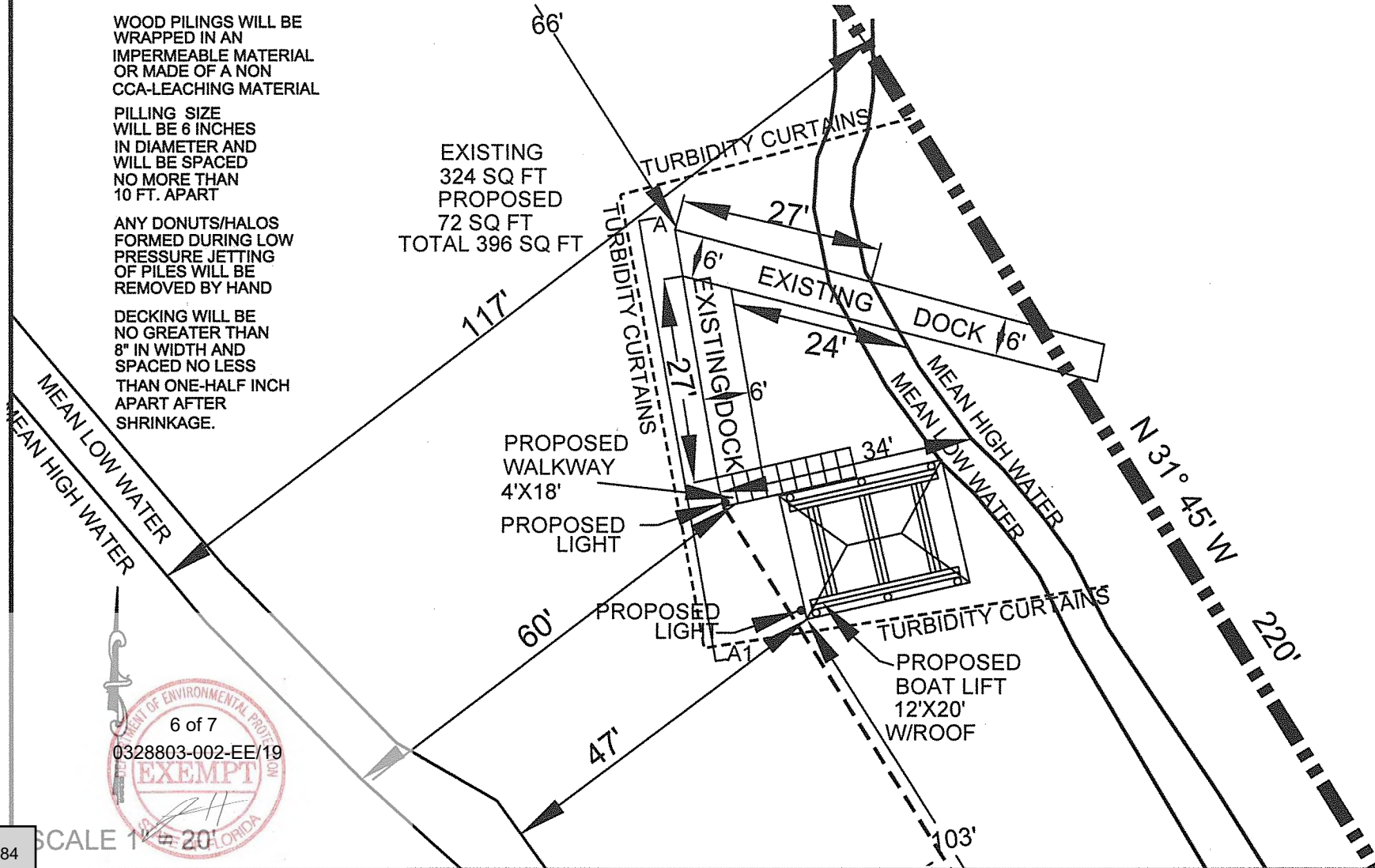
WOOD PILINGS WILL BE WRAPPED IN AN IMPERMEABLE MATERIAL OR MADE OF A NON CCA-LEACHING MATERIAL

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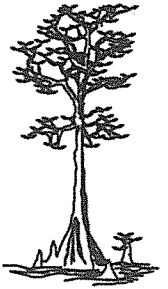
ANY DONUTS/HALOS FORMED DURING LOW PRESSURE JETTING OF PILES WILL BE REMOVED BY HAND

DECKING WILL BE NO GREATER THAN 8" IN WIDTH AND SPACED NO LESS THAN ONE-HALF INCH APART AFTER SHRINKAGE.

EXISTING 324 SQ FT
 PROPOSED 72 SQ FT
 TOTAL 396 SQ FT



SCALE 1" = 20'



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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(850) 653-8899

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garlick@garlickenv.com

LB No. 7415

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SECTION: 29 TOWNSHIP: 9 South

RNG: 6 West

JOB: 19-116

DEP:

COE:

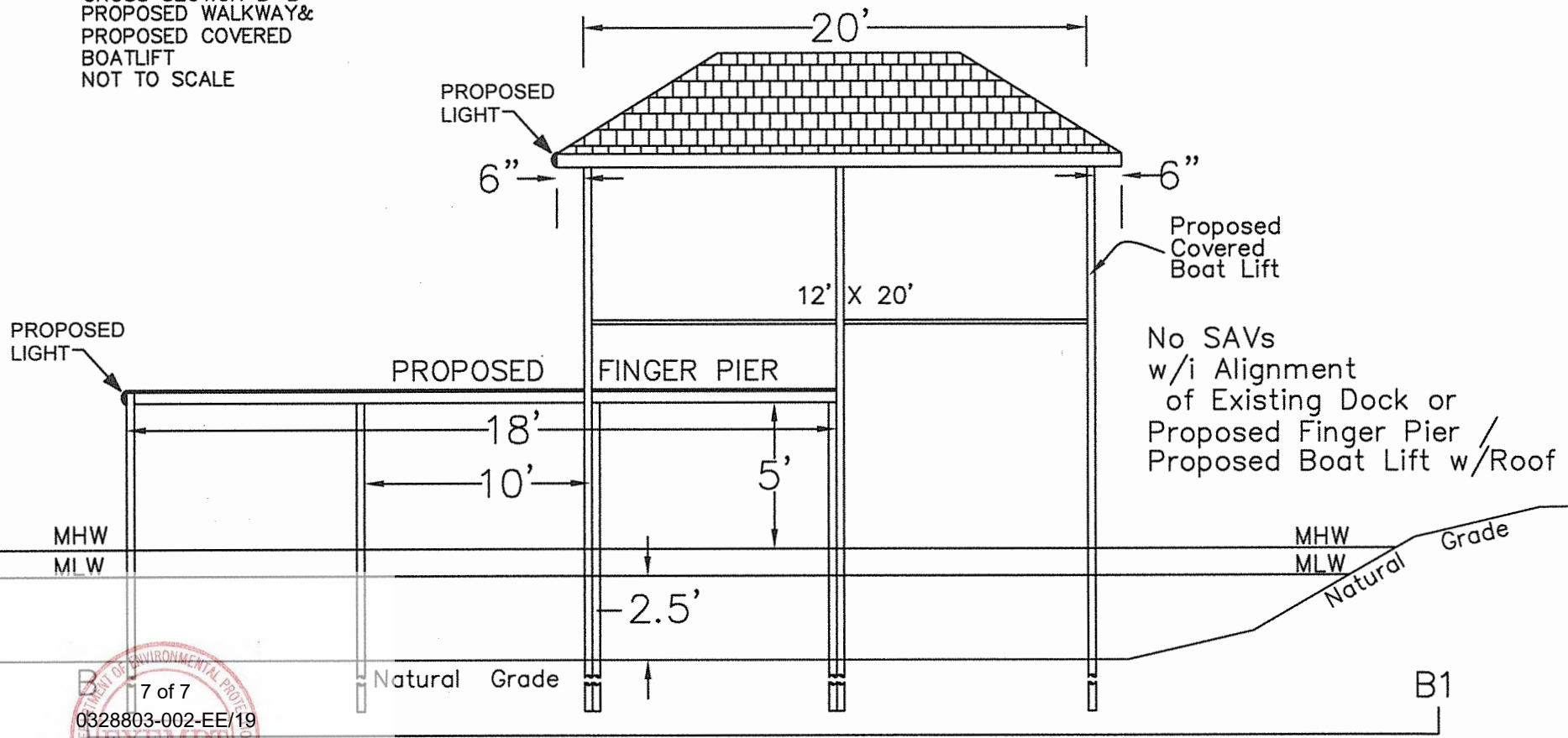
OTHER: Rev. 11-18-19

DATE: November 13, 2019

SHEET: 4A/4



CROSS SECTION B-B
PROPOSED WALKWAY &
PROPOSED COVERED
BOATLIFT
NOT TO SCALE



K.

File Attachments for Item:

K. Consideration of a request to construct a 6'x20' Floating Dock with a 3'x16' Wood Ramp, a 4'x30' Catwalk, a 16'x32' Boatlift and Cover, a reapiir of an existing 6'x10' Dock, and replacement of an existing 8'x24' Terminus on property located at 546 River Road, Carrabelle, Franklin County, Florida. Applicant would be contingent upon State and Federal permits. Request submitted by Larry Joe Coson, Agent for William & Anita Shuey, Applicants. **P&Z Board Recommended Approval Contingent Upon State & Federal Permits.**

BOARD ACTION: Approve, Table, or Deny



K

APPLICATION FOR DEVELOPMENT
FRANKLIN COUNTY BUILDING DEPARTMENT
 34 Forbes Street, Suite 1, Apalachicola, Florida 32320
 Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____
 FEE: \$ _____
 RADON: \$ _____
 FLOOD: \$ _____
 C.S.I.: \$ _____
 TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
 VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
 ISSUANCE DATE: _____ EXPIRES: _____

- New Constuction
- Commercial
- Residential
- Substantial Improvement
- Less than Substantial

APPLICATION MUST BE COMPLETE:

Property Owner/s: Shuey as Trustee, William E. + Anita C. Shuey
 Contact Information: Home #: NA Cell #: NA *Personal - Not Public*
 Mailing Address: 6523 Pisgah Church Rd City/State/Zip: Tallahassee, FL 32309
 EMAIL Address: NA - Not Public @ _____

Contractor Name: Larry Joe Colson Inc Business Name: Larry Joe Colson, Inc, All Quality Docks
 Contact Information: Office #: 850-247-9682 Cell #: 850-653-7633
 State License #: NA County Registration #: _____
 Mailing Address: 387 Nully 98 City/State/Zip: Eastpoint, FL 32328
 EMAIL Address: Larryjcolsoninc @ yahoo.com

PROPERTY DESCRIPTION: 911 Address: 546 River Rd., Carrabelle FL 32322
 Lot/s: NA Block: NA Subdivision: NA Unit: _____
 Parcel Identification #: 18-75-4W

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

DESCRIPTION OF DEVELOPMENT: (New Floating Dock - 6-30') Existing Dock Hurricane Damaged. Tear Out. Replace
 ZONING DISTRICT: _____ CONTRACT COST: \$ 40,000.00 *Existing 4x30 Side Walkway, 6x10 W.W. 504 Terminals*
Existing Piping Needs repaired

HEATED SQ FT: _____ UN-HEATED SQ FT: _____ TOTAL SQUARE FOOT: _____
 ROOF MATERIAL: _____ FOUNDATION TYPE: _____ LOT DEMENSION: _____

SEPTIC TANK PERMIT # _____ OR SEWER DISTRICT: _____
 WATER DISTRICT: _____ OR PRIVATE WELL: _____

WATER BODY: _____
 CRITICAL SHORELINE DISTRICT: YES OR NO _____ CRITICAL HABITAT ZONE: YES OR NO _____

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ FIRM ZONE/S: _____
 ELEVATION REQUIREMENTS AS PER SURVEY: _____

- Requires V-Zone Certification Requires Elevation Certificates Requires Smart Vents Requires Breakaway Walls

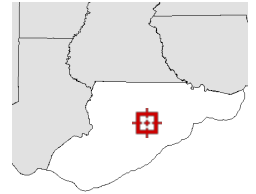
BUILDING OFFICIAL _____ DATE _____ FLOODPLAIN ADMIN. _____ DATE _____
 OWNER/CONTRACTOR 3/20/21 Larry Joe Colson DATE _____



K.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	18-07S-04W-0000-0034-0000	Alternate ID	04W07S18000000340000	Owner Address	SHUEY WILLIAM ELDON & ANITA C
Sec/Twp/Rng	18-7S-4W	Class	SINGLE FAM		AS TRUSTEES
Property Address	546 RIVER RD	Acreage	0.528		6523 PISGAH CHURCH RD
					TALLAHASSEE, FL 32309

District 1
Brief Tax Description 0.50 AC OR/134/137
 (Note: Not to be used on legal documents)

Date created: 5/24/2021
 Last Data Uploaded: 5/24/2021 7:47:02 AM

Developed by 

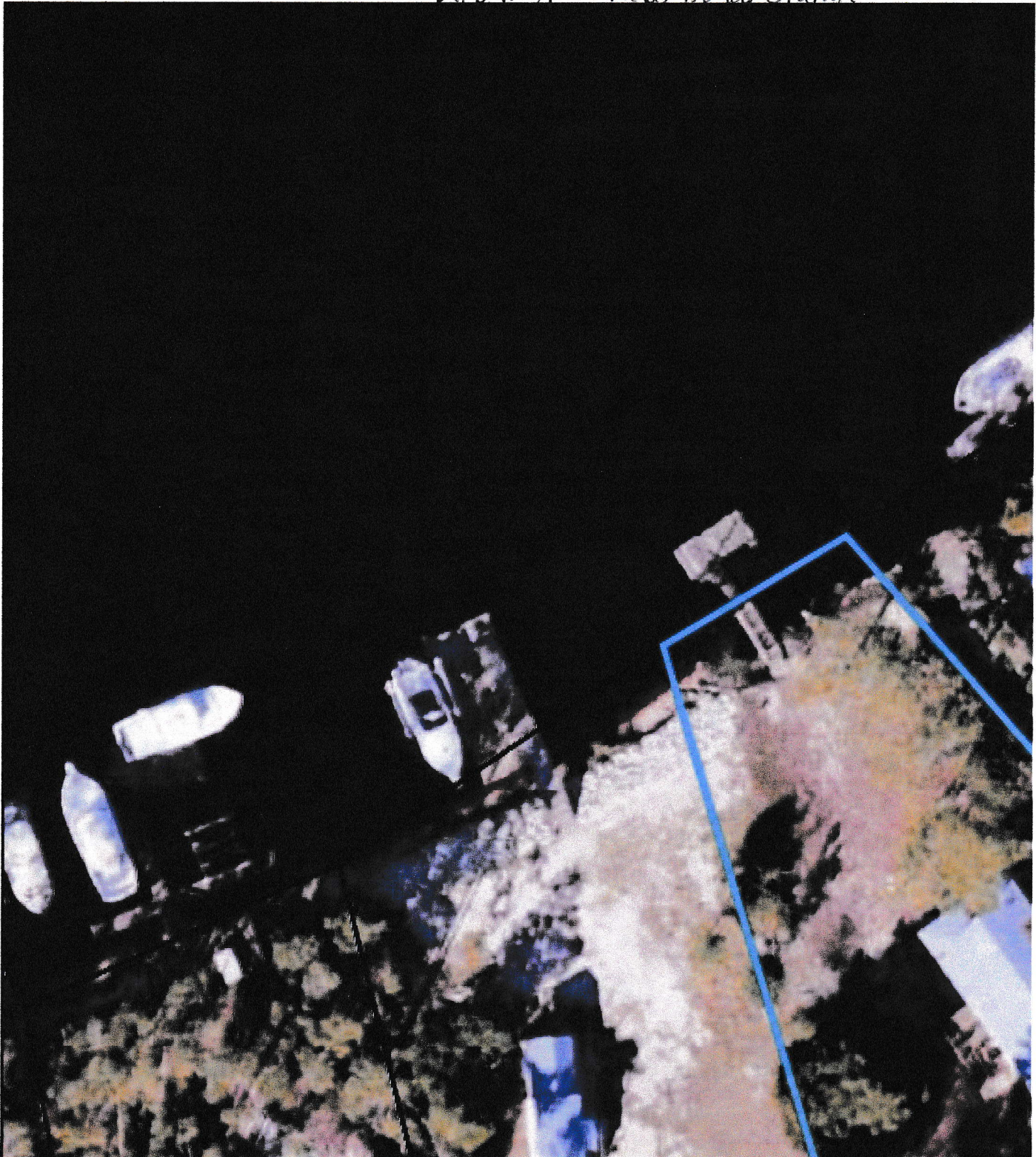
William E. + Anita C. Shuey (as Trustee)
546 River Rd. K
Carrabelle FL 32322



qPublic.netTM

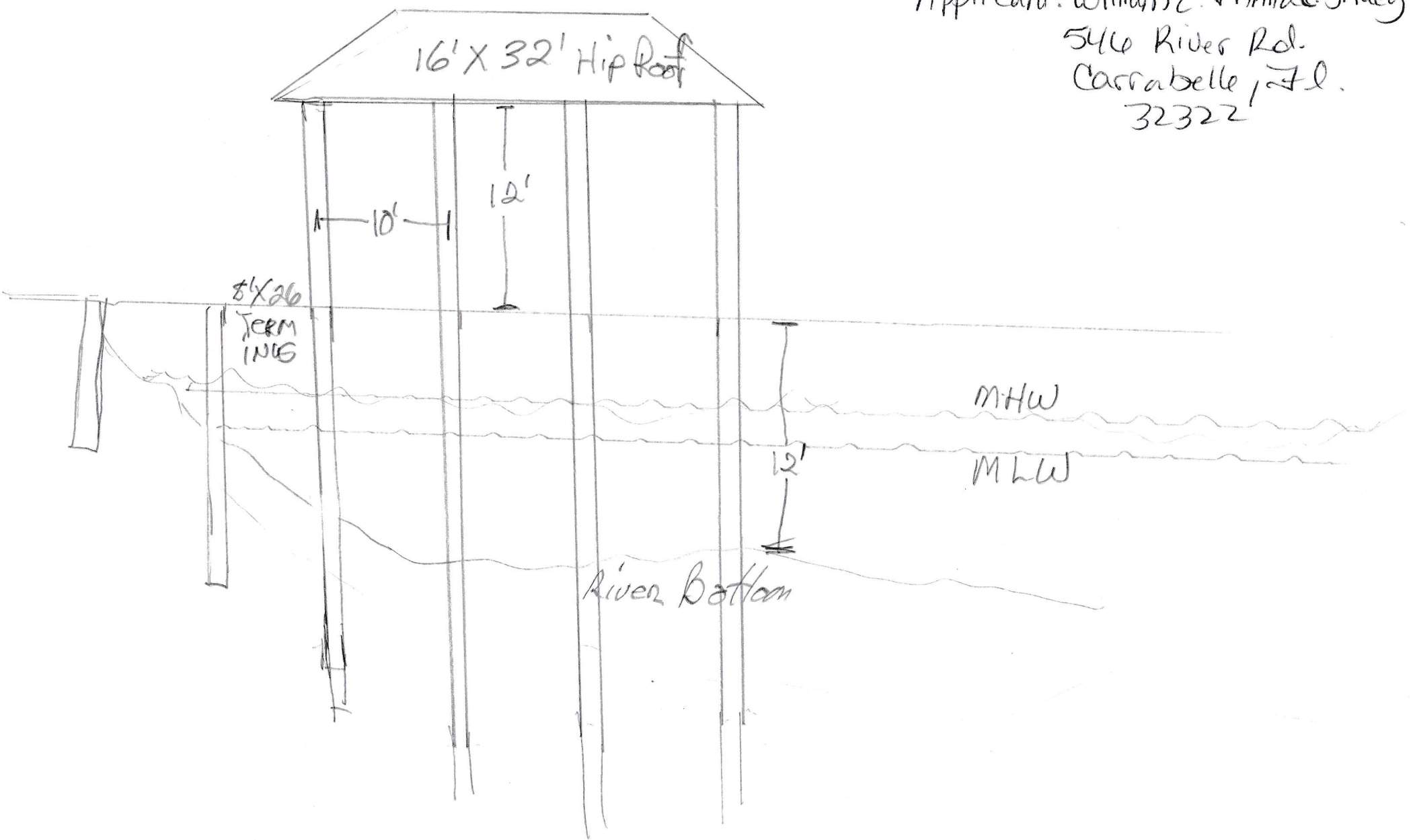
Franklin Cou

Existing Fixed + Floating Dock - Hurricane Damage
Buoys Needs Added Granite Replace



"Sideview Drawings" Proposed Covered K Boat Lift

Applicant: William E. & Anita C. Shuey
546 River Rd.
Carrabelle, FL.
32322



L.

File Attachments for Item:

L. Consideration of a request to modify an existing dock by adding a 12' x 33' Covered Boat Lift on property located at 2218 Highway 98 East, Lanark Beach, Franklin County, Florida. Applicant has exemption from State and Federal Permits. Request submitted by Todd Barlow, Applicant. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny

MAY 20 2021



DOCK PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT
 34 Forbes Street, Suite 1, Apalachicola, Florida 32320
 Phone: 850-653-9783 Fax: 850-653-9799

BY: PERMIT# _____

FEE: \$ _____

C.S.I : \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
 VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
 ISSUANCE DATE: _____ EXPIRES: _____

EXISTING HOUSE: Yes No

DEP PERMIT: Yes No

ARMY COE PERMIT: Yes No

APPROVED: Yes No

APPLICATION MUST BE COMPLETE:

Property Owner/s: Richard Todd Barlow

Contact Information: Home #: _____ Cell #: 478-955-9693

Mailing Address: 5727 Trowbridge Lane City/State/Zip: Macon Ga 31210

EMAIL Address: Todd@barlow4029@yahoo.com @ _____

Contractor Name: David Keith Business Name: Docks For Less

Contact Information: Office #: _____ Cell #: 850-508-0469

State License #: 550867134 County Registration #: _____

Mailing Address: _____ City/State/Zip: _____

EMAIL Address: David Keith 62 @ Acl.com

PROPERTY DESCRIPTION: 911 Address: 2218 Hwy 98 East

Lot/s: 1 Block: w Subdivision: _____ Unit: _____

Parcel Identification #: 14-075-04W-3131-000W-0010

JURISDICTION: Franklin County City of Carrabelle

Apalachicola Eastpoint St. George Island Carrabelle Dog Island Lanark/ St. James St. Teresa Alligator Point

SINGLE FAMILY DOCK/PIER **MULTI-FAMILY DOCK/PIER** **COMMERCIAL**

DESCRIPTION: Adding a covered boat lift to existing dock

ZONING DISTRICT: _____ CONTRACT COST: 24,800

TOTAL SQUARE FOOT: 396 FOUNDATION TYPE: _____

ROOF MATERIAL: metal

APPROVED BY: **Planning & Zoning Date:** _____ **County Commissioners Date:** _____

WATER BODY: _____

CRITICAL SHORELINE DISTRICT YES OR NO CRITICAL HABITAT ZONE YES OR NO

BUILDING OFFICIAL Date 5-15-21 Richard T. Barlow **OWNER (Required)** Date 5-15-2021 David Keith **CONTRACTOR (Required)** Date



**DOCK SITE PLAN, CONSTRUCTION
AND LIGHTING AFFIDAVIT**

FRANKLIN COUNTY BUILDING DEPARTMENT
 34 Forbes Street, Suite 1, Apalachicola, Florida 32320
 Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT
 # _____
ORDINANCE
No. 2004-17
Dock Ordinance

DOCK CONSTRUCTION STANDARDS & LIGHTING AFFIDAVIT

APPLICATION MUST BE COMPLETE: (We will no longer accept incomplete applications)

Property Owner/s: Richard Todd Barlow
 Contact Information: Home #: _____ Cell #: 478-955-9693
 Mailing Address: 5727 Trankbridge Lane City/State/Zip: Macon GA 31210
 EMAIL Address: ToddBarlow402@yahoo.com

PROPERTY DESCRIPTION: 911 Address: 2218 Hwy 18 East
 Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
 Parcel Identification #: 14-075-04W-3131-000W-0010

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

SITE PLAN & CONSTRUCTION STANDARDS:

- I understand that applications for dock or piers must contain a survey prepared by a professional surveyor which indicates riparian rights, unless the dock is built at least 25 feet from existing property lines. INITIAL: RTB
- I understand that Docks built on canals are permitted to be no larger than 25% of the width of the canal including the boat mooring site. INITIAL: RTB
- I understand that the lot must be large enough to accommodate a single-family dwelling; or be a lot separated from the single family dwelling by a right-of-way and owned by the same owner; or the lot may be eligible for a hardship variance from the Board of Adjustment. INITIAL: RTB
- I understand that no dry dock facilities, gasoline or fuel pumps are allowed on a residential lot other than boat lifts connected to a dock. INITIAL: RTB
- I understand that boat ramps may be allowed so long as the property contains adequate size for the parking of trailers on the property. No commercial boat docking or launching allowed. INITIAL: RTB
- I understand that no parking of vehicles is allowed within the Critical Habitat Zone, which is the first 50 feet from mean high water. INITIAL: RTB
- I understand that the lot must be kept in natural vegetation within the Critical Habitat Zone. INITIAL: RTB
- I understand that I must comply with the permitting requirements for all other governmental agencies having jurisdiction over the project. (Evidence of an exemption from such compliance must be furnished by the homeowner before approval can be granted. INITIAL: RTB
- I understand that the dock must be elevated a minimum of five (5) feet above mean high water, except that the terminal platform may be lower at the owner's discretion. This requirement shall not apply to docks running parallel to the shoreline provided they extend no further than 25 feet from the edge of the water. (*This will allow pedestrians to cross under the dock at the water's edge) INITIAL: RTB

L.

- I understand that the dock must be constructed on pilings set a minimum of eight (8) feet apart center to center. INITIAL: RTB
- I understand that no dusk to dawn lights. Must be able to switch off or on by motion detector, or be activated by a 3-way switch. INITIAL: RTB
- I understand that lights limited to one on the terminal platform and one on the landward end of the dock or pier, and one every 100 feet between the terminal platform and the landward end of the dock, except where a hardship exists. INITIAL: RTB
- I understand that all lights must be downward directed and have adequate shielding to prevent light trespass and minimize light pollution from light scatter. INITIAL: RTB
- I understand the type and location of fixtures must be included on a diagram of dock or pier and submitted with permit application. INITIAL: RTB
- I understand that the dock must have amber colored night time reflectors set at a minimum of one at each side in the middle and one at each side of the terminal. INITIAL: RTB

I have read and understood that construction and lighting standards of the Franklin County Dock Ordinance No. 2004-17 and will practice these standards.

Richard T. Barlow 5-15-21
 Contractor/Owner Signature: Date

Richard T. Barlow 5-15-21
 Contractor/Owner Printed Name:

**State of Florida
 County of Franklin**

I, Richard T Barlow, who is personally known or provided the following identification _____, on this day 5 of 15, 2021 understand that I have read and understood the above statement and will comply or the Final Certificate of Occupancy will be held up until the above has been documented.

NOTARY: Elena A. Vargu

SEAL:

Elena A. Vargu
 Printed Name



NOTICE OF COMMENCEMENT

L.

Space Reserved For Recording:

PERMIT # _____ PARCEL ID # 121-075-64W-3131-000W-000

STATE OF FLORIDA, COUNTY OF FRANKLIN

The **UNDERSIGNED** hereby gives notice that improvements will be made to certain real property, in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

LEGAL DESCRIPTION OF PROPERTY: (Include Street Address)

2218 Hwy 98 East

General Description of Improvements: 12' x 33' ^{12"} _{12"} existing dock

Owner Information or Lessee Information Contracted For The Improvements:

Name: _____ Phone Number: _____

Address: _____

Owner's Interest In Site Of The Improvement: _____

Name & Address Of Fee Simple Titleholder: _____

If Different From Owner Listed Above): _____

Contractor's Name: David Keith Phone Number: 850-508-0469

Address: 270 Baywood Dr. Carrabelle Fl. 32322

Surety: (If Applicable, A Copy Of The Payment Bond Is Attached): _____

Name & Address: _____ Amount: \$ _____

Lender Name: _____ Phone Number: _____

Address: _____

PERSONS WITH IN THE STATE OF FLORIDA DESIGNATED BY THE OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED FOR BY FLORIDA STATUTE 713.13(1) (A) 7.

NAME: _____

ADDRESS: _____

IN ADDITION TO HIMSELF OR HERSELF, OWNER DESIGNATES THE FOLLOWING PERSON(S) TO RECEIVE A COPY OF THE LEINOR'S NOTICE AS PROVIDED IN SECTION 713.13 (1)(B) FLORIDA STATUTES:

EXPIRATION DATE OF NOTICE OF COMMENCEMENT (THE EXPIRATION DATE IS ONE (1) YEAR FROM THE DAT OF RECORDING UNLESS A DIFFERENT DATE IS SPECIFIED.) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOBSITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

NOTARY SEAL:

Owner/Agent Signature: Richard T. Barlow

Printed Name: Richard T. Barlow

Sworn to me this 15 day of May In the year of 20 21

Notary Signature: Elena A. Vargu

Printed Name: Elena A. Vargu

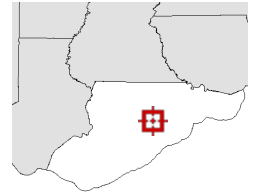




L.



Overview



Legend

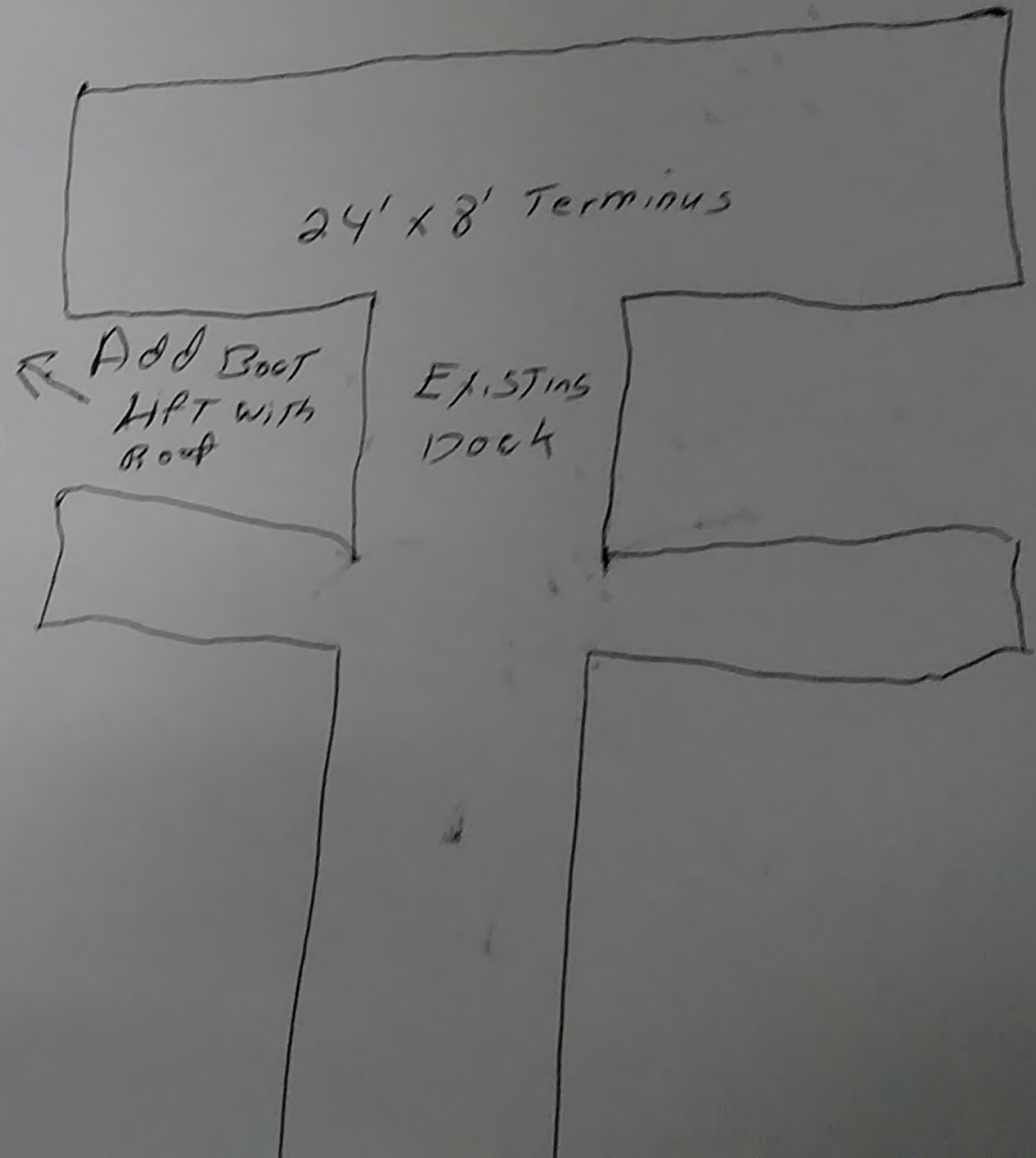
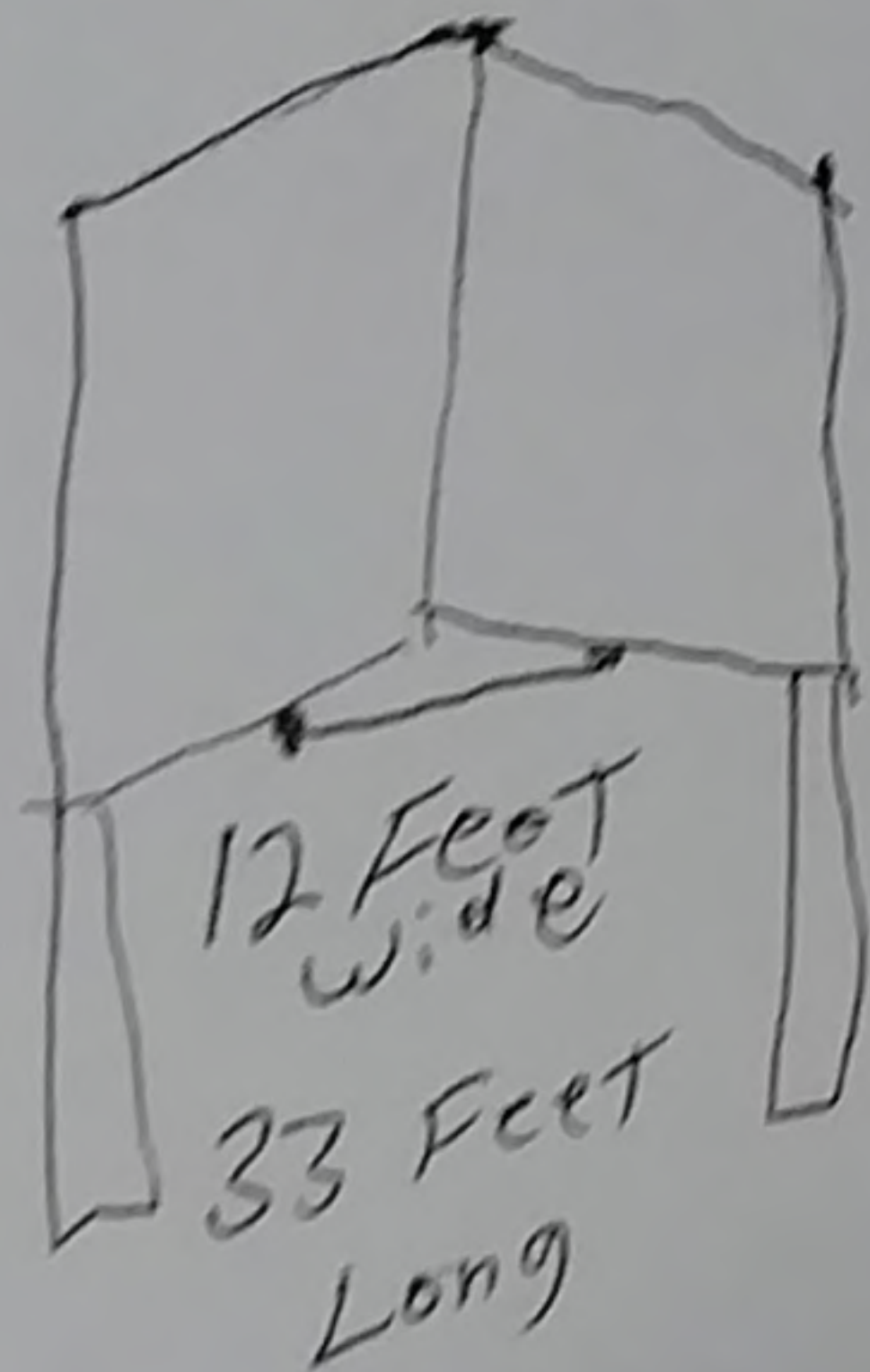
-  Parcels
-  Roads
-  City Labels

Parcel ID	14-07S-04W-3131-000W-0010	Alternate ID	04W07S143131000W0010	Owner Address	BARLOW TODD
Sec/Twp/Rng	14-7S-4W	Class	VACANT		5727 TROWBRIDGE LANE
Property Address	2218 HWY 98 EAST	Acreeage	n/a		MACON, GA 31210
	LANARK BEACH				
District	6				
Brief Tax Description	UNIT 1 LANARK BEACH				

(Note: Not to be used on legal documents)

Date created: 5/25/2021
 Last Data Uploaded: 5/25/2021 7:40:37 AM

Developed by 







FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

CONDITIONS FOR DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY RESIDENCE

Self Certification File No.: 0402491001EE

Verification that the project meets the Project Design Criteria:

You have verified that the project meets the Project Design Criteria (attached in a separate document), and have authorized FDEP to send a copy of this verification to the Corps on your behalf.

General Conditions:

- 1. The time limit for completing the work authorized on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

- 1. Limits of this authorization:
a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
b. This permit does not grant any property rights or exclusive privileges.
c. This permit does not authorize any injury to the property or rights of others.
d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any

liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Manatee Conditions:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

4. All on-site project personnel are responsible for L. serving water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at **ImperiledSpecies@myFWC.com**.
6. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

TERMS AND CONDITIONS

Self Certification File No.: 0402491001EE

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with Section 403.813(1)(b), F.S. The dock to be constructed:

- 1. Has 1,000 square feet or less over water surface...
2. Is constructed on or held in place by pilings...
3. Will not substantially impede the flow of water...
4. Is used ONLY for recreational, noncommercial activities...
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement...

Boat lifts are subject to the following additional conditions:

- 1. Is to be installed in a proposed slip or, at or adjacent to the waterward end of the dock;
2. With other mooring will not result in the mooring of more than two vessels...
3. Will not substantially impede the flow of water...
4. Will not be located in areas prohibited for mooring...

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under Chapters 253, F.S. or 258, F.S.

- 1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation...
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged

lands or water column, nor does it constitute a L. condition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/state-owned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times

while in the immediate area and while in water ^{L.} where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for 'Idle Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019

(Update December 17, 2018)

Project Design Criteria (PDCs) Applicable To Self Certified Projects
STATE PROGRAMMATIC GENERAL PERMIT
(SPGP V-R1)
STATE OF FLORIDA

Background. On one the Florida Department of Environmental Protection (FDEP) Self-Certification web pages for “Exempt Single Family Dock (Self Certification)”, the Permittee/Agent answers either “yes” or “no” to the statement ““I certify the Project design and construction will meet the “Project Design Criteria (PDCs) Applicable To Self-Certified Projects” and authorize the FDEP to transmit this to the Corps on my behalf.”

Explanation. Below are the excerpts from the SPGP V-R1 Permit where the PDCs relevant to the Self Certification were transcribed from the National Marine Fisheries Service’s (NMFS) Jacksonville District’s Programmatic Biological Opinion (JAXBO) dated November 20, 2017.

(Excerpts begin here)

* * *

Procedure:

* * *

4. Self-Certification. The FDEP may authorize certain single-family docks and boatlifts under this SPGP V-R1 through their online, electronic self-certification process, if all of the following requirements are implemented:

a.Limitations:

* * *

(5) Project cannot be the following (Reference: JAXBO Section 2.3, page238):

(i) On an unbridged, undeveloped coastal island or undeveloped coastal island segment or undeveloped coastal barrier island;

PDCs Applicable To Self Certified Projects

- (ii) On sandy beaches fronting the Gulf of Mexico or Atlantic coast shoreline, exclusive of bays, inlets, rivers, bayous, creeks, passes, and the like;
- (iii) Within 50 feet of the Mean High Water Line (MHWL) at any riparian coastal location fronting the Gulf of Mexico or Atlantic Coast shoreline;
- (iv) Located in the coastal counties of Wakulla, Taylor, Dixie, Levy, Pasco, and Monroe;
- (v) Located in Biscayne Bay Aquatic Preserve;
- (vi) Located in the range of Johnson’s seagrass (the range of Johnson’s seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida);
- (vii) In Federal Special Waters (Biscayne Bay National Park, Blackwater Creek, Faka Union Canal, Garfield Point, Loxahatchee River, Okeechobee Waterway, Rock Springs Run, St. Marys River, Tampa Bypass Canal, Timucuan Preserve, Wekiva River);
- (viii) Located in any of the following restriction or exclusion zones (described by Section 2.1.1 of JAXBO): Smalltooth Sawfish Critical Habitat Limited Exclusion Zone (see Work Authorized paragraph B.1.m below and Attachment 23); Gulf Sturgeon Critical Habitat Migratory Restriction Zones (see Work Authorized paragraph B.1.n below and Attachment 28); Atlantic Sturgeon Critical Habitat Exclusion Zone (see Work Authorized paragraph B.1.o below and Attachment 30); and North Atlantic Right Whales Educational Sign Zones (see Work Authorized paragraph E.2.c. and Attachment 29); and
- (ix) Located in an area with non-ESA listed seagrasses and will result in any impacts or shading to these seagrasses, except for projects that comply with Work Authorized paragraph B.2.d / Special Condition paragraph 8.h.

* * *

Work Authorized:

* * *

B. Red and Green for all types of Projects.

1. Red: The following Projects are not authorized by this SPGP V-R1:

PDCs Applicable To Self Certified Projects

* * *

m. Smalltooth Sawfish Critical Habitat Limited Exclusion Zone. Any project within the areas on the Caloosahatchee River (Lee County) shown on page 25 of JAXBO (Attachment 23) (Reference: JAXBO PDCs AP.4, A1.8.5, A2.12.).

n. Gulf Sturgeon Critical Habitat Migratory Restriction Zone. Any project at the mouths of Gulf sturgeon spawning rivers (Escambia River, Blackwater/Yellow Rivers, Choctawhatchee River, Apalachicola River, and Suwannee River) and narrow inlets (Indian Pass and Government Cut in Apalachicola Bay and Destin Pass in Choctawhatchee Bay) shown on the page 28 of JAXBO (Attachment 28) (Reference: JAXBO PDCs AP.4, A.1.9, A2.11.).

o. Atlantic Sturgeon Critical Habitat Exclusion Zone. The main stem St. Marys River from the confluence of Middle Prong St. Marys and the St. Marys Rivers downstream to its mouth (river kilometer zero) shown in Attachment 30 (the page from the Federal Register) (Reference: JAXBO PDC AP4.).

p. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):

(1) Any installation of metal pipe or metal sheet pile by impact hammer.

(2) Any installation by impact hammer greater than 5 piles/slabs/beams installed per day.

* * *

2. Green: In addition to the other requirements of this SPGP V-R1, a project to be authorized under this SPGP V-R1 must meet the following to be "Green":

a. A Project that is not "Red".

* * *

c. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):

(1) Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).

PDCs Applicable To Self Certified Projects

(2) Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles (however, not authorized is installation of metal pipe or metal sheet pile by impact hammer).

d. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:

(1) A pile supported structure (i) that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties) and (ii) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), will be constructed to the following standards:

(a) Must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* updated November 2017 (Attachment 5).

* * *

(2) For all other Projects (other than (1) above),

* * *

(ii) Outside the range of Johnson's seagrass but within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia County north of Ponce Inlet) and within freshwater tidal waters, the presence of seagrass and tidal freshwater submerged aquatic vegetation will be determined using the "Submerged Aquatic Vegetation Survey Guidelines" (Attachment 7) unless a site visit or aerial photography observes absence during the growing season (if water depth and clarity allows) or aquatic vegetation has not been found in the vicinity in the past.

* * *

(iv) Pile-supported structures, IF aquatic vegetation is present (including seagrass, tidal freshwater submerged aquatic vegetation and emergent vegetation), THEN must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army

PDCs Applicable To Self Certified Projects

Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 (Attachment 5).

* * *

e. Regarding mangroves, the design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):

(1) All projects must be sited and designed to avoid or minimize impacts to mangroves.

(2) Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:

(i) Removal to install up to a 4-ft-wide walkway for a dock.

(ii) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.

(3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

(i) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(ii) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

(4) For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 (Attachment 5) shall apply:

(i) The width of the piling-supported structure is limited to a maximum of 4 feet.

PDCs Applicable To Self Certified Projects

(ii) Mangrove clearing is restricted to the width of the piling-supported structure.

(iii) The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

f. Regarding coral and hard bottom habitat, the design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.14.):

(1) Projects are not authorized that may affect, directly or indirectly, species of coral listed under the Endangered Species Act found from St. Lucie Inlet, Martin County south to the Dry Tortugas.

* * *

(3) Projects are not authorized if non-listed corals are found within the project footprint.

(4) Projects are not authorized if hard bottom habitat is found within the project footprint. Hard bottom is defined in the following ways:

(i) Natural consolidated hard substrate that is suitable to support corals, coral larval settlement, reattachment and recruitment of asexual coral fragments. These areas of hard bottom or dead coral skeleton must be free from fleshy or turf macroalgae cover and sediment cover.

(ii) Nearshore and surf-zone, low-profile hard bottom outcroppings. (e.g., worm-rock reef [sabellariid worm reefs] and eolianite, granodiorite). This habitat can be persistent or ephemeral, cycling through periods of exposure and cover by sand. The range of this hard bottom habitat extends along the southeastern coast of Florida from Cape Canaveral to Miami-Dade County and in the U.S. Caribbean. It is an important developmental habitat for juvenile hawksbill and green sea turtles, which use it for both foraging and refuge.

g. A project must also meet the activity-specific “Red” and “Green” requirements.

* * *

E. Red and Green for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures. The conditions herein are in addition to those in paragraph B above.

1. Red: The following projects are not authorized by this SPGP V-R1:

PDCs Applicable To Self Certified Projects

* * *

c. Municipal or commercial fishing piers (Reference: JAXBO PDC A2.17.).

d. Within *Acropora* critical habitat, if essential features present (table in Attachment 9), new or expanded pile supported structures not allowed (Reference: JAXBO PDC A2.10.).

(1) However, repair/replacement within existing footprint is authorized.

* * *

f. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):

(1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.

(2) No other pile-supported structures are allowed in nearshore reproductive habitat.

2. Green: In addition to the other requirements of this SPGP V-R1, a project must meet the following Special Conditions in order to be “Green”:

a. A Project shall be designed and constructed within the following limits:

(1) This SPGP V-R1 authorizes only the following pile-supported and anchored structures: docks and piers; boatlifts; mooring piles and dolphin piles associated with docks/piers; ATONs and Private Aids to Navigation (PATONs); floating docks; pile-supported chickees (i.e., small, back-country, over-water, pile-supported, primitive camping shelters); boardwalks (as long as they are designed and clearly marked to prohibit fishing and vessel mooring); and other minor pile-supported structures. This does not include structures, such as ferry terminals and large ports, which support large commercial vessels including ferries, tankers, and cargo ships (Reference: JAXBO PDC A2.1.1.).

(2) Pile-supported docks/piers for a single-family residential lot are limited to 4 slips for motorized vessels. This limit is cumulative: existing and proposed/new; wet and dry slips. Slips for non-motorized vessels (e.g., kayak, canoe, and paddleboard) and associated launching areas do not count toward the total slip number (Reference: JAXBO PDC A2.1.2.).

* * *

c. North Atlantic Right Whale. For any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of

PDCs Applicable To Self Certified Projects

North Atlantic right whale critical habitat as measured in a radius from the center of the nearest inlet to open ocean described by Attachment 29, the *North Atlantic Right Whale Educational Sign Zones* (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive), the FDEP or Designee will attach to their authorization the *North Atlantic Right Whale Information Form, Attachment 27* (from Appendix C of JAXBO, page 332) (Reference: JAXBO PDC A2.4.).

* * *

Special Conditions:

* * *

- 2. Design and construction must adhere to the *PDCs for In-Water Activities (Attachment 6, from PDCs AP.7 through AP11, inclusive, of JAXBO)* (Reference: JAXBO PDC AP.1.).
- 3. All activities performed during daylight hours (Reference: JAXBO PDC AP.6.).
- 4. For all projects involving the installation of piles or sheet piles, the maximum number of piles, sheet piles or concrete slab walls or boatlift I-beams installed by impact hammer per day is limited to no more than 5 per day. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).

* * *

- 8. Special Conditions for *Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.*

* * *

f. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).

g. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).

h. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:

PDCs Applicable To Self Certified Projects

(1) A pile supported structure (i) that is located on a natural waterbody (i.e., outside an artificial waterway that was excavated for boating access and is bordered by residential properties) and (ii) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), will be constructed to the following standards:

(i) Must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* updated November 2017 (Attachment 5).

(2) For all other Projects,

* * *

(ii) Outside the range of Johnson's seagrass but within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia County north of Ponce Inlet) and within tidal waters, the presence of seagrass and tidal freshwater submerged aquatic vegetation will be determined using the "Submerged Aquatic Vegetation Survey Guidelines" (Attachment 7) unless a site visit or aerial photography observes absence during the growing season (if water depth and clarity allows) or aquatic vegetation has not been found in the vicinity in the past.

(iii) Pile-supported structures, IF aquatic vegetation is present (including seagrass, tidal freshwater submerged aquatic vegetation and emergent vegetation), THEN must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* updated November 2017 (Attachment 5).

* * *

11. Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the

PDCs Applicable To Self Certified Projects

Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.

b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 32) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 2).

d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-02575 on all submittals.

* * *

Attachments to Department of the Army State Programmatic General Permit (SPGP V-R1)

* * *

2. Department of the Army Permit Transfer for SPGP V-R1.

* * *

5. Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat.

6. PDCs for In-Water Activities.

PDCs Applicable To Self Certified Projects

7. Submerged Aquatic Vegetation Survey Guidelines

* * *

9. Critical Habitat Essential Features/PCEs

10. Acropora spp. Critical Habitat Maps.

* * *

23. Smalltooth Sawfish Critical Habitat Limited Exclusion Zones.

24. Loggerhead Turtle Nearshore Reproductive Critical Habitat.

* * *

28. Gulf Sturgeon Critical Habitat Restriction Zone.

29. North American Right Whale Education Sign Zones.

30. Atlantic Sturgeon Critical Habitat Exclusion Zone.

* * *

32. Self Certification Statement of Compliance.

L.



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Attachment 2

Department of the Army Permit Transfer for SPGP V-R1.

Department of the Army Permit Transfer for SPGP V-R1

PERMITEE: _____

PERMIT NUMBER: _____ DATE: _____

ADDRESS/LOCATION OF PROJECT:

(Subdivision)

(Lot)

(Block)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Branch, Post Office Box 4970, Jacksonville, FL 32232-0019.

(Transferee Signature)

(Date)

(Name Printed)

(Street address)

(Mailing address)



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Attachment 5

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in
or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat.

**Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service
November 2017**

Submerged Aquatic Vegetation:

1. Avoidance. The piling-supported structure shall be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure shall be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround shall be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure shall be oriented in a north-south orientation to the maximum extent that is practicable.
5. a. If possible, terminal platforms shall be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.

b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform shall be limited to 160 square feet. The grated deck material shall conform to the specifications stipulated below. The configuration of the platform shall be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet shall conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.

c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform shall be limited to 120 square feet. The configuration of the platform shall be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section shall be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. One uncovered boat lift area is allowed. A narrow catwalk (2 feet wide if planks are used, 3 feet wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk shall be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).
7. Pilings shall be installed in a manner which will not result in the formation of sedimentary deposits("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
8. The spacing of pilings through SAV beds shall be a minimum of 10 feet on center.
9. The gaps between deckboards shall be a minimum of ½ inch.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.

March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.

November 2017 – Manufacturer of grated material updated to include Voyager Industries.

Marsh:

1. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
2. The over-marsh portion of the piling-supported shall be elevated to at least 4 feet above the marsh floor.
3. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

Mangroves.

1. The width of the piling-supported structure is limited to a maximum of 4 feet.
2. Mangrove clearing is restricted to the width of the piling-supported structure.
3. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Grid Specifications and Suppliers

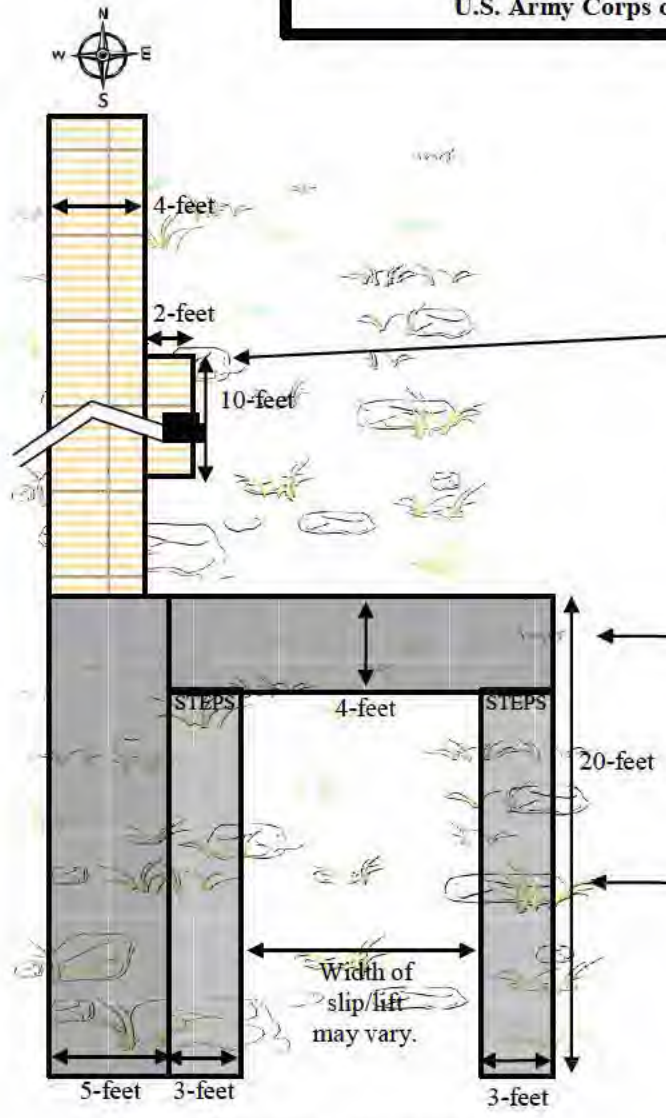
The following information does not constitute a U.S. Army Corps of Engineers endorsement or advertisement for any particular provider and is provided only as an example for those interested in obtaining these materials for piling-supported structure construction. Light-transmitting materials are made of various materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. **All light-transmitting materials used in construction for minor piling-supported structures shall have a minimum of forty-three (43) percent open space.**

A type of fiberglass grate panel is manufactured by SeaSafe (Lafayette, LA; phone: 1-800-326-8842) and FiberGrate (1-800-527-4043). A type of plastic grating is manufactured by ThruFlow Interlocking Panels (1-888-478-3569). Plastic grate panels are also distributed by Southern Pine Lumber Company (Stuart, FL; 772-692-2300). Grated panels can be obtained from Titan Deck/Voyager Industries (Brandon, MN; 877-207-4136; www.titandeck.net). Panels are available in a variety of sizes and thicknesses. For safety, the grate should contain an anti-slip texture which is integrally molded into the top surface. The manufacturer or local distributor should be consulted to ensure that the load-bearing capacity of the selected product is sufficient to support the intended purpose. Contact the manufacturer(s) for product specifications and a list of regional distributors.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.
February 2003 – Manufacturer name changed from ChemGrate to FiberGrate
May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.
March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.
November 2017 – Manufacturer of grated material updated to include Voyager Industries.

DOCK EXAMPLE — GRATED TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

“GRATED DECKING”
 Means manufactured with a minimum of 43% open space.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
 Only for docks over 200-feet long.

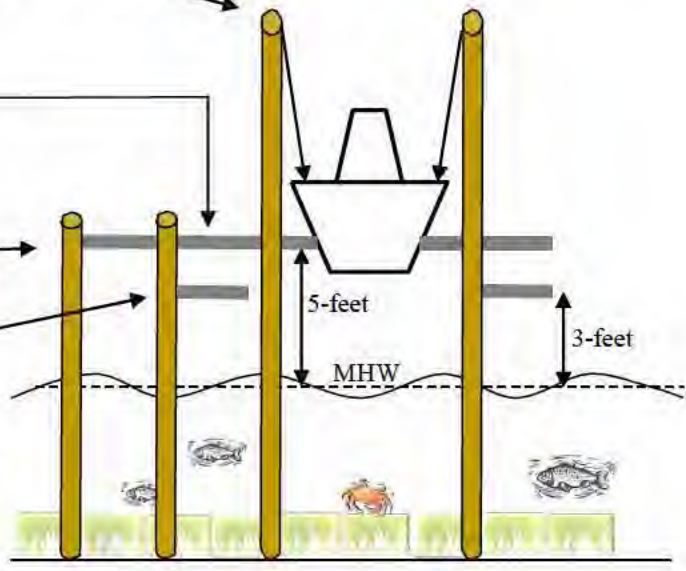
- NOTES:**
- Not to scale.
 - All widths are maximum dimension.
 - All heights are minimum dimension.
 - Piling supported structures over SAV should be oriented north-south to the extent practicable.
 - MHW = mean high water

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible.

STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

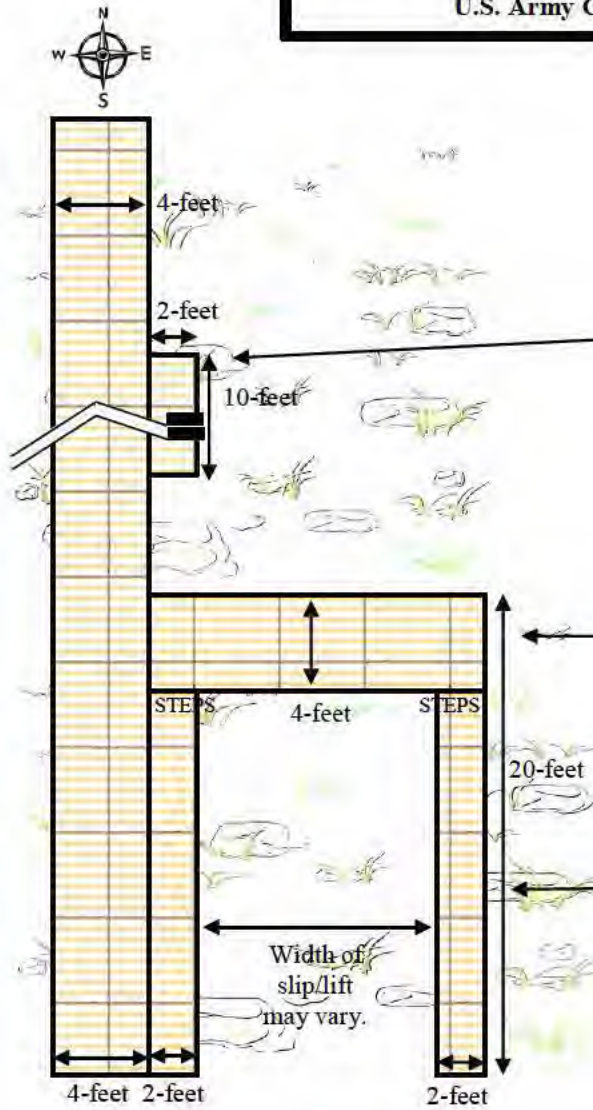
ACCESS CATWALKS
 3-feet wide if grated decking.
 3-feet above MHW to facilitate boat access.
 Cantilevered off main structures; no additional pilings.



FRONT PLAN VIEW

DOCK EXAMPLE — WOOD PLANK TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
 U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

The gaps between deckboards shall be a minimum of 1/2 inch.
 Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

- NOTES:
- Not to scale.
 - All widths are maximum dimension.
 - All heights are minimum dimension.
 - Piling supported structures over SAV should be oriented north-south to the extent practicable.
 - MHW = mean high water

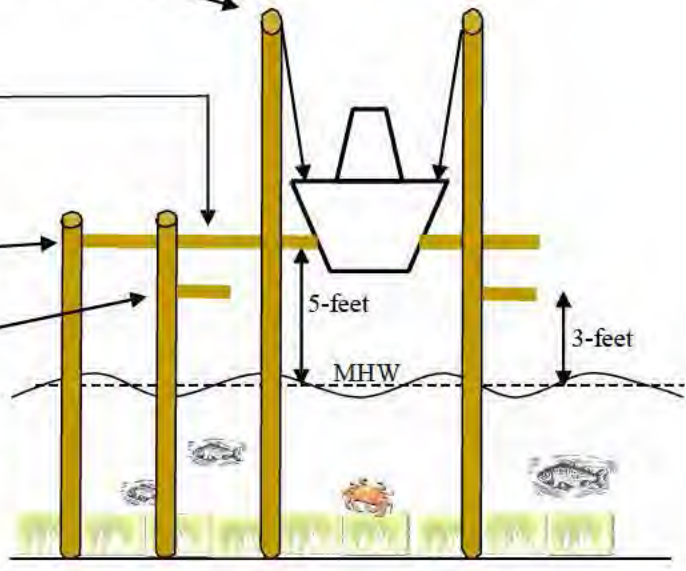
MIDPOINT TURNAROUND
 Only for docks over 200-foot long.

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible.

STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-foot wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

ACCESS CATWALKS
 2-foot wide if wood decking.
 3-foot above MHW to facilitate boat access.
 Cantilevered off main structures;
 no additional pilings.



FRONT PLAN VIEW

L.



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Attachment 6

PDCs for In-Water Activities.

PDCs for In-Water Activities

For an activity to be covered under this Opinion, the USACE authorization must include the following conditions. Failure to comply with these conditions could result in enforcement action by the USACE and/or NMFS.

AP.7. Education and Observation: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

AP.8. Reporting of interactions with protected species:

- a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
- b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
- c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
- d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
- e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

AP.9. Vessel Traffic and Construction Equipment: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

- a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.
- b) *All Vessels:*
 - i) Sea turtles: Maintain a minimum distance of 150 ft.
 - ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
 - iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
 - iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
 - v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
 - vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
 - vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

AP.10. Turbidity Control Measures during Construction: Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
 - Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable

line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

AP.11. Entanglement: All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

PDCs for Mangroves, Seagrasses, Corals and Hard Bottom for All Projects

Note: **For projects authorized in reliance on this Opinion only**, the PDCs below supercede any other guidance documents otherwise applicable to reduce or avoid impacts to mangroves, seagrasses, and corals. This includes the NMFS's *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation, Marsh, or Mangrove Habitat* dated August 2001, and NMFS's *Key for Construction Conditions for Docks or Other Minor Structures Constructed in or over Johnson's Seagrass (*Halophila johnsonii*)*, dated October 2002. NMFS may still apply these guidance documents in other consultations, including consultations on Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act, as appropriate.

AP.12. Mangroves

- To qualify for coverage under this Opinion, all projects must be sited and designed to avoid or minimize impacts to mangroves.
- Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - Removal to install up to a 4-ft-wide walkway for a dock.
 - Removal to install up to an 8-ft-wide walkway for public docks, where the walkway is necessary to address compliance with the Americans with Disability Act (ADA).
 - Removal to install culverts necessary to improve water quality or restore hydrology between 2 water bodies. Such mangrove removal is limited to a maximum of 20 linear feet (lin ft) of shoreline per culvert opening.
 - Removal of mangroves above mean high water (MHW) provided that the tree does not have any prop roots that extend into the water below the MHWL.



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Attachment 7

Submerged Aquatic Vegetation Survey Guidelines

Submerged Aquatic Vegetation Survey Guidelines May 7, 2018

Please provide information on the presence of any submerged aquatic vegetation (SAV) at or adjacent to the proposed location of the work by conducting a SAV survey. SAV surveys can only be performed between June 1 and September 30 of each year.

At a minimum, the surveyed area shall encompass a 50-foot radius around the location of the proposed work. The ensuing report shall describe the survey method, depict the locations of all SAV, and shall clearly depict the distribution of the various species of SAV. In addition, the report shall contain the percent cover of each species of SAV, frequency of occurrence of each species of SAV, and the name, mailing address and telephone number of the qualified person performing the survey. Furthermore, if Johnson's seagrass (*Halophila johnsonii*) is observed, the report shall include the shoot density of the Johnson's seagrass. The report should also include a plan view drawing depicting any existing structures and the proposed work in reference to the surveyed area. If the proposed work is a dock or pier and SAV is present, or if the proposed work is a dock or pier and is located in the known range of Johnson 's seagrass (in lagoons on Florida' s east coast from Turkey Creek/Palm Bay (Brevard County) south to and including central Biscayne Bay (Miami-Dade County) , the dock or pier should be designed in accordance with the joint U.S. Army Corps of Engineers/National Marine Fisheries Service dock construction guidelines (Dock Construction Guidelines in Florida for Docks or Other Minor Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat - U.S. Army Corps of Engineers/National Marine Fisheries Service - November 2017) and the Project Design Criteria for the National Marine Fisheries Service and U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (November 2017)..

L.



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Attachment 9

Critical Habitat Essential Features/PCEs

Marine Mammals			
North Atlantic right whale	E	P	NP
Blue whale	E	P	P
Fin whale	E	P	P
Sei whale	E	P	P
Sperm whale	E	P	P
Bryde's whale (proposed)	E	P	NP

E = endangered; T = threatened, P = Present, NP = Not Present

Table 6. Designated Critical Habitat NMFS Believes is In or Near the Action Area

Species	Unit in Florida	Unit in U.S. Caribbean
Smalltooth sawfish	<ul style="list-style-type: none"> • Charlotte Harbor Estuary (CHEU) • Ten Thousand Islands/ Everglades (TTIEU) 	N/A
Gulf sturgeon	Units 9-14 ¹⁰	N/A
Loggerhead sea turtle (NWA DPS)	<ul style="list-style-type: none"> • Nearshore Reproductive Habitat: Units LOGG-N-14 to 32 • Breeding Habitat: Units LOGG-N-17, 19 • Migratory Habitat: Units LOGG-N-17, 18, 19 • <i>Sargassum</i> Habitat: Unit LOGG-S-01 	N/A
Green sea turtle (NA DPS)	N/A	Culebra Island
Hawksbill sea turtle	N/A	Mona and Monita Island
Leatherback sea turtle	N/A	St Croix Island
Staghorn and elkhorn coral	Area 1: Florida	<ul style="list-style-type: none"> • Area 2: Puerto Rico and Associated Islands • Area 3: St. John/St. Thomas, U.S. Virgin Islands • Area 4: St. Croix, U.S. Virgin Islands
Johnson's seagrass	Units A-J	N/A
North Atlantic right whale	Unit 2	N/A
Atlantic sturgeon	South Atlantic Unit 7 ¹¹	N/A
N/A = Not applicable		

Table 7 (below) provides a complete list of the essential features/primary constituent elements (PCEs) of each critical habitat unit that occurs in Florida and the U.S. Caribbean. Note that the table below refers to both essential features and PCEs of critical habitat. This duality of terms is

¹⁰ Gulf sturgeon critical habitat is under the joint jurisdiction of the USFWS and NMFS, with the USFWS managing riverine habitat and NMFS managing estuarine and marine habitats. Units 9-14 are the only areas under NMFS's jurisdiction that are found in the action area.

¹¹ The South Atlantic Unit 7 (St. Marys Unit) includes the St. Marys River in (1) Camden and Charlton Counties in Georgia and (2) Baker and Nassau Counties in Florida.

because the USFWS uses the term “PCE” and NMFS uses “essential features” when describing critical habitat. When we develop a critical habitat rule jointly with USFWS, the term PCE is often used. Recent amendments to the Services’ joint regulations implementing the ESA, however, removed reference to “primary constituent elements” (81 FR 7414, Feb. 11, 2016). As we explained in the final rule, removing this phrase is not intended to substantively alter anything about the designation of critical habitat, but to eliminate redundancy in how we describe the physical or biological features. New critical habitat rules will describe physical biological features (PBFs) to help identify habitat essential to the conservation of the species. In this Opinion, we refer to the features as they were described in the rule designating that critical habitat. For example, the Gulf sturgeon critical habitat rule refers to PCEs, and thus we have used that term in the table below. Critical habitat boundary maps are available at http://sero.nmfs.noaa.gov/maps_gis_data/protected_resources/critical_habitat/index.html.

Table 7. Essential Features/PCEs/PBFs of Each Critical Habitat Unit in Florida and the U.S. Caribbean

<p>Smalltooth sawfish (74 FR 45353, Sept. 2, 2009)</p>	<p>The physical and biological features essential to the conservation of the U.S. DPS of smalltooth sawfish, which provide nursery area functions are: red mangroves and shallow euryhaline habitats characterized by water depths between the Mean High Water line and 3 ft (0.9 m) measured at Mean Lower Low Water (MLLW). These features are included in critical habitat within the boundaries of the specific areas in paragraph (b) of this section, except where the features were not physically accessible to sawfish at the time of this designation (September 2009); for example, areas where existing water control structures prevent sawfish passage to habitats beyond the structure.</p>
<p>Gulf sturgeon (68 FR 13370, March 19, 2003)</p>	<p>Based on the best available information, there are 7 PCEs essential for the conservation of the Gulf sturgeon. Only the following 4 are under NMFS’s jurisdiction:</p> <ol style="list-style-type: none"> 1. Abundant prey items within estuarine and marine habitats and substrates for juvenile, subadult, and adult life stages; 2. Water quality, including temperature, salinity, pH, hardness, turbidity, oxygen content, and other chemical characteristics, necessary for normal behavior, growth, and viability of all life stages; 3. Sediment quality, including texture and other chemical characteristics, necessary for normal behavior, growth, and viability of all life stages; and 4. Safe and unobstructed migratory pathways necessary for passage within and between riverine, estuarine, and marine habitats (e.g., a river unobstructed by any permanent structure, or a dammed river that still allows for passage).

<p>Loggerhead sea turtle (79 FR 39855, July 10, 2014)</p>	<ol style="list-style-type: none"> 1. Nearshore reproductive habitat: The PBF of nearshore reproductive habitat as a portion of the nearshore waters adjacent to nesting beaches that are used by hatchlings to egress to the open-water environment as well as by nesting females to transit between beach and open water during the nesting season. The following PCEs support this habitat: (i) Nearshore waters directly off the highest density nesting beaches and their adjacent beaches, as identified in 50 CFR 17.95(c), to 1.6 kilometer (km) offshore; (ii) Waters sufficiently free of obstructions or artificial lighting to allow transit through the surf zone and outward toward open water; and (iii) Waters with minimal man-made structures that could promote predators (i.e., nearshore predator concentration caused by submerged and emergent offshore structures), disrupt wave patterns necessary for orientation, and/or create excessive longshore currents. 2. Winter areas: Florida does not contain any winter areas. 3. Breeding areas: the PBF of concentrated breeding habitat as those sites with high densities of both male and female adult individuals during the breeding season. PCEs that support this habitat are the following: (i) High densities of reproductive male and female loggerheads; (ii) Proximity to primary Florida migratory corridor; and (iii) Proximity to Florida nesting grounds. 4. Constricted migratory habitat: the PBF of constricted migratory habitat as high use migratory corridors that are constricted (limited in width) by land on one side and the edge of the continental shelf and Gulf Stream on the other side. PCEs that support this habitat are the following: (i) Constricted continental shelf area relative to nearby continental shelf waters that concentrate migratory pathways; and (ii) Passage conditions to allow for migration to and from nesting, breeding, and/or foraging areas. 5. <i>Sargassum</i> habitat: the PBF of loggerhead <i>Sargassum</i> habitat as developmental and foraging habitat for young loggerheads where surface waters form accumulations of floating material, especially <i>Sargassum</i>. PCEs that support this habitat are the following: (i) Convergence zones, surface-water downwelling areas, the margins of major boundary currents (Gulf Stream), and other locations where there are concentrated components of the <i>Sargassum</i> community in water temperatures suitable for the optimal growth of <i>Sargassum</i> and inhabitation of loggerheads; (ii) <i>Sargassum</i> in concentrations that support adequate prey abundance and cover; (iii) Available prey and other material associated with <i>Sargassum</i> habitat including, but not limited to, plants and cyanobacteria and animals native to the <i>Sargassum</i> community such as hydroids and copepods; and (iv) Sufficient water depth and proximity to available currents to ensure offshore transport (out of the surf zone), and foraging and cover requirements by <i>Sargassum</i> for post-hatchling loggerheads, i.e., > 10-m depth.
---	--

<p><i>Acropora</i> (Staghorn and elkhorn coral) (73 FR 72210, Nov. 26, 2008)</p>	<p>The physical feature essential to the conservation of elkhorn and staghorn corals is: substrate of suitable quality and availability to support larval settlement and recruitment, and reattachment and recruitment of asexual fragments. “Substrate of suitable quality and availability” is defined as natural consolidated hard substrate or dead coral skeleton that is free from fleshy or turf macroalgae cover and sediment cover.</p>
<p>Johnson’s seagrass (65 FR 17786, April 5, 2000)</p>	<p>Based on the best available information, general physical and biological features of the critical habitat areas include adequate water quality, salinity levels, water transparency, and stable, unconsolidated sediments that are free from physical disturbance.</p>
<p>North Atlantic right whale (81 FR 4837, Jan. 27, 2016)</p>	<p>Critical habitat includes 2 areas (Units) located in the Gulf of Maine and Georges Bank Region (Unit 1) and off the coast of North Carolina, South Carolina, Georgia and Florida (Unit 2). Only Unit 2 occurs within the action area.</p> <p>The physical features essential to the conservation of the North Atlantic right whale, which provide calving area functions in Unit 2, are:</p> <ol style="list-style-type: none"> 1. Sea surface conditions associated with Force 4 or less on the Beaufort Scale 2. Sea surface temperatures of 7°C to 17°C 3. Water depths of 20-92 ft (6- 28 m), where these features simultaneously co-occur over contiguous areas of at least 231 squared nautical miles (nmi²) of ocean waters during the months of November through April. When these features are available, they are selected by right whale cows and calves in dynamic combinations that are suitable for calving, nursing, and rearing, and which vary, within the ranges specified, depending on factors such as weather and age of the calves.
<p>Atlantic sturgeon (82 FR 39160, August 17, 2017)</p>	<p>The physical features essential for the conservation of Atlantic sturgeon belonging to the Carolina and South Atlantic DPSs are those habitat components that support successful reproduction and recruitment. These are:</p> <ol style="list-style-type: none"> 1. Hard bottom substrate (e.g., rock, cobble, gravel, limestone, boulder, etc.) in low salinity waters (i.e., 0.0-0.5 parts per thousand range) for settlement of fertilized eggs and refuge, growth, and development of early life stages; 2. Aquatic habitat inclusive of waters with a gradual downstream gradient of 0.5 up to as high as 30 parts per thousand and soft substrate (e.g., sand, mud) between the river mouth and spawning sites for juvenile foraging and physiological development; 3. Water of appropriate depth and absent physical barriers to passage (e.g., locks, dams, thermal plumes, turbidity, sound, reservoirs, gear, etc.) between the river mouth and spawning sites necessary to support: <ol style="list-style-type: none"> (i) Unimpeded movement of adults to and from spawning sites; (ii) Seasonal and physiologically dependent movement of juvenile

	<p>Atlantic sturgeon to appropriate salinity zones within the river estuary; and</p> <ul style="list-style-type: none"> (iii) Staging, resting, or holding of subadults or spawning condition adults. Water depths in main river channels must also be deep enough (at least 1.2 meters) to ensure continuous flow in the main channel at all times when any sturgeon life stage would be in the river; <p>4. Water quality conditions, especially in the bottom meter of the water column, with temperature and oxygen values that support:</p> <ul style="list-style-type: none"> (i) Spawning; (ii) Annual and inter-annual adult, subadult, larval, and juvenile survival; and (iii) Larval, juvenile, and subadult growth, development, and recruitment. Appropriate temperature and oxygen values will vary interdependently, and depending on salinity in a particular habitat. For example, 6.0 mg/L dissolved oxygen or greater likely supports juvenile rearing habitat, whereas dissolved oxygen less than 5.0 mg/L for longer than 30 days is less likely to support rearing when water temperature is greater than 25°C. In temperatures greater than 26°C, dissolved oxygen greater than 4.3 mg/L is needed to protect survival and growth. Temperatures of 13 to 26 °C likely support spawning habitat.
<p>Green sea turtle (63 FR 46693, Sept. 2,1998)</p>	<p>Critical habitat for the green sea turtle is designated in the waters surrounding the island of Culebra, Puerto Rico, from the mean high water line (MHWL) seaward to 3 nmi. These waters include Culebra’s outlying Keys, including Cayo Norte, Cayo Ballena, Cayos Geniquí, Isla Culebrita, Arrecife Culebrita, Cayo de Luís Peña, Las Hermanas, El Mono, Cayo Lobo, Cayo Lobito, Cayo Botijuela, Alcarraza, Los Gemelos, and Piedra Steven. At the time of designation, essential features to critical habitat were not precisely defined; however, the critical habitat was designated to provide protection for important developmental and resting habitats. Juvenile and adult green sea turtles depend on seagrasses as the principal dietary component for foraging. In addition, coral reefs and other topographic features within the waters around Culebra Island and surrounding islands and cays provide green turtles with shelter during interforaging periods that serve as refuge from predators.</p> <p>On April 6, 2016, NMFS published a final rule listing 11 DPSs of the green sea turtle, including the NA DPS. 81 FR 20058; April 6, 2016. NMFS will issue a rule designating critical habitat for the DPSs in a future rulemaking. In the interim, the existing critical habitat designation described herein remains in effect for the NA DPS of green sea turtles.</p>
<p>Hawksbill sea turtles (63 FR 46693,</p>	<p>Critical habitat for the hawksbill sea turtle has been designated in the waters surrounding the islands of Mona and Monito, Puerto Rico, from the MHWL seaward to 3 nmi. At the time of designation, essential features to critical</p>

Sept. 2, 1998)	habitat were not precisely defined; however, the critical habitat was designated to provide protection for important developmental and resting habitats. Hawksbill sea turtles depend on sponges as their principal dietary component and healthy coral reefs for foraging and shelter habitats.
Leatherback sea turtles (44 FR 8491, March 23, 1979)	Critical habitat for the leatherback sea turtle has been designated in the waters adjacent to Sandy Point on the southwest corner of St. Croix, U.S. Virgin Islands, in waters from the 100-fathom curve shoreward to the level of mean high tide, with boundaries at 17°42'12"N and 64°50'00"W. At the time of designation, essential features to critical habitat were not precisely defined; however, critical habitat for leatherback sea turtles was designated to provide protection to sea turtles using these waters for courting, breeding, and as access to and from nesting areas on Sandy Point Beach, St. Croix, U.S. Virgin Islands.

2.2 Activities Analyzed, Project Design Criteria, and Potential Routes of Effect

In this section of the Opinion, we describe the categories of activities under consultation, the PDCs that each activity must meet to be covered under this Opinion, and the expected effects of each category of activities on ESA-listed species and designated critical habitat. In particular, for each category of activity covered by this Opinion, we will provide the following information:

1. Activity Description: A general description of how the activity typically is implemented with sample photos and drawings. We are providing a general overview of the typical implementation for context; the installation materials, methods, and locations are limited by the PDCs.
2. PDCs: A description of the non-discretionary PDCs applicable to all projects covered under this Opinion. The general PDCs ensure that the covered activities meet certain thresholds designed to avoid or minimize impacts on ESA-listed species and critical habitat.

In addition to the general PDCs, each of the 10 categories of covered activities is subject to additional activity-specific PDCs. Like the general PDCs, activity-specific PDCs are non-discretionary requirements for coverage under the Opinion that avoid or minimize the potential effects of permitted activities on ESA-listed species and designated critical habitat.

All PDCs were developed based on information from the USACE's past permitting practices and review of consultations on USACE-authorized in-water construction activities in Florida and the U.S. Caribbean. The activity-specific PDCs are typical of measures used to protect ESA listed species and designated critical habitat and are substantially similar to the PDCs that NMFS included in other programmatic consultations with the USACE in the last 5 years including the SWPBO, 12 SAJ General Permit Programmatic, SAJ-42, SAJ-82, and SPGP IV-R1.

In addition, PDCs designed to avoid or minimize effects on critical habitat are provided at the end of each category of activity when additional protections, beyond the general and activity-specific PDCs, are required to avoid or minimize effects on a particular critical habitat unit.

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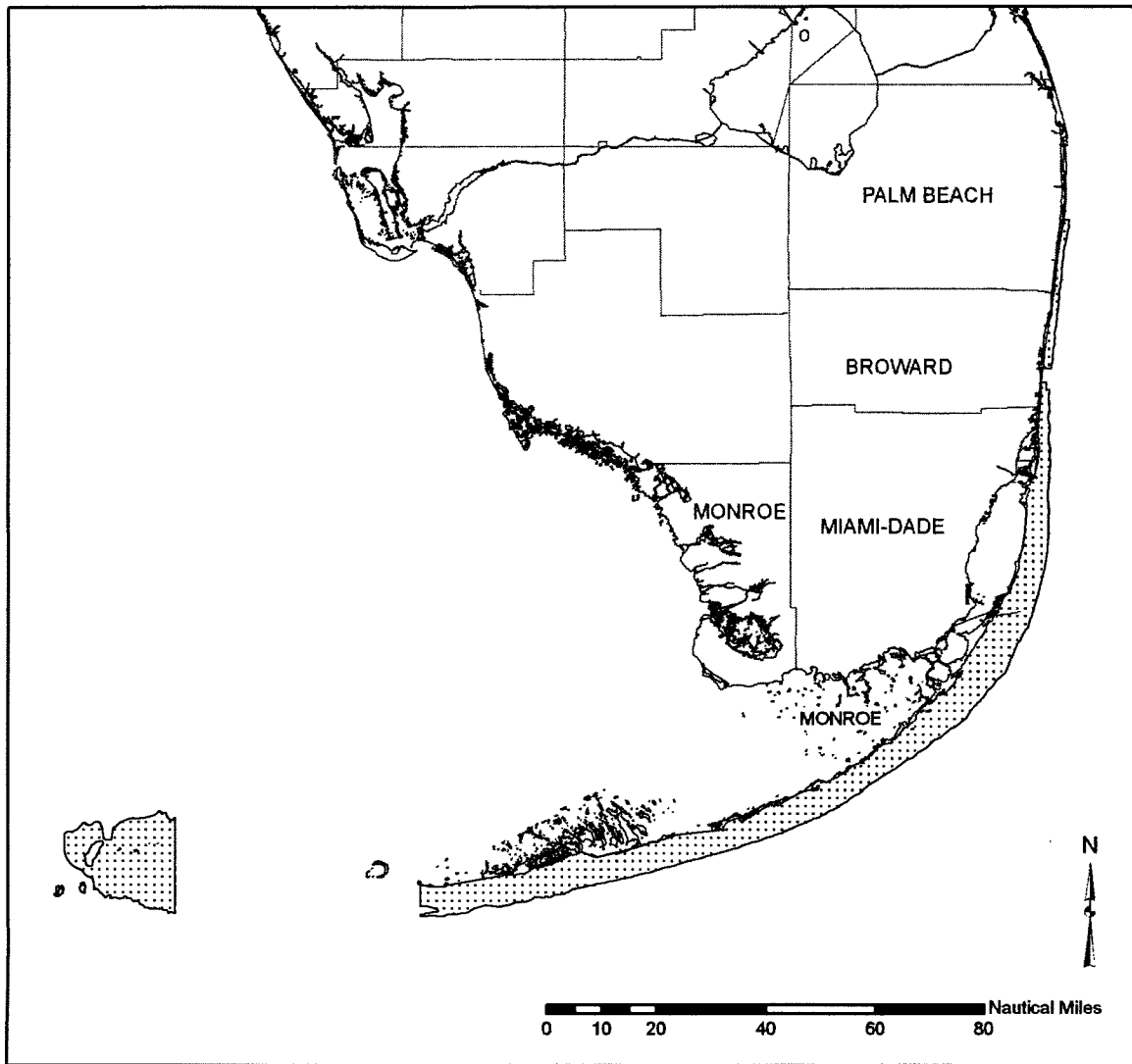
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Attachment 10

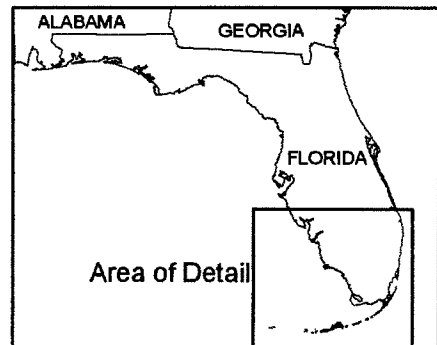
Acropora spp. Critical Habitat Maps.

**Critical Habitat for Elkhorn and Staghorn Corals
Area 1: Florida**



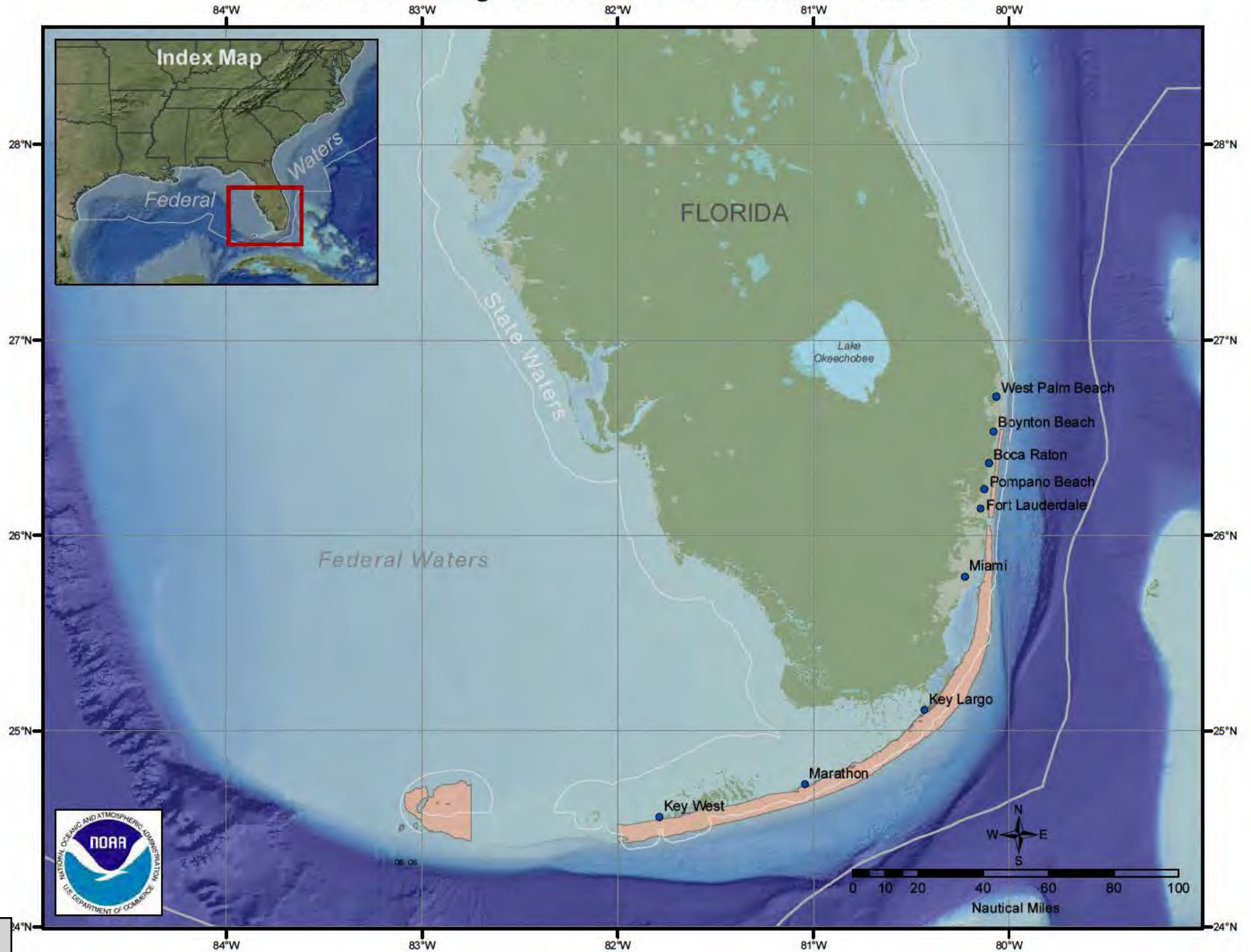
Legend

- County Line
- ▨ Critical Habitat



Elkhorn and Staghorn Coral Critical Habitat - Florida Unit

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Attachment 23

Smalltooth Sawfish Critical Habitat Limited Exclusion Zones.

Table 1. Limited Exclusion Zones in Smalltooth Sawfish Critical Habitat

Name	Latitude	Longitude
U.S. 41 Bridges (the area between the following coordinates)		
U.S. 41 (northwest corner)	26.660413°N	81.885243°W
U.S. 41 (northeast corner)	26.666827°N	81.872966°W
U.S. 41 (southwest corner)	26.642991°N	81.873880°W
U.S. 41 (southeast corner)	26.649405°N	81.861605°W
Iona Cove (the area between the following coordinates)		
Iona Cove (northwest corner)	26.521437°N	81.991586°W
Iona Cove (northeast corner)	26.521212°N	81.976191°W
Iona Cove (southwest corner)	26.511762°N	81.991762°W
Iona Cove (southeast corner)	26.511537°N	81.976368°W
Glover Bight (the area between the following coordinates)		
Glover Bight (northwest corner)	26.542971°N	81.997791°W
Glover Bight (northeast corner)	26.542678°N	81.977745°W
Glover Bight (southwest corner)	26.529478°N	81.998035°W
Glover Bight (southeast corner)	26.529185°N	81.977992°W
Cape Coral (the area between the following coordinates)		
Cape Coral (point 1)	26.551662°N	81.947412°W
Cape Coral (point 2)	26.551561°N	81.940683°W
Cape Coral (point 3)	26.539075°N	81.940916°W
Cape Coral (point 4)	26.539205°N	81.951049°W
Cape Coral (point 5)	26.542181°N	81.951047°W
Cape Coral (point 6)	26.542133°N	81.947776°W

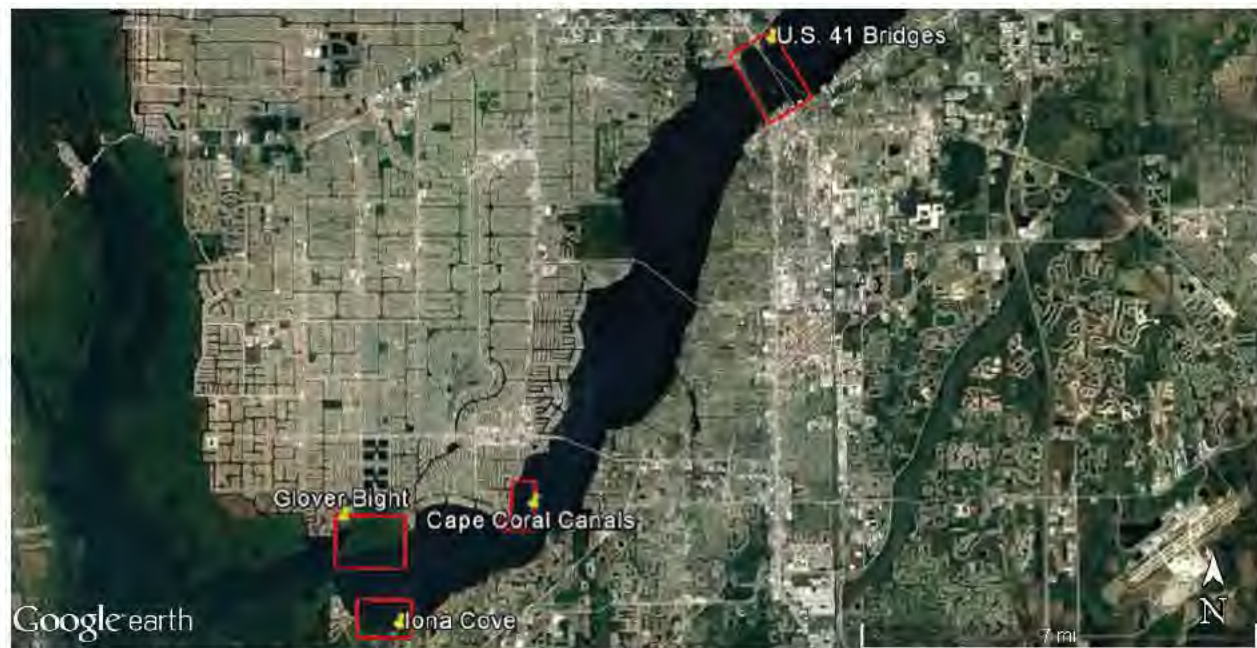


Figure 1. Smalltooth sawfish limited exclusion zones.

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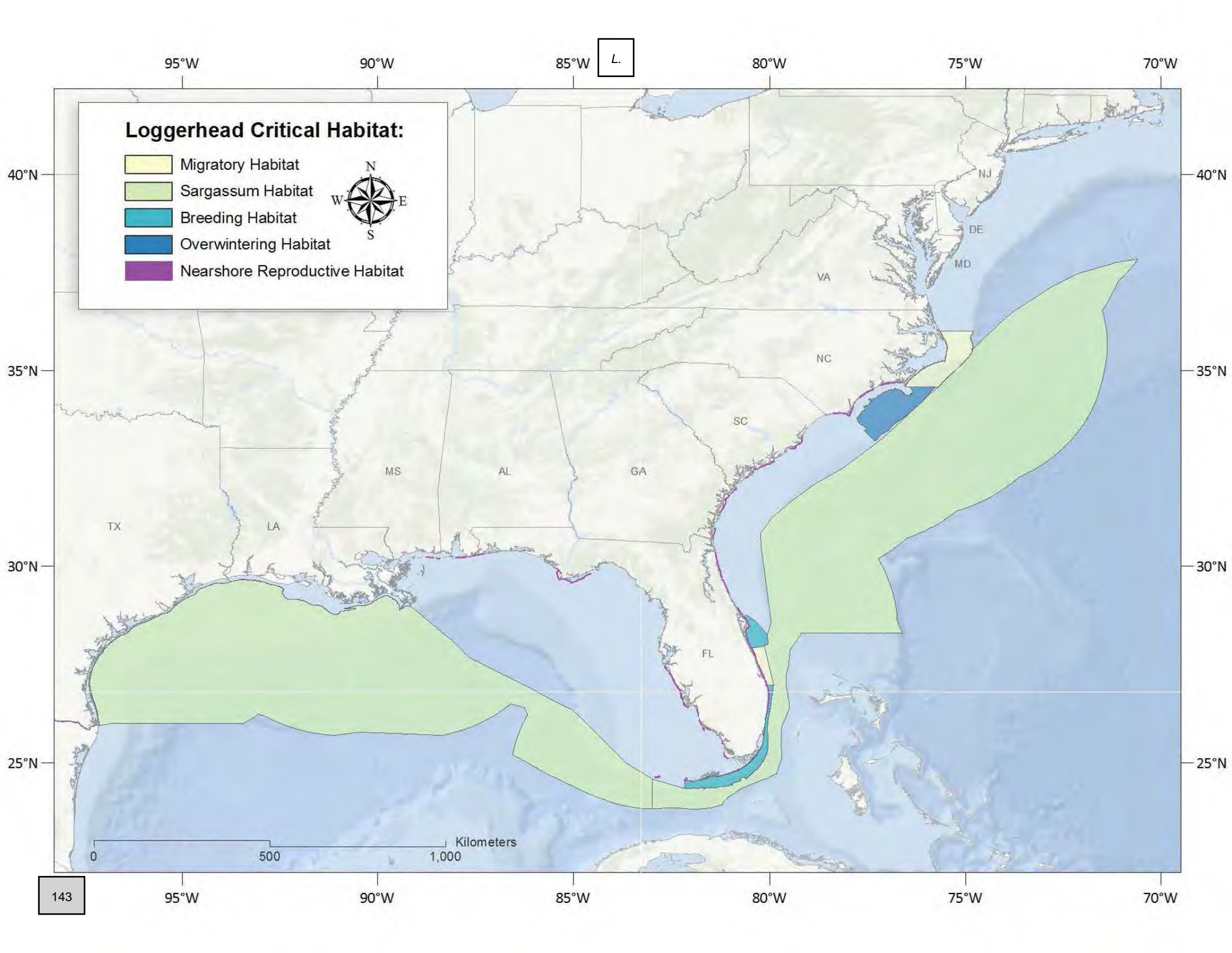
Attachment 24

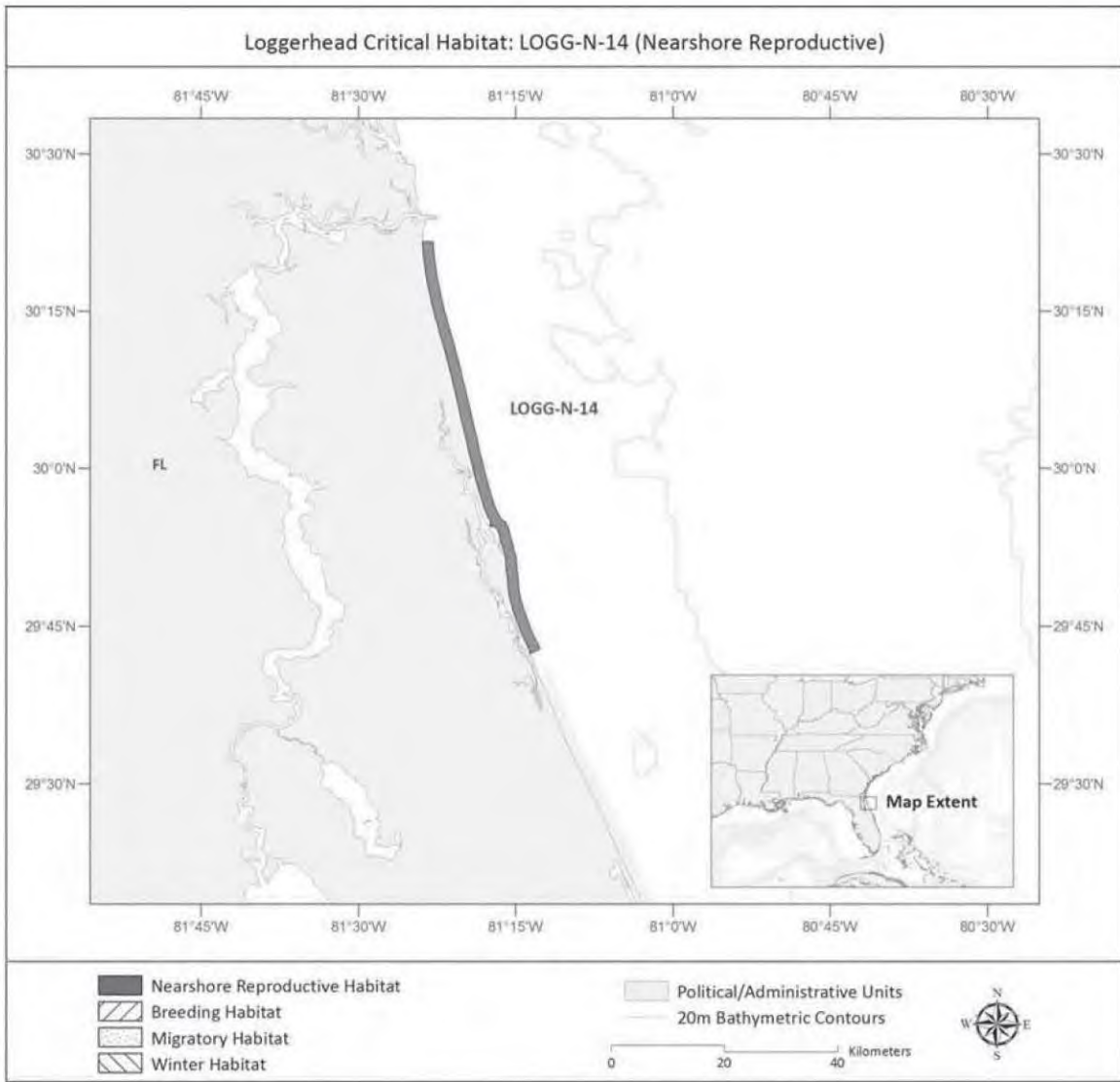
Loggerhead Turtle Nearshore Reproductive Critical Habitat.

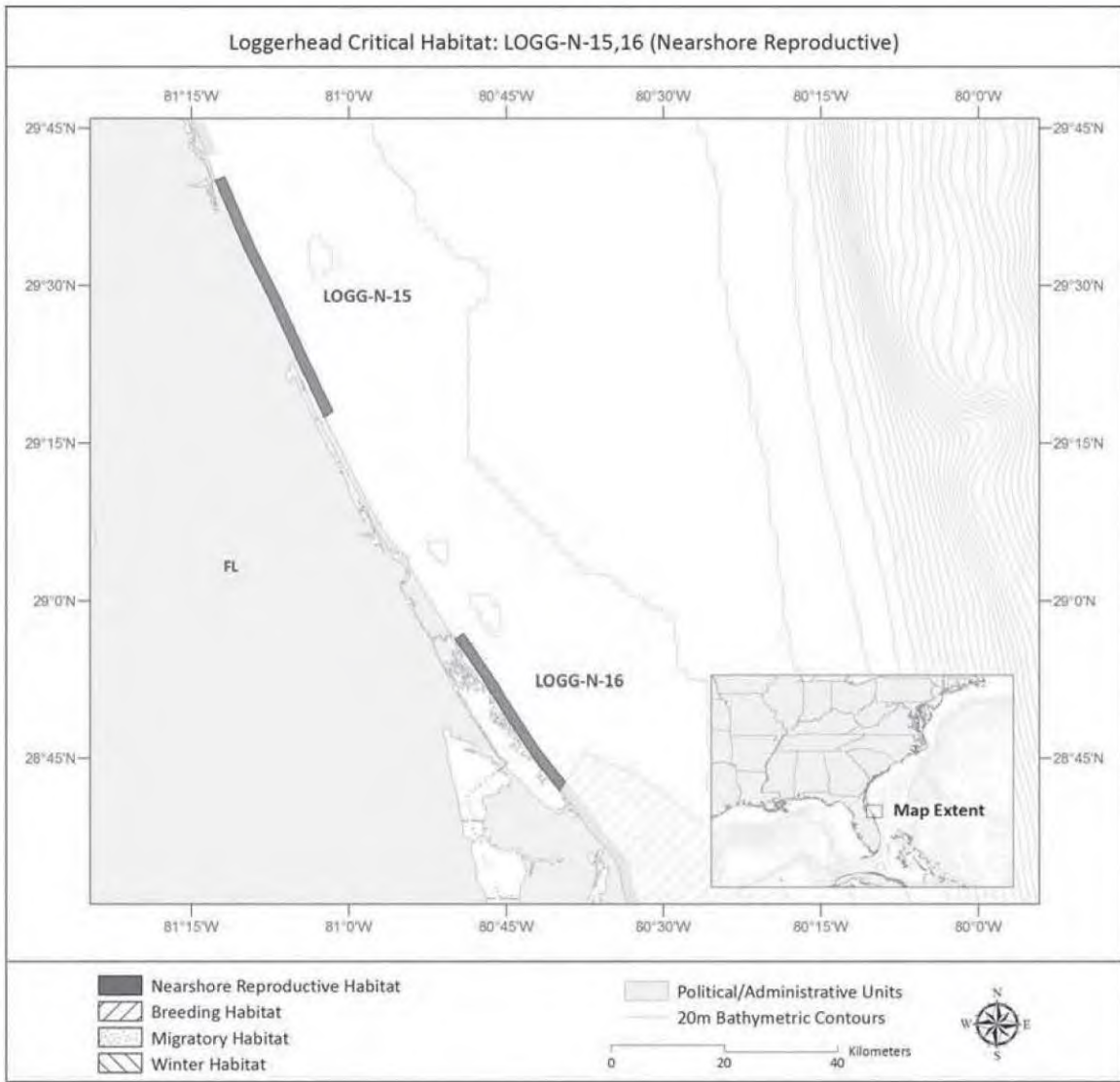
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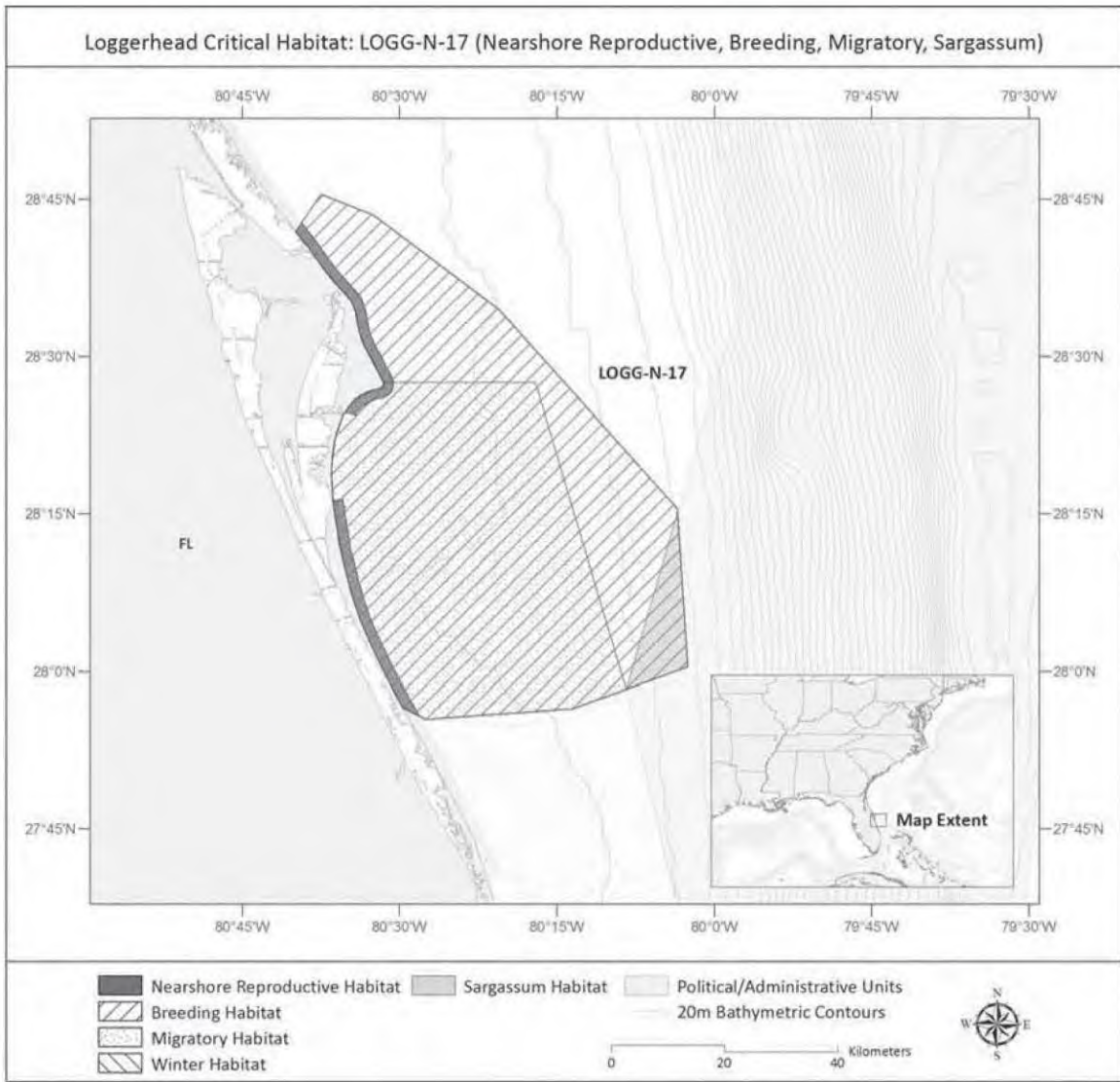
Loggerhead Critical Habitat:

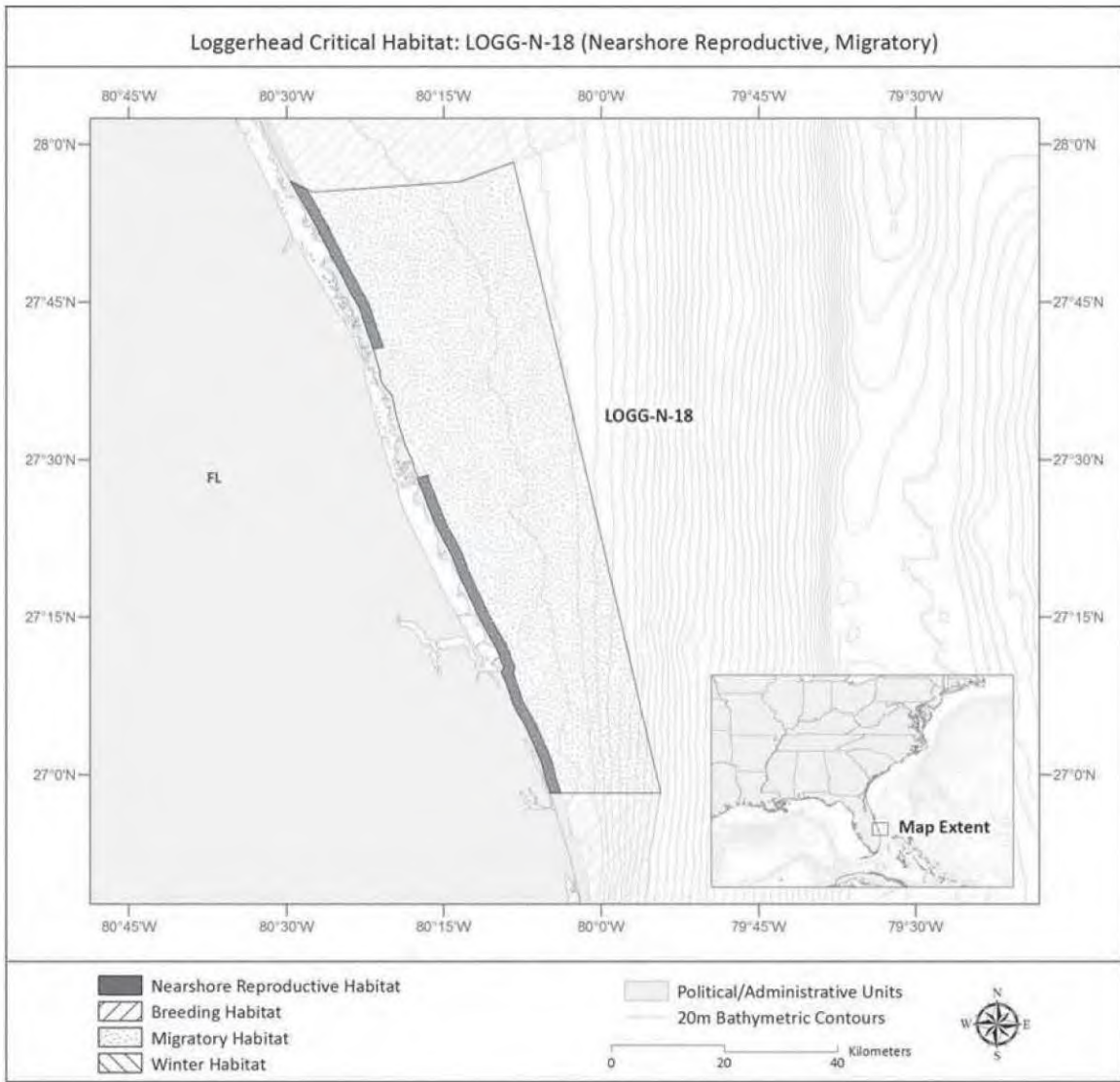
- Migratory Habitat
- Sargassum Habitat
- Breeding Habitat
- Overwintering Habitat
- Nearshore Reproductive Habitat

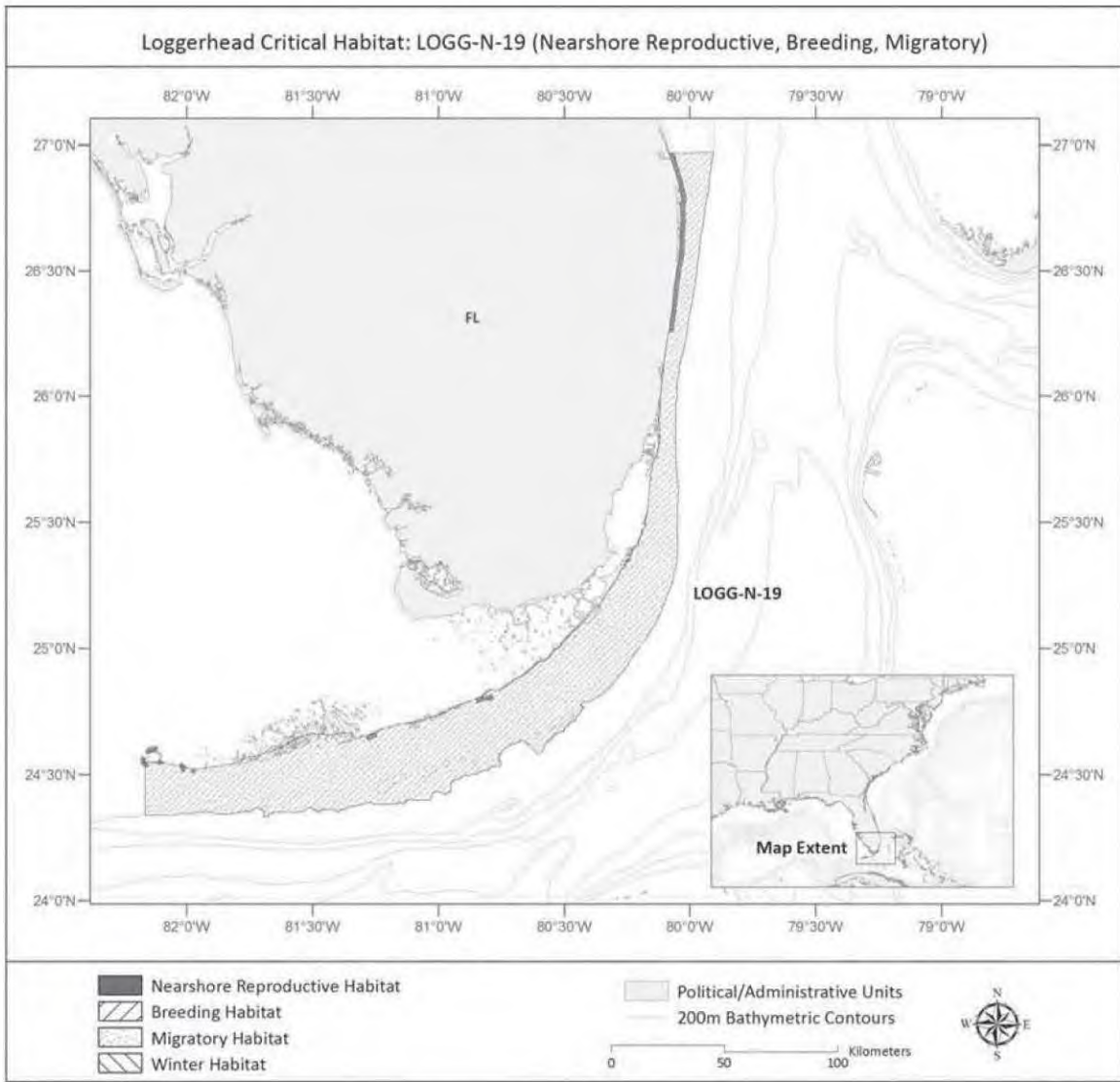


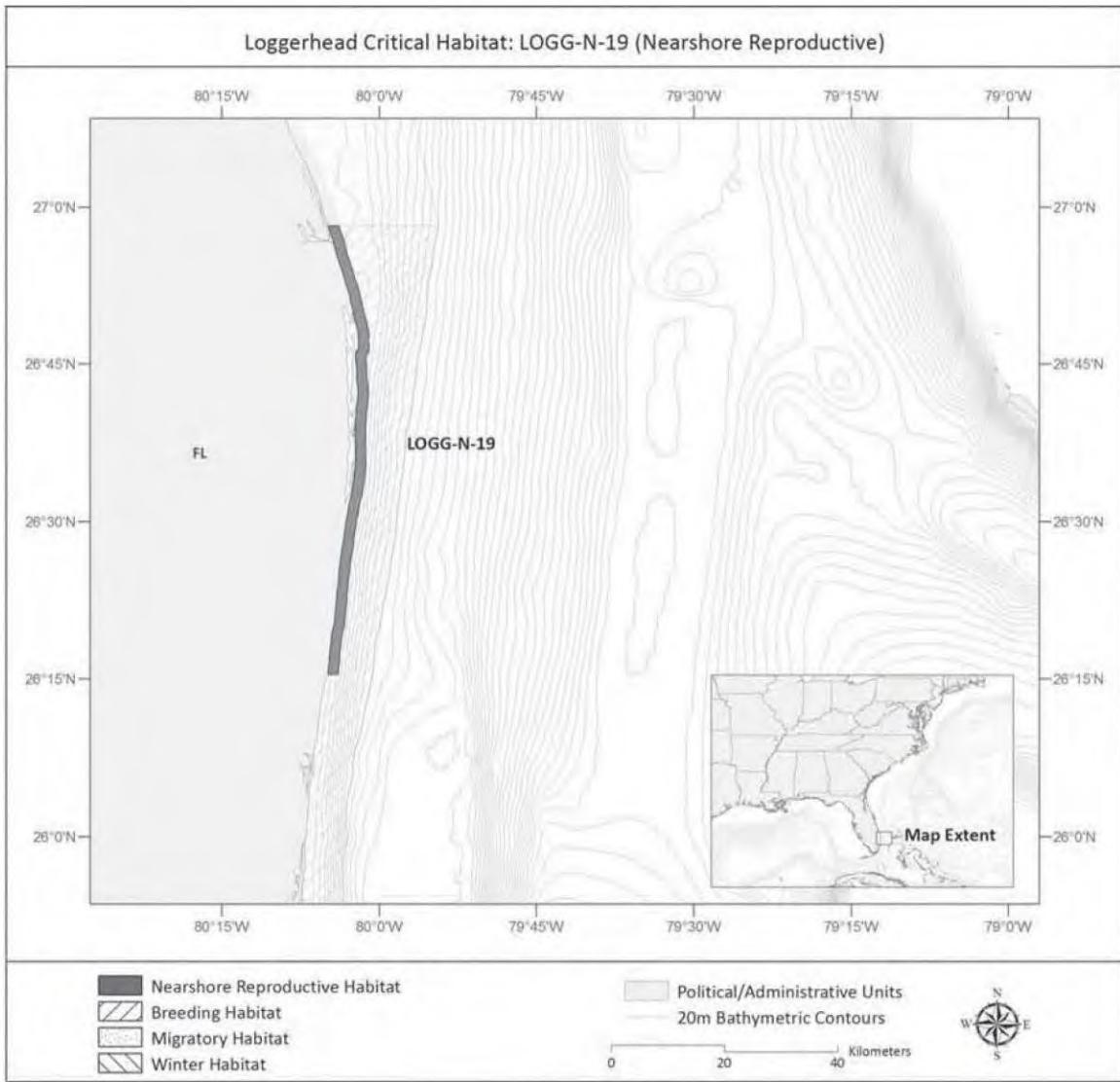


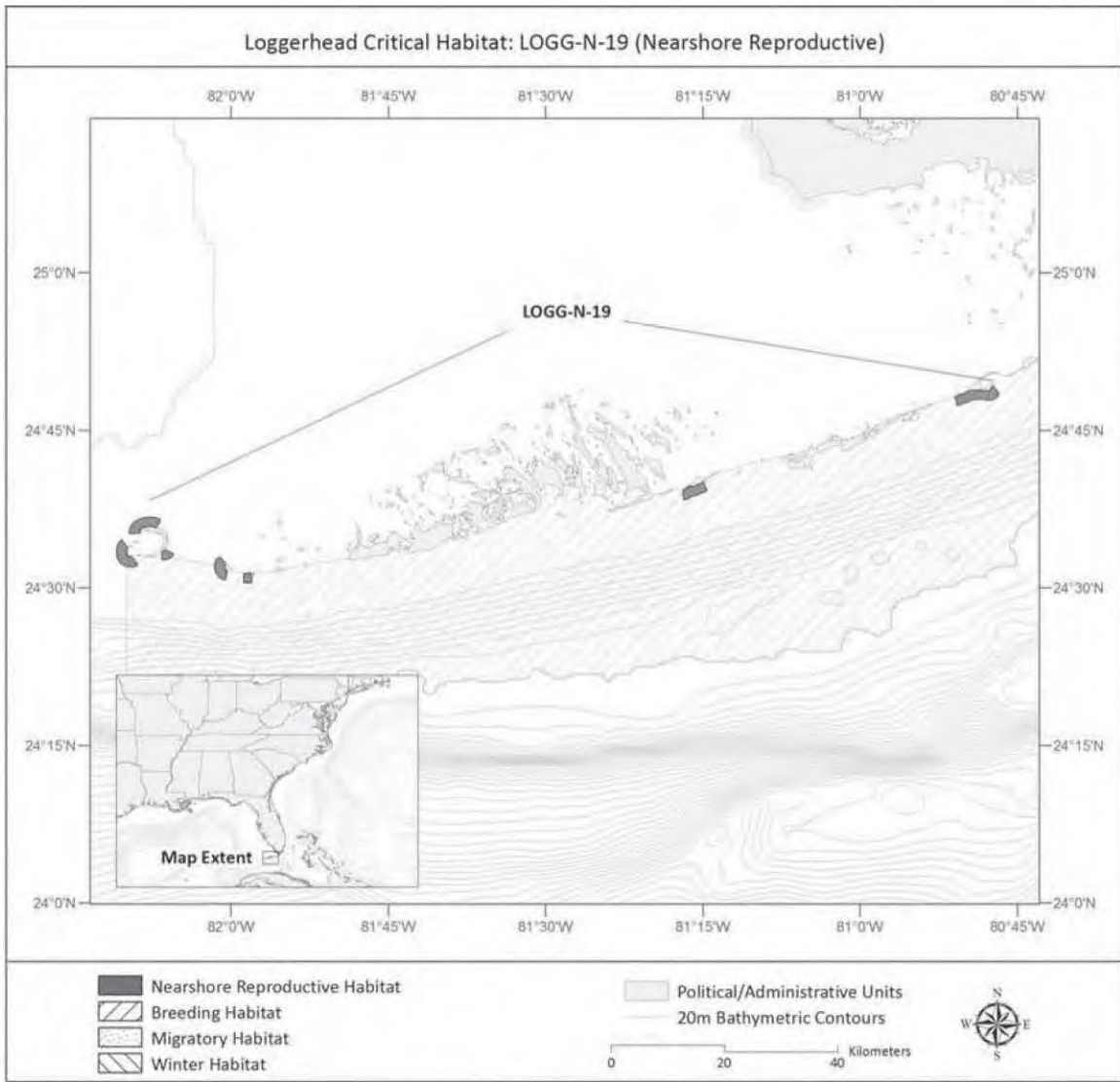


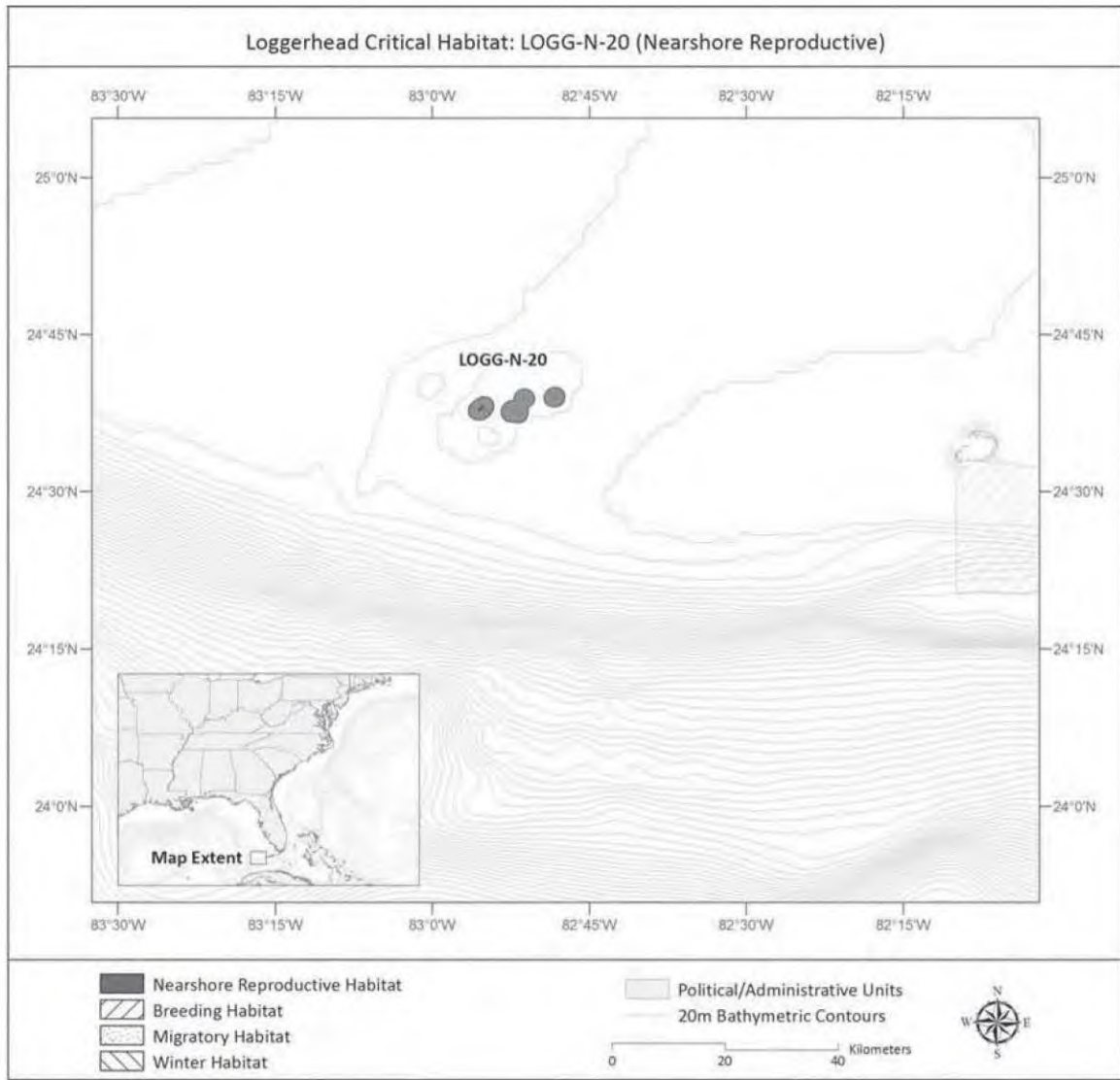


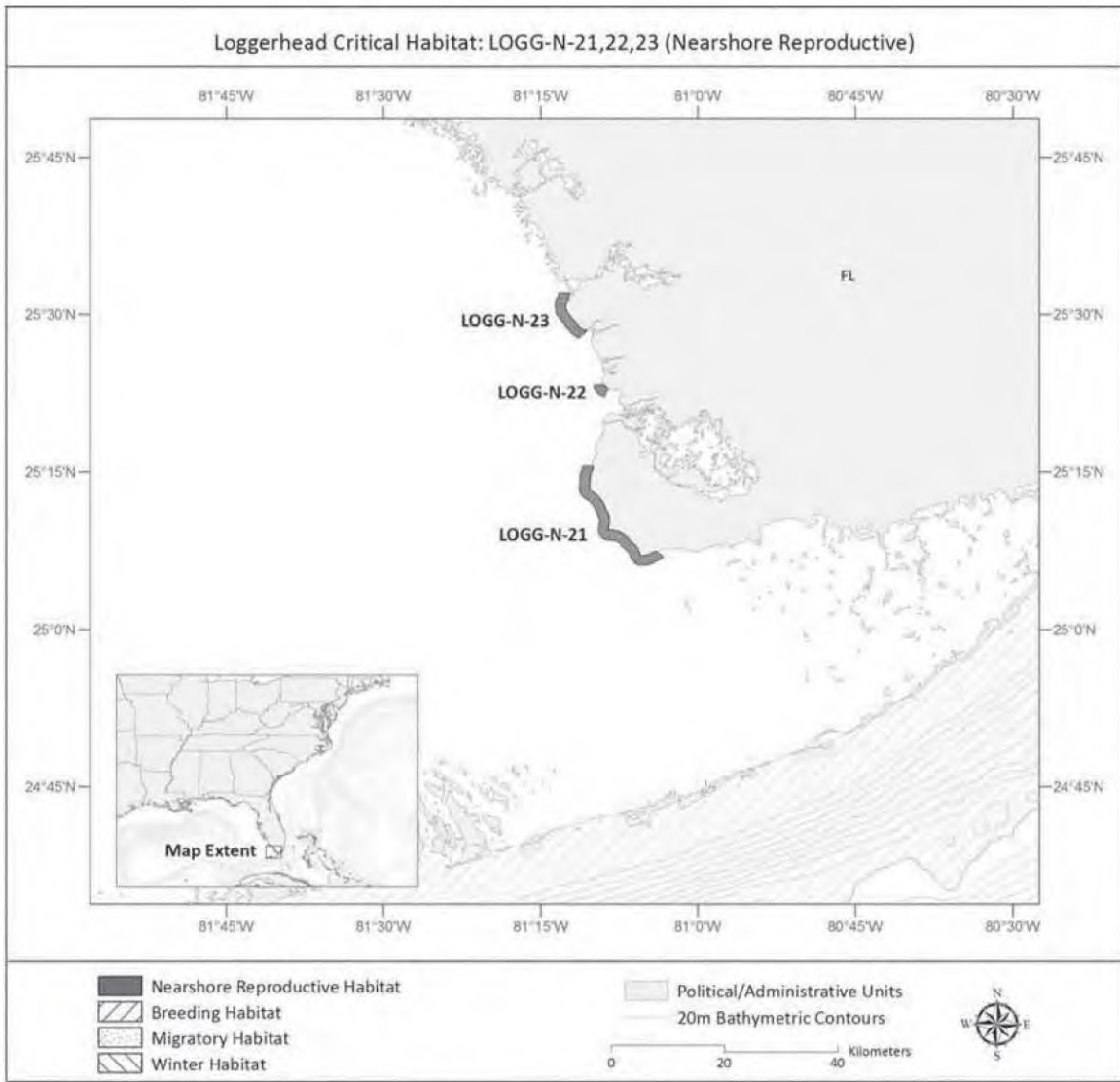


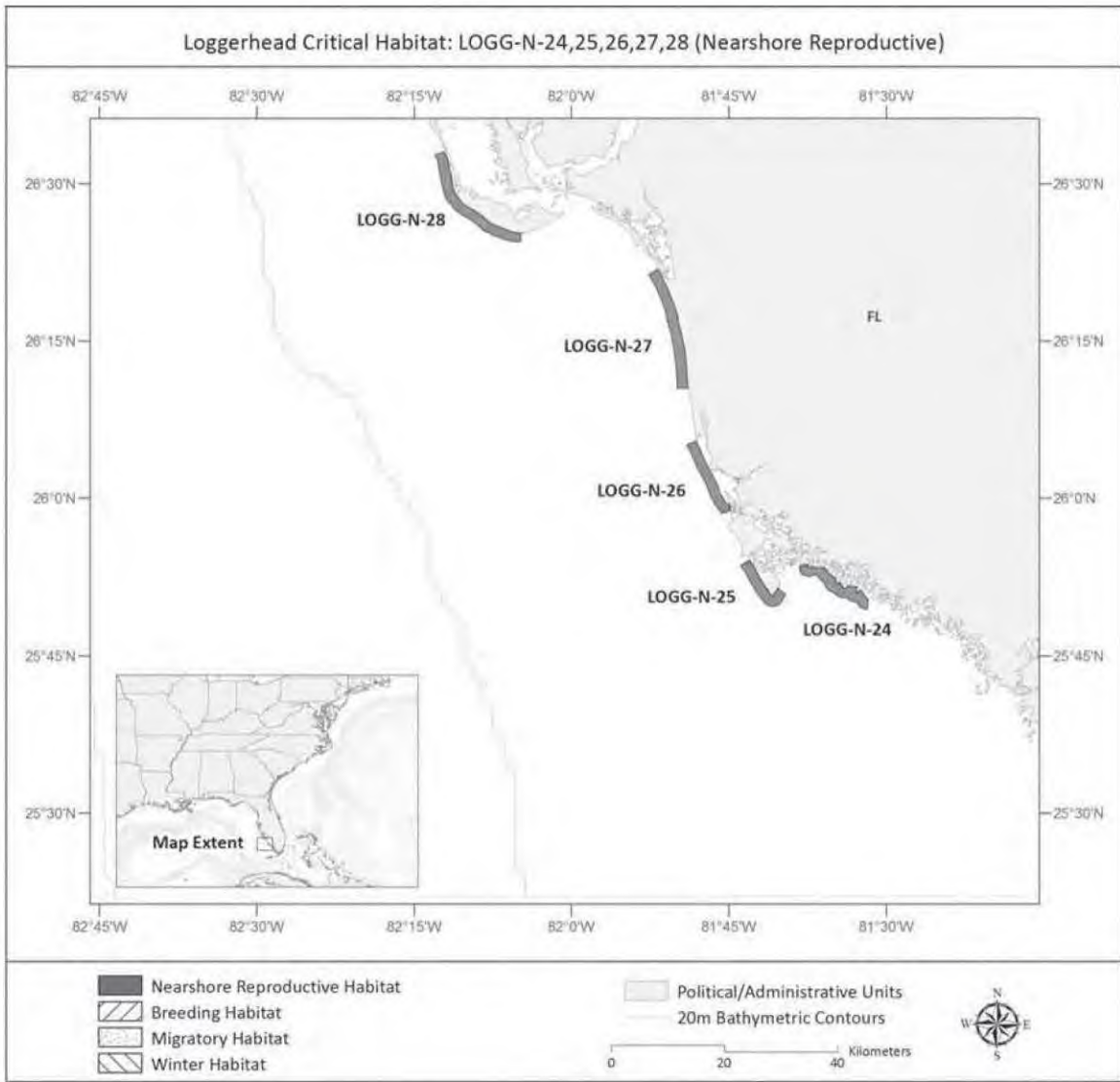


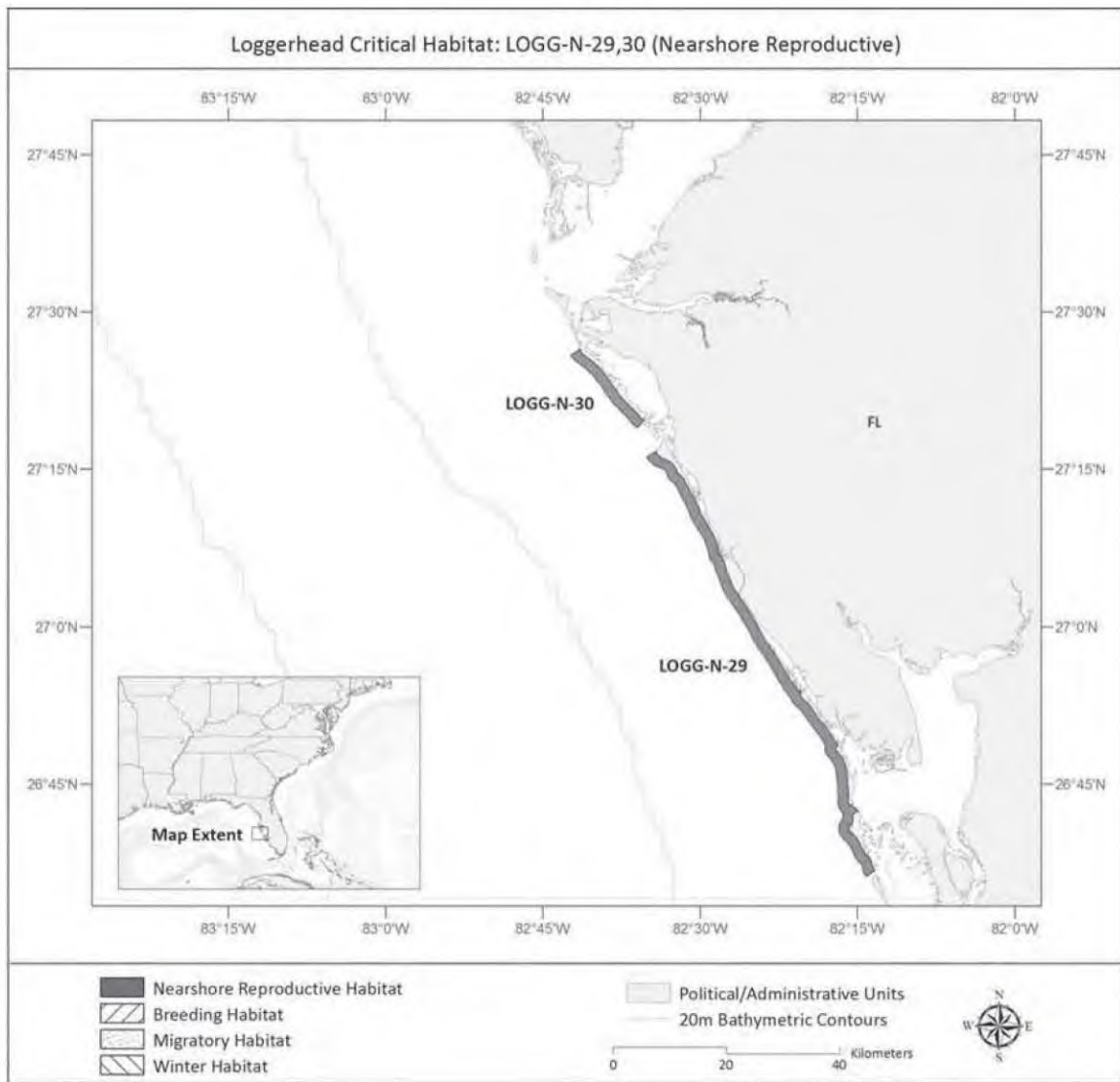


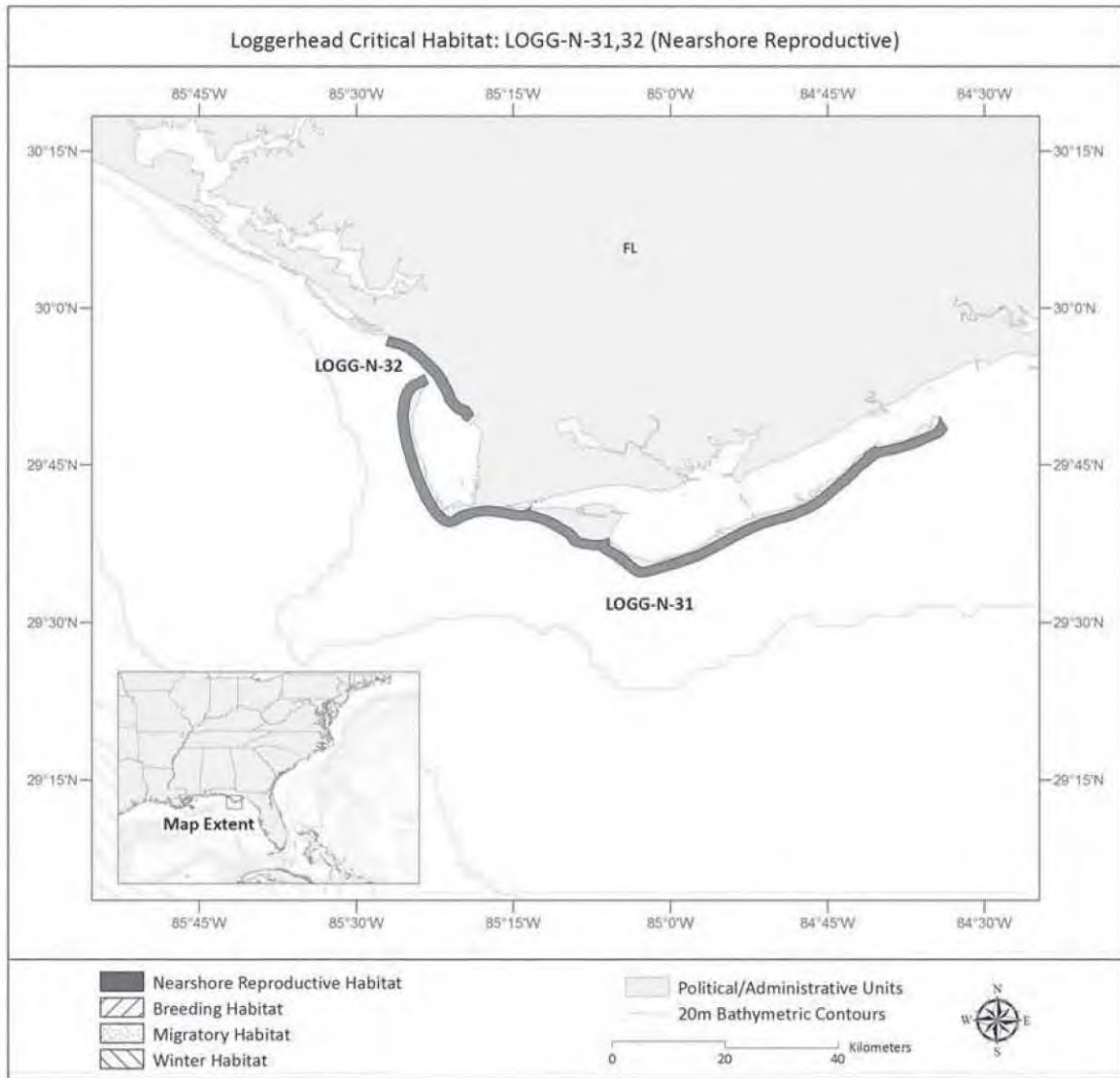


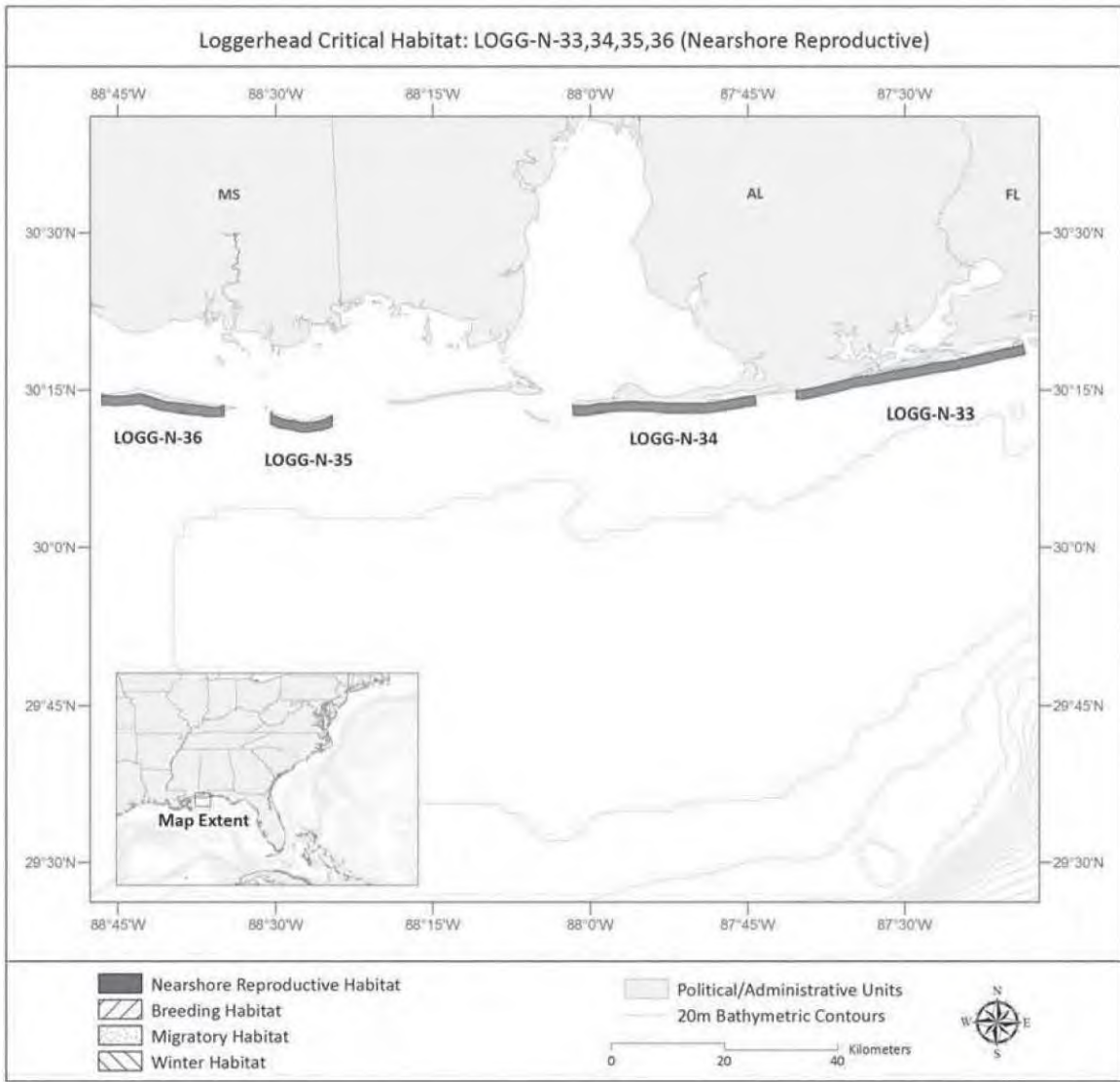












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Attachment 28

Gulf Sturgeon Critical Habitat Restriction Zone.

If additional measures or areas are deemed necessary for protection, or if the areas defined below require modification, meetings (see Section 2.4)

Table 2. Gulf sturgeon critical habitat migratory restriction zones

Water Body	Delineation Type	Point A	Point B	Point C	Point D
Escambia River		30.5146361°N 87.16093°W	30.5323916°N 7.13192°W		
Blackwater/ Yellow Rivers	Line	30.5047°N 87.0475°W	30.5047°N 87.0196583°W		
Choctawhatchee Bay	Line	30.385183°N 86.515394°W	30.3814861°N 86.50684°W		
Choctawhatchee River	Line	30.429794°N 86.147725°W	30.37842°N 86.1252°W		
Apalachicola Bay	Polygon	29.675561°N 85.240283°W	29.6751°N 85.2160583°W	29.681216°N 85.2160583°W	29.684875°N 85.221502°W
Apalachicola Bay	Polygon	29.6308694°N 85.1060027°W	29.6223194°N 85.097038°W	29.6267861°N 85.093172°W	29.63268°N 85.09687°W
Apalachicola Bay	Polygon	29.611361°N 84.958483°W	29.611872°N 84.957338°W	29.61736°N 84.95926°W	29.6161583°N 84.9626638°W
Apalachicola Bay	Polygon	29.765272°N 84.6916361°W	29.77816°N 84.6669027°W	29.78695°N 84.674269°W	29.7721°N 84.695294°W
Apalachicola River	Polygon	29.7131027°N 84.99772°W	29.7120916°N 84.9744472°W	29.734772°N 84.9701027°W	29.731505°N 84.9846027°W
Suwanee River	Line	29.328483°N 83.167525°W	29.291116°N 83.1669694°W		
Suwanee River	Line	29.291116°N, 83.1669694°W	29.2670194°N 83.0946805°W		

Lines (Points A and B) create a line marking the approximate mouth of the river. Projects on the marine side of the mouth of these rivers (i.e., areas under NMFS jurisdiction) must follow the migratory restrictions defined in this section.

Polygons (Points A-D) create an area between the points marking restricted sections of a bay or pass. Projects in these defined areas must follow the migratory restriction requirements defined in this section.

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Attachment 29

North American Right Whale Education Sign Zones.

Table 3. North Atlantic Right Whale Educational Sign Zone

Name	Latitude	Longitude
Cumberland Sound	30.719564°N	81.449467°W
Nassau Sound	30.516611°N	81.444278°W
St. John's River	30.408053°N	81.399467°W
St Augustine Inlet	29.918411°N	81.288117°W
Matanzas Inlet	29.713831°N	81.227000°W
Ponce Inlet	29.083056°N	80.916494°W
Port Canaveral	28.409306°N	80.586689°W
Sebastian Inlet	27.860833°N	80.446725°W
Fort Pierce Inlet	27.471711°N	80.290378°W
St. Lucie Inlet	27.165567°N	80.157236°W
Jupiter Inlet	26.943950°N	80.070908°W
Riviera Beach	26.772353°N	80.034508°W

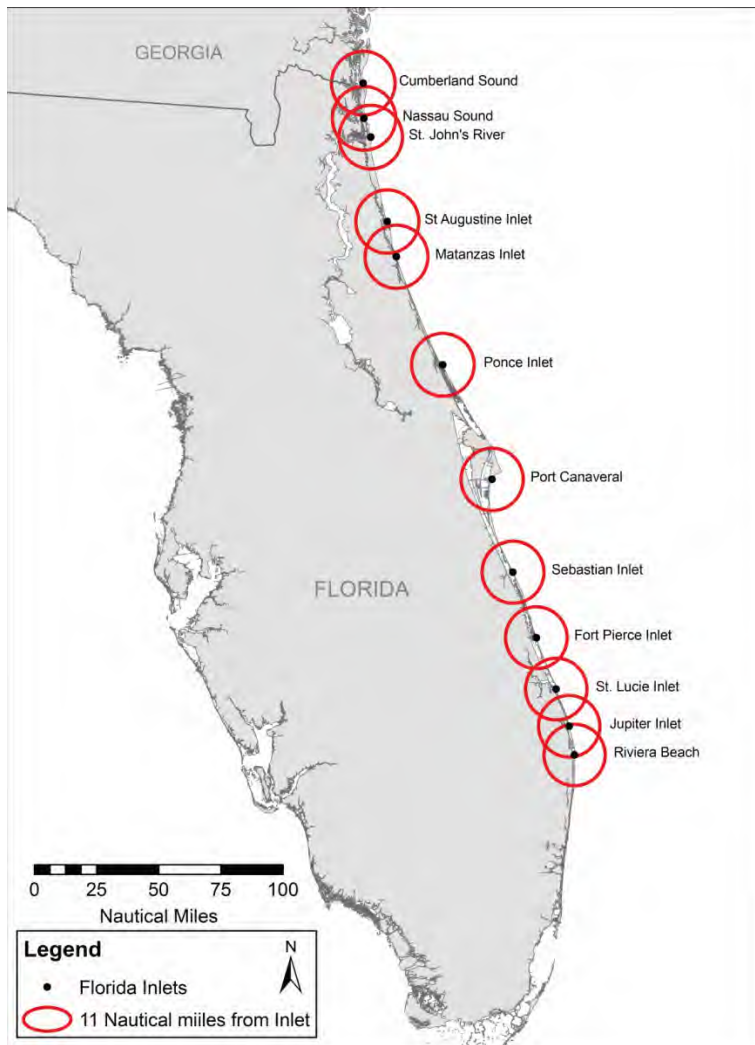


Figure 4. North Atlantic right whale educational sign zones.

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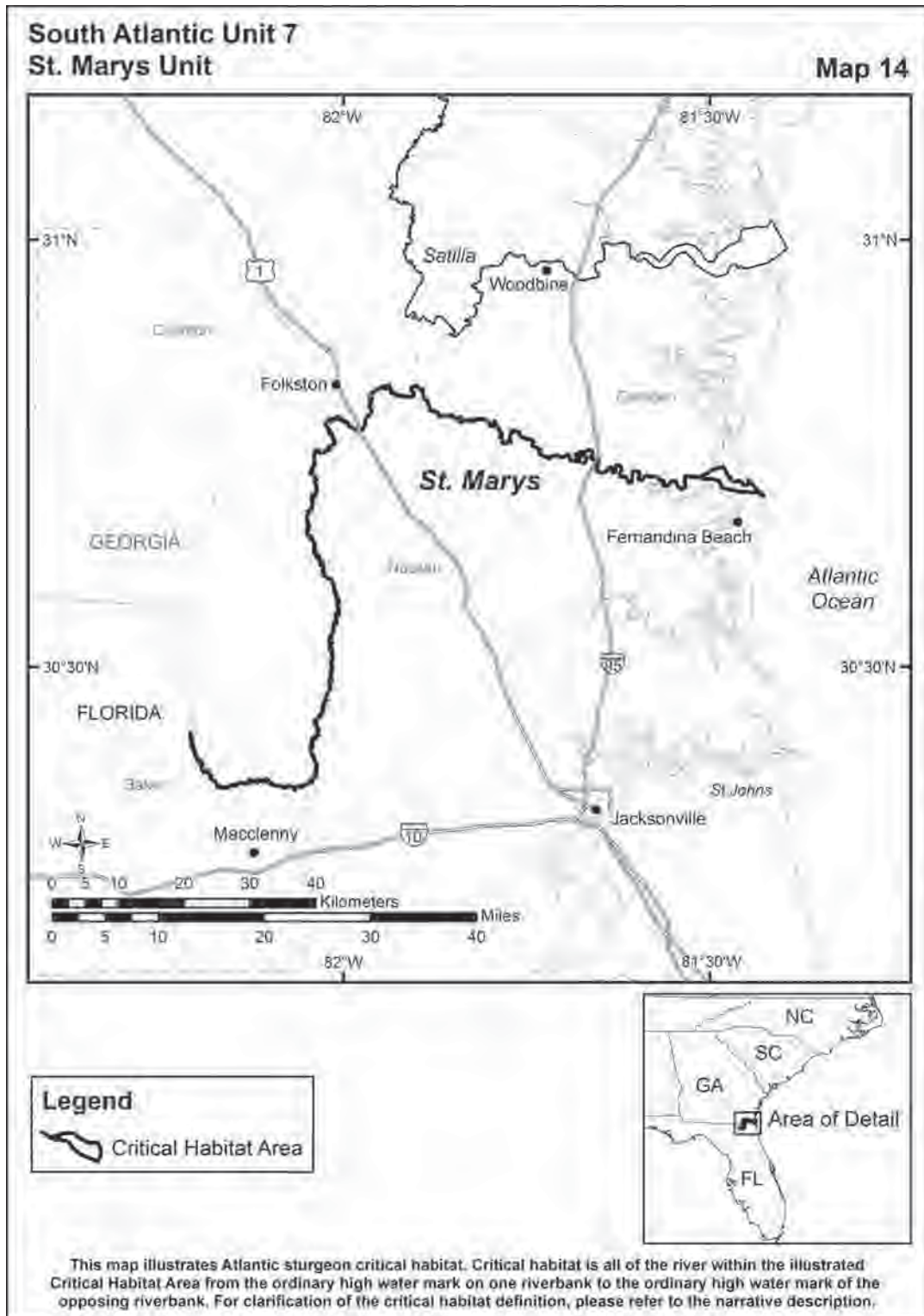


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Attachment 30

Atlantic Sturgeon Critical Habitat Exclusion Zone.



[FR Doc. 2017-17207 Filed 8-16-17; 8:45 am]

BILLING CODE 3510-22-C

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Attachment 32

Self Certification Statement of Compliance.



SELF-CERTIFICATION STATEMENT OF COMPLIANCE
SPGP V-R1

Permit Number: _____

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

M.

File Attachments for Item:

M. Consideration of a request for Commercial Site Plan Review of a RV & Boat Storage Facility on a 4.02 Acre parcel at 50 North Bayshore Drive, Eastpoint, Franklin County Florida. Request submitted by Abel Raouf Arafa, agent for Render & Pam Ward, applicants. **P&Z Board Recommended Approval.**

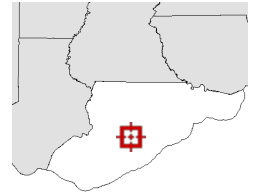
BOARD ACTION: Approve, Table, or Deny



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Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	36-08S-07W-0000-0131-0020	Alternate ID	07W08S36000001310020	Owner Address	WARD REAL ESTATE INVESTMENTS &
Sec/Twp/Rng	36-8S-7W	Class	VACANT		EQUITY TRUST COMPANY
Property Address		Acreage	4.02		P.O. BOX 242
	EASTPOINT				EASTPOINT, FL 32328

District 5
Brief Tax Description 4.02 AC M/L IN SECTION

(Note: Not to be used on legal documents)

Date created: 4/8/2021
 Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by 



APPLICATION FOR DEVELOPMENT
FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____
FEE: \$ _____
RADON: \$ _____
TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ EXPIRES: _____

- New Constuction
- Commercial
- Residential
- Substantial Improvement
- Less than Substantial

APPLICATION MUST BE COMPLETE: (Incomplete applications will be review once it has)

MAR 23 2021

Property Owner/s: Render & Pam Ward
Contact Information: Home #: _____ Cell #: 770-328-4434
Mailing Address: 916 Ward Road City/State/Zip: Warm Springs, Ga 31830
EMAIL Address: appliedaquatics@gmail.com

Contractor Name: Arafa, AbdelRaouf Business Name: Energy Conscious Design & Construction
Contact Information: Office #: 850-914-0050 Cell #: 850-814-9911
State License #: CGC060863 County Registration #: _____
Mailing Address: 2108 West 33rd. Street City/State/Zip: Panama City, FL 32405
EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: Corner of North Bayshore Drive & Old Ferry Dock Rd. 50N Bayshore Drive
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: _____

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

DESCRIPTION OF DEVELOPMENT: RV & Boat Storage
ZONING DISTRICT: Commercial CONTRACT COST: \$ 48,600.00

HEATED SQ FT: _____ UN-HEATED SQ FT: _____ TOTAL SQUARE FOOT: _____
ROOF MATERIAL: _____ FOUNDATION TYPE: _____ LOT DEMENSION: 4.02 Acres
NO. OF STORIES: _____ STORAGE SQ FOOTAGE: _____ GAS UTILITIES: _____
(Requires Building or General Contractor if over 3 habitable stories including mezzanines.) (VE Zones: 299 Sq. Foot or Less and MUST be certified breakaway construction by Engineer)

SEPTIC TANK PERMIT # _____ OR SEWER DISTRICT: _____
WATER DISTRICT: _____ OR PRIVATE WELL: _____

WATER BODY: _____
CRITICAL SHORELINE DISTRICT: YES OR NO CRITICAL HABITAT ZONE: YES OR NO

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ FIRM ZONE/S: _____

ELEVATION REQUIREMENTS AS PER SURVEY: _____

- Requires V-Zone Certification
- Requires Elevation Certificates
- Requires Smart Vents
- Requires Breakaway Walls

BUILDING OFFICIAL _____ DATE _____ FLOODPLAIN ADMIN. _____ DATE _____ OWNER/CONTRACTOR _____ DATE _____

M.



PID: 36-085-07W-0000-0131-0020

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PID: 36-085-07W-0000-0131-0020
 125 Sheldon Street
 Seaside, Florida 32138
 386A
 Phone: 850-962-2738
 Fax: 850-967-1101

January 21, 2021

Legal Description of a 4.02 Acre Tract
 Certified To: Equity Trust Company Custodian FBO Pamela D. Ward IRA 70% undivided interest and Ward Real Estate Investments, L.L.C. 30% Undivided Interest 706-616-5465.
 Kristy Branch Banks, P.A.,
 Old Republic National Title Insurance Company

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 5J-17.051, Florida Administrative Code).

Commence at a point marking the Southeast corner of the Northwest Quarter of Section 36, Township 8 South, Range 7 West, Franklin County, Florida, thence run North along the East boundary of said Northwest Quarter 564.00 feet to an iron pipe marking the East boundary of said Northwest Quarter 564.00 feet to an iron pipe marking the Southeast corner of Lot 8, Block "168" of David H. Brown Estates, Inc.'s Addition to Eastpoint, Florida, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 4 of the Public Records of Franklin County, Florida; said point also lying on the Northerly right of way boundary of Power Parkway; thence leaving said East boundary run South 86 degrees 41 minutes 56 seconds West along said Northerly right of way boundary 395.43 feet to an iron rod and cap (marked 7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 86 degrees 41 minutes 56 seconds West 317.12 feet to an iron rod and cap (marked #7160) lying on the Easterly right of way boundary of North Bayshore Drive, said point also marking a point of curve concave to the Southeast; thence run Northerly along said Easterly right of way boundary and said curve with a radius of 950.00 feet; through a central angle of 25 degrees 57 minutes 27 seconds, for an arc distance of 430.39 feet; chord being North 17 degrees 44 minutes 11 seconds East, 426.72 feet to a concrete monument (marked 2919); thence continue Northeasterly along said Easterly right of way boundary and said curve with a radius of 950.00 feet; through a central angle of 06 degrees 20 minutes 15 seconds, for an arc distance of 105.08 feet; chord being North 30 degrees 02 minutes 42 seconds East, 105.02 feet to an iron rod and cap (marked 7160) lying on the point of intersection with the Southerly right of way boundary of Old Ferry Dock Road; thence leaving said Easterly right of way boundary and said curve run South 79 degrees 57 minutes 58 seconds East along said Southerly right of way boundary 254.44 feet to a concrete monument (marked 2919) marking a point of curve to the right having a radius of 2260.56 feet; through a central angle of 02 degrees 42 minutes 13 seconds, for an arc distance of 106.66 feet; chord being South 78 degrees 36 minutes 52 seconds East

Page 1 of 2

Legal Description



DIMENSION OF THE PERIMETERS



Alternate ID: 07W08536000001310020
 Class: VACANT
 Acreage: 4.02
 Owner Address: WARD REAL ESTATE TRUST
 EQUITY TRUST
 P.O. BOX 242

FLOOD MAP

Created by
 Ecdc Inc.
 5/26

Ecdc Energy Conscious Design & Construction
 2108 W. 39th Street, Panama City, FL 32405
 (850)914-0050, ecdc.egr@gmail.com

PROJECT: SITE PLAN FOR WARD PROPERTY AT EAST POINT
 ADDRESS: OLD FERRY DOCK ROAD & NORTH BAY SHORE DR
 PID#: 36-085-07W-0000-0131-0020

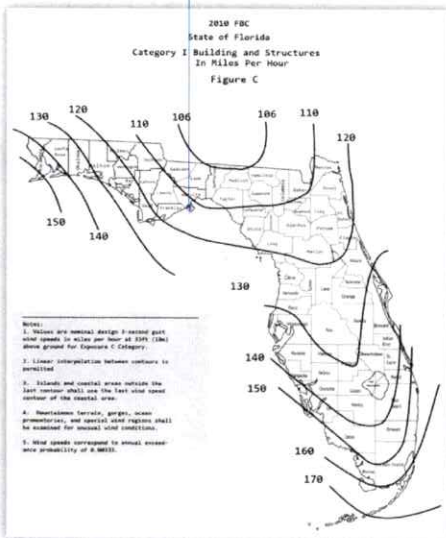
ENGINEERING DESIGNED BY:
 DR. RAOUF ARAFA, Ph.D., P.E.

DATE:
 3/30/2021
 SCALE:
 A = N
 SHEET:
 PAGE 2

SITE PLAN FOR WARD PROPERTY AT EAST POINT ENERGY CONSCIOUS DESIGN & CONSTRUCTION 120 OLD FERRY DOCK RD., EASTPOINT, FL 32328 PID#: 36-085-07W-0000-0131-0020

- 1) Scope of Work
- 2) Site Data / Legal Description
- 3) Site Plan
- 4) 3D of Site Plan
- 5) Survey

Location: Corner of North Bay Shore Dr & Old Ferry Dock Rd



SCOPE OF WORK & BUILDING SPECS
DESIGN THE SITE PLAN FOR RV & BOAT STORAGE PIN THE LOCATION OF AN OFFICE AND FEW RV AND BOAT STORAGE'S AS WELL AS THE NECESSARY PARKING. THE FOLLOWING IS THE FOCUS OF THIS DESIGN:

- CALCULATE THE RATIO OF IMPERVIOUS AREA.
- CONTAIN AND HANDLE THE RUN OFF WATER
- HANDLE THE STORM WATER THROUGH THE PROPER GRADING, SWALES, AND STORAGE

 **ECCDC Inc.**
 Seal

ECCDC Energy Conscious Design & Construction
 2105 N. 33rd Street, Panama City, FL 32405
 (850)914-0050, eccdc.egf@gmail.com

PROJECT: SITE PLAN FOR WARD PROPERTY AT EAST POINT
 ADDRESS: OLD FERRY DOCK ROAD & NORTH BAY SHORE DR
 PID#: 36-085-07W-0000-0131-0020

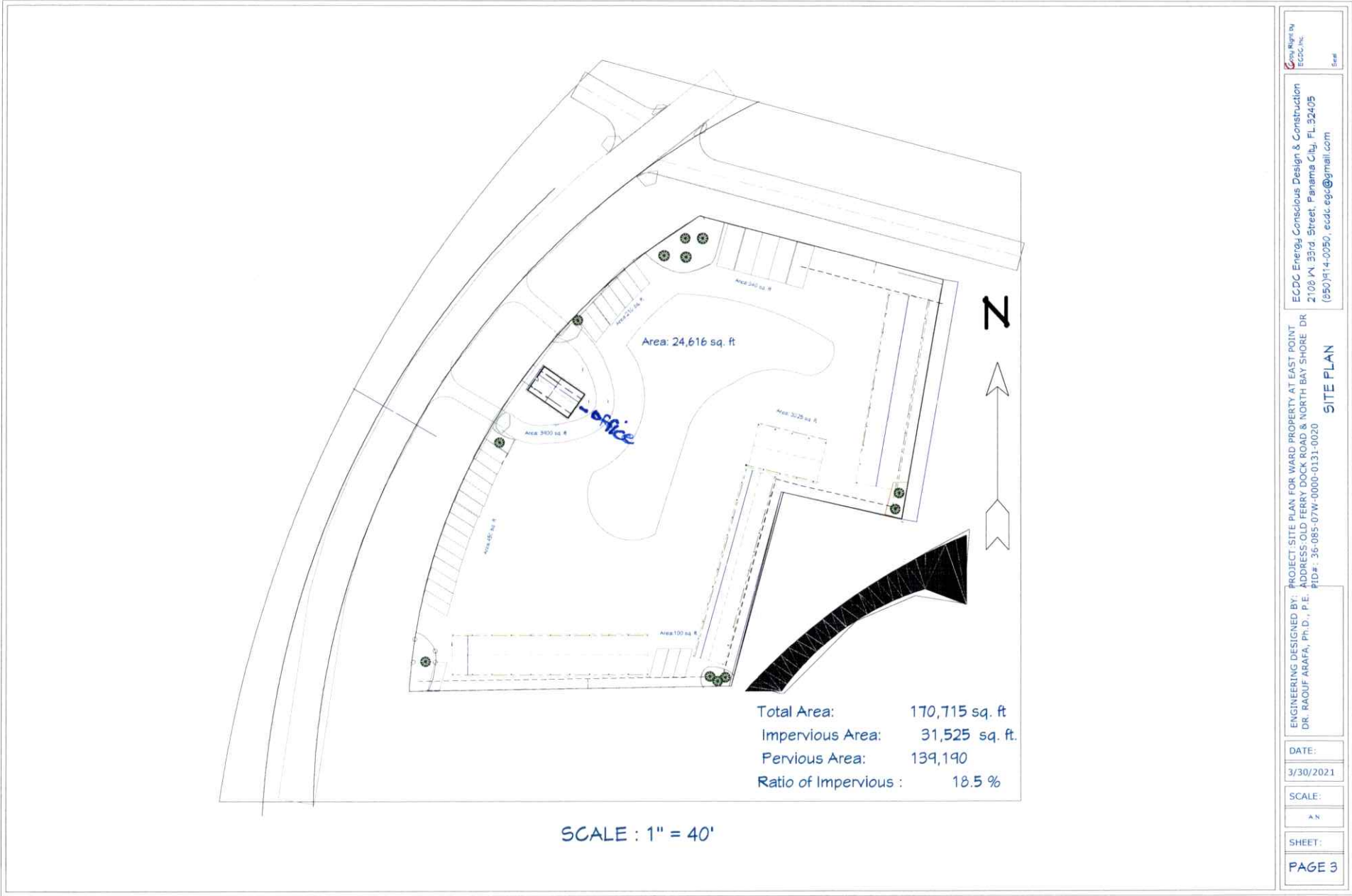
Scope of Work

DATE:
 3/30/2021

SCALE:
 A N

SHEET:
 PAGE 1

M.



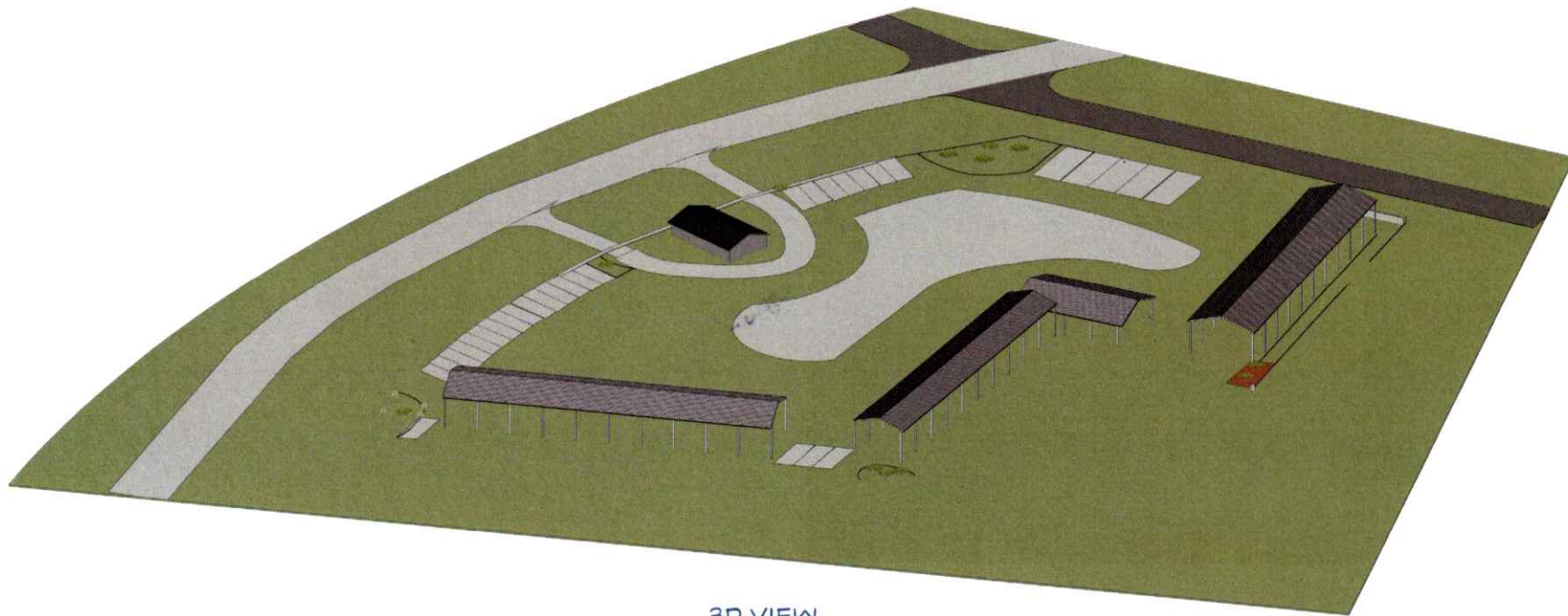
ECDC Energy
ECDC, Inc.
E-mail

ECDC Energy Conscious Design & Construction
2108 N. 33rd Street, Panama City, FL 32405
(850)914-0050, ecde.ecg@gmail.com

PROJECT: SITE PLAN FOR WARD PROPERTY AT EAST POINT
ENGINEERING DESIGNED BY: DR. RAOUF ARAFA, Ph.D., P.E.
ADDRESS: OLD FERRY DOCK ROAD & NORTH BAY SHORE DR
PID#: 36-085-07W-0000-0131-0020

DATE:
3/30/2021
SCALE:
A N
SHEET:
PAGE 3

M.



3D VIEW

SCALE : 1" = 30'

Copyright by
ECDC, Inc.
ECDC Energy Conscious Design & Construction
2108 W. 55th Street, Panama City, FL 32405
(904)914-0050, ecdc.egc@gmail.com

PROJECT: SITE PLAN FOR WARD PROPERTY AT EAST POINT
ADDRESS: OLD FERRY DOCK ROAD & NORTH BAY SHORE DR
PID#: 36-085-07W-0000-0131-0020

ENGINEERING DESIGNED BY:
DR. RAOUF ARAFA, Ph.D., P.E.

DATE:
3/30/2021

SCALE:
A N

SHEET:
PAGE 4

3 D of THE SITE PLAN

N.

File Attachments for Item:

N. Consideration of a request for Commercial Site Plan Review of a 49.11 5/8 x 51.11 5/8 Firetruck Garage on a 0.344 acre parcel located at 37 Tom Roberts Road, Alligator Point, Frankling County, Florida. Request submitted by Paul Parker, Agent for The Alligator Point Volunteer Fire Department, applicant. **P&Z Board Recommended Approval.**

BOARD ACTION: Approve, Table, or Deny



N.

APPLICATION FOR DEVELOPMENT

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____

FEE: \$ _____
RADON: \$ _____
FLOOD: \$ _____
C.S.I.: \$ _____
TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:
VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ EXPIRES: _____

- New Constuction
- Commercial
- Residential
- Substantial Improvement
- Less than Substantial

APPLICATION MUST BE COMPLETE: (We will no longer accept incomplete applications)

Property Owner/s: Alligator Point Volunteer Fire Department
Contact Information: Home #: _____ Cell #: 850-566-6200
P.O. Box 291
Mailing Address: _____ City/State/Zip: Panacea FL 32346
EMAIL Address: Paul@harborpointrealty.com

Contractor Name: _____ Business Name: _____
Contact Information: Office #: _____ Cell #: _____
State License #: _____ County Registration #: _____
Mailing Address: _____ City/State/Zip: _____
EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 37 Tom Roberts Rd on Alligator Point
Lot/s: 7 Block: _____ Subdivision: Southwest Cape Unit: _____
Parcel Identification #: 06-07S-01W-1002-0000-0070

JURISDICTION: Franklin Coun City of Carrabelle
 Apalachicola Eastpoint St. George Island Carrabelle Dog Island Lanark/ St. James St. Teresa Alligator Point

DESCRIPTION OF DEVELOPMENT: New firetruck garage - no meeting or office space or bathroom
ZONING DISTRICT: R-1 CONTRACT COST: 120,000 estimated

HEATED SQ FT: 1200 UN-HEATED SQ FT: 0 TOTAL SQUARE FOOT: 1200
ROOF MATERIAL: metal FOUNDATION TYPE: slab LOT DEMENSION: 100x150
NO. OF STORIES: 1 UNDERNEATH STORAGE SQ FOOTAGE: _____

(Requires Building or General Contractor if over 3 habitable stories including mezzanines.) (VE Zones: 299 Sq. Foot or Less and MUST be certified breakaway construction by Engineer)

SEPTIC TANK PERMIT #: _____ OR SEWER DISTRICT: _____
WATER DISTRICT: Alligator Point OR PRIVATE WELL: _____

WATER BODY: Alligator Harbor
CRITICAL SHORELINE DISTRICT: YES OR NO CRITICAL HABITAT ZONE: YES OR NO

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ FIRM ZONE/S: X Zone

ELEVATION REQUIREMENTS AS PER SURVEY:
 Requires V-Zone Certification Requires Elevation Certificates Requires Smart Vents Requires Breakaway Walls

Paul B Parker, Board Member 5/3/21

SUPPLEMENT N. APPLICATION

1- Proposed Alteration of the Land:

- Determination of COE & DEP Wetlands: _____
- Amount and location of Fill to be placed on property: _____
- Percentage of land to be placed in impervious surface: _____

2- Critical Shoreline Inspection:

- Construction to be a minimum of 50 feet from the mean high water or wetland: _____
(Must be indicated on submitted site plan)
- Construction within 50 feet of the mean high water or wetlands: _____
- Attach the Board of Adjustment Approval: Date of Approval: _____
(Expires One Year From Approval Date)

3- Elevation Requirements:

- FLOOD ZONE: _____ BASE FLOOD ELEVATION: _____
- LOWEST BASE FLOOD ELEVATION AT BUILDING SITE: _____
- A/AE/AH/AO ZONES: Elevation of bottom of the first floor: _____
- VE Zones: Elevation of the first floor horizontal support structure: _____

DEVELOPMENT APPLICATION CHECKLIST

RESIDENTIAL:

- _____ Application
- _____ Supplemental Application
- _____ Boundary Survey (Non-Flood Zones)
- _____ Site Plan
- _____ Septic Tank Permit
- _____ Energy Code Form
- _____ 2 Complete Sets of Building Plans
- Wind Load Analysis Engineered
- _____ State Permits
- DEP Permits COE Permits FDOT Permits
- _____ Structure Height & Number of Stories Affidavit
- _____ Portable Toilet Agreement
- _____ Owner/Builder Affidavit
- _____ Dumpster Affidavit
- _____ Termite Affidavit
- _____ Turtle Light Affidavit (If Applicable)
- _____ Recorded Notice of Commencement

FORMS REQUIRED IN FLOOD ZONES: (Additional)

- _____ Topographical Survey
- _____ Flood Plain Management Review (Requires Permit)
- _____ V Zone Certification (If Applicable)
- _____ Smart Vent Certification (If Applicable)
- _____ Elevation Affidavit

COMMERCIAL: (Additional to Residential)

- _____ P&Z Approval Notice
- _____ BOA Approval Notice
- _____ BCC Approval Notice
- _____ DEP Storm Water Permit/Exemption
- _____ DBR Approval
- _____ Parking Plan
- _____ Flood Proofing Certification (If Applicable)

SUB-CONTRACTOR LIST

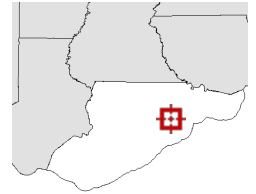
PLEASE BE ADVISED THAT ALL CONTRACTORS DOING WORK IN FRANKLIN COUNTY MUST BE REGISTERED IN FRANKLIN COUNTY PRIOR TO PERFORMING ANY WORK IN THIS COUNTY. ALL GENERAL, RESIDENTIAL & BUILDING, ELECTRICAL, PLUMBING, HVAC & ROOFING CONTRACTOR'S ARE REQUIRED TO PULL PERMITS ON ALL NEW, RENOVATIONS, REMODEL PROJECTS.

CONTRACTOR OR OWNER HAS CONTRACTED WITH THE FOLLOWING (OWNER/BUILDERS ARE NOT ALLOWED TO HIRE SPECIALTY FRAMING CONTRACTORS) ALL CONTRACTOR'S & SUBCONTRACTOR'S MUST BE REGISTERED WITH FRANKLIN COUNTY AND ALL APPLICABLE PERMITS MUST BE OBTAINED BEFORE COMMENCING WORK.

- | | |
|---|---|
| Contractor: _____ <input type="checkbox"/> Registered | Insulation: _____ <input type="checkbox"/> Registered |
| Electrical: _____ <input type="checkbox"/> Registered | Painting: _____ <input type="checkbox"/> Registered |
| Plumbing: _____ <input type="checkbox"/> Registered | Framing: _____ <input type="checkbox"/> Registered |
| HVAC: _____ <input type="checkbox"/> Registered | Masonry: _____ <input type="checkbox"/> Registered |
| Roofing: _____ <input type="checkbox"/> Registered | Tile: _____ <input type="checkbox"/> Registered |
| Piling: _____ <input type="checkbox"/> Registered | Other: _____ <input type="checkbox"/> Registered |
| Concrete: _____ <input type="checkbox"/> Registered | Other: _____ <input type="checkbox"/> Registered |
| \$ _____ <input type="checkbox"/> Registered | Other: _____ <input type="checkbox"/> Registered |



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	06-07S-01W-1002-0000-0070	Alternate ID	01W07S06100200000070	Owner Address	ALLIGATOR POINT VOL.FIRE DEPT.
Sec/Twp/Rng	--	Class	COUNTY		PO.BOX 291
Property Address		Acreege	0.344		PANACEA, FL 32346
District	7				
Brief Tax Description	SOUTHWEST CAPE, LOT 7				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/24/2021
 Last Data Uploaded: 5/24/2021 7:47:02 AM

Developed by Schneider
 GEOSPATIAL

O.

File Attachments for Item:

O. Consideration of a request for a Public Hearing to re-zone a 2.01 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2332 Highway 98 East, Lanark, Franklin County, Florida, from C-4 Mixed use Residential to R-1A Single Family Residential Subdivision District. Request submitted by Melinda Carroll & Vicki Williams, applicants. **P&Z Board Recommended Approval for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PROPERTY OWNER'S NAME: Melinda M. Carroll & Vicki L. Williams
MAILING ADDRESS: 8393 Inverness Dr. City/State/Zip: Tallahassee, FL 32312
PHONE #: _____ CELL #: (850) 545-3596 EMAIL: MelindaCarroll@comcast.net

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

PROPERTY DESCRIPTION: 911 Address: 2332 Hwy. 98 East, Lanark Village, FL 32322
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 12-075-04W-0000-0370-0000

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

ACREAGE: 2.01

CURRENT ZONING: C-4 CURRENT LAND USE: Vacant

REQUESTED ZONING: R-1A REQUESTED LAND USE: 6 residential lots

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

PLANNING & ZONING DATE: _____

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

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

PUBLIC HEARING DATE: _____
 APPROVED DENIED TABLED
CONDITIONS: _____

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

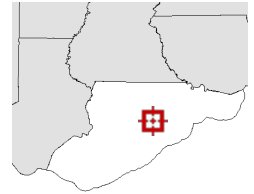
Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320



0.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	12-07S-04W-0000-0370-0000	Alternate ID	04W07S12000003700000	Owner Address	CARROLL MELINDA M & WILLIAMS VICKI LYNN AS JOINT TENANTS W/R/O/S 8393 INVERNESS DRIVE TALLAHASSEE, FL 32312
Sec/Twp/Rng	12-7S-4W	Class	VACANT		
Property Address	2332 HIGHWAY 98 E	Acreage	2		
District	6				
Brief Tax Description	A PARCEL BEING 2 AC M/L <i>(Note: Not to be used on legal documents)</i>				

Date created: 4/29/2021
Last Data Uploaded: 4/29/2021 3:02:22 AM

Developed by 

DESCRIPTION OF REQUEST FOR REZONING

Request that current 2.01 Acres zoned C-4 (Commercial/Residential) be rezoned to R-1A. If rezoning is approved by the Commission, we will have the property re-surveyed to divide the property into 6 residential lots approximately 1/3 acre each. There is more of a demand for residential lots on the water than a commercial establishment in our current real estate market.

Thank you for your consideration of our request.

Melinda M. Carroll

Vicki L. Williams

33—Scranton fine sand. This poorly drained, nearly level soil is in broad areas in the flatwoods. Slopes range from 0 to 2 percent. Individual areas are irregular in shape and range from 5 to 200 acres in size.

Typically, the surface layer is very dark gray fine sand about 7 inches thick. The underlying material to a depth of 80 inches or more is fine sand. The upper 15 inches is light gray and has patches of dark gray and very dark gray. The next 24 inches is dark gray and has patches of gray and light brownish gray. The lower 34 inches or more is grayish brown and has patches of light gray.

Included with this soil in mapping are small areas of Duckston, Leon, Meadowbrook, Plummer, Ridgewood, and Rutlege soils and areas of Scranton soils that are very poorly drained. The poorly drained Leon, Meadowbrook, and Plummer soils are in landscape positions similar to those of the Scranton soil. The somewhat poorly drained Ridgewood soils are on slight knolls. The poorly drained Duckston soils are in landscape positions similar to those of the Scranton soil, in areas adjacent to coastal waters. The very poorly drained Scranton soils are on the slightly lower savannahs and in the higher areas in swamps. The very poorly drained Rutlege soils are in broad, low-lying swamps and on narrow flood plains along small creeks. Also included are soils that are similar to the Scranton soil but have a stained subsoil below a depth of 50 inches. These soils are in landscape positions similar to those of the Scranton soil.

On 95 percent of the acreage mapped as Scranton fine sand, Scranton and similar soils make up 77 to 100 percent of the mapped areas.

The Scranton soil has a seasonal high water table at a depth of 6 to 18 inches for 3 to 6 months in most years. The available water capacity is low. Permeability is rapid. The content of organic matter is moderately low or moderate. Natural fertility is low.

Most areas are used for the production of pine trees. The natural vegetation consists of slash pine, widely scattered cypress, and blackgum and an understory of saw palmetto, gallberry, waxmyrtle, black titi, swamp cyrilla, and fetterbush lyonia.

This soil is poorly suited to cultivated crops because of the wetness and the low fertility. The number of adapted crops that can be grown is limited unless intensive management practices are applied. A water-control system removes excess water during wet periods and provides for surface irrigation during dry periods. Row crops can be rotated with close-growing, soil-improving crops. Incorporating crop residue, including that of soil-improving crops, into the soil increases the content of organic matter. Seedbed preparation, including bedding of rows, helps to

overcome the wetness. Applications of fertilizer and lime can increase crop yields.

This soil is moderately suited to pasture and hay. A surface water management system helps to overcome the wetness. Applications of fertilizer and the proper selection of adapted grasses and legumes increase yields. Proper stocking rates, pasture rotation, and restricted grazing during wet periods help to keep the pasture in good condition.

Typically, this soil supports vegetation that is characteristic of the North Florida Flatwoods range site. If good management practices are applied, this site has the potential to produce significant amounts of creeping bluestem, lopsided indiagrass, chalky bluestem, and Curtis dropseed. If the range deteriorates because of poor management practices, the site is dominated by saw palmetto and wiregrass.

This soil is moderately suited to the production of pine trees. It is limited mainly by the seasonal wetness, which can restrict the use of equipment and cause plant competition. Potential productivity is medium or high for slash pine. Site preparation, such as chopping, burning, and bedding, removes debris, minimizes plant competition, facilitates planting, and reduces the seedling mortality rate. Using special equipment, such as rubber-tired or crawler machinery, and harvesting during dry periods minimize soil compaction and root damage during thinning activities. Using a harvesting system that leaves plant debris distributed over the site helps to maintain the content of organic matter.

This soil is poorly suited to use as a site for homes, small commercial buildings, and local roads and streets because of the wetness. On sites for septic tank absorption fields, mounding increases the depth to the seasonal high water table. If adequate outlets are available, a drainage system can lower the water table. Adding suitable fill material to elevate roadbeds and building sites helps to overcome the wetness. Installing a drainage system and selecting adapted species can help to establish lawn grasses and landscaping plants.

If areas of this soil are developed for recreational uses, such as playgrounds, picnic areas, and paths or trails, stabilizing the sandy surface layer by adding suitable topsoil or some other material helps to prevent excessive erosion.

The capability subclass is IVw. The woodland ordination symbol is 10W.

34—Surrency fine sand. This very poorly drained, nearly level soil is in shallow depressions, along small streams, and in poorly defined drainageways. Slopes range from 0 to 2 percent. Individual areas are elliptical or irregularly shaped and range from 5 to 200 acres in size.

O.

Return to: (enclose self-addressed stamped envelope)

RAMCO FORM NO. 01

Name:

WARRANTY DEED
INDIVID. TO INDIVID.

Address:

Continental Paper & Printing Co., Inc., 1987

This Instrument Prepared by:

Address: **W. B. MILLER III**
2308 HWY. 98 E. - CARRABELLE, FL
Property Appraiser's Parcel Identification (Folio Number(s)): 32322

Inst: 201519000480 Date: 1/29/2015 Time: 8:50 AM
Doc Stamp-Deed: 0.70
RC DC, Marcia Johnson, Franklin County B:1137 P:385

Grantee(s) S.S. #[s]

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed, Made the 22nd day of APRIL, 2013, by

W. B. MILLER III
hereinafter called the Grantor, to MELINDA M. CARROLL AND VICKI LYNN WILLIAMS, AS
whose post office address is JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
hereinafter called the Grantee. 8393 INVERNESS DR. - TALLAHASSEE, FL 32312

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$ 100.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the Grantee all that certain land, situate in FRANKLIN
County, State of FLORIDA, viz:

" SEE ATTACHED LEGAL DESCRIPTIONS "

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

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all
encumbrances, except taxes accruing subsequent to December 31, 2012

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:

Cherice Woods
Witness Signature (as to first Grantor)

Cherice Woods
Printed Name

Darlean F. Shiver
Witness Signature (as to first Grantor)

Darlean F. Shiver
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

W. B. Miller III
Grantor Signature

W. B. MILLER III
Printed Name

2308 HWY 98 E. - CARRABELLE, FL
Post Office Address 32322

Co-Grantor Signature, if any

Printed Name

Post Office Address

STATE OF FLORIDA)
COUNTY OF FRANKLIN)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

W. B. MILLER III
known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he
executed the same, and an oath was not taken. (Check one: Said person(s) is/are personally known to me. Said person(s) provided the following
type of identification: FL DL



Witness my hand and official seal in the County and State last aforesaid this
25th day of APRIL, 2013, A.D. 19
Kathy L Creamer
Notary Signature
Kathy L Creamer
Printed Notary Signature

0

V O T 1 0

2
W. B. M. III

EXHIBIT "A" PAGE 1

PARCELS #1 & #2

Legal description 14 12-07S-04W-0000-0410-0000

Commencing at the South corner of Block 20, Unit 5, Lanark Village, Plat book 3, page 7, Franklin county, Florida, thence North 37 degrees 51 minutes 20 seconds West 519.04 feet to a point, thence south 50 degrees 08 minutes West 187.41 feet to the POINT OF BEGINNING, thence South 50 degrees 08 minutes West 137.41 feet to a point, thence North 39 degrees 52 minutes West 113.05 feet to a point, thence North 50 degrees 08 minutes East 139.39 feet to a point, thence South 38 degrees 51 minutes 51 seconds East 113.13 feet to the P.O.B.
Containing 0.36 acres more or less.

LEGAL DESCRIPTION # 11

Commencing at the South corner of Block 20, Unit 5, Lanark Village, Plat book 3 page 7, Franklin county, Florida, public records, thence North 37 degrees 51 minutes 20 seconds West 418.98 feet to a point, thence South 50 degrees 08 minutes West 171.30 feet to the POINT OF BEGINNING, thence South 39 degrees 52 minutes East 100.0 feet to a point, thence South 50 degrees 08 minutes West 100.0 feet to a point, thence North 39 degrees 52 minutes West 100.0 feet to a point, thence North 50 degrees 08 minutes East 100.0 feet to the P.O.B.
Containing 0.23 acres more or less.

the following described land, lying and being in Franklin County, Florida, and described as follows:

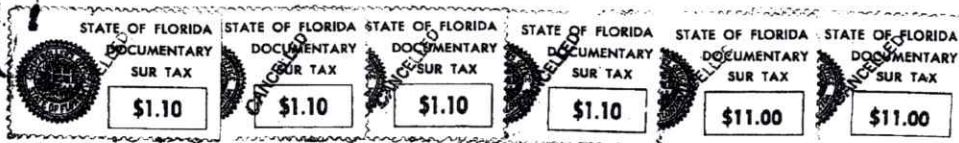
PARCEL #3

ID#-12-07S-04W-0000-0370-0000

A parcel of land in Fractional Sections 12 and 13, Township 7 South, Range 4 West, in Franklin County, Florida; the said lands having been a part of the subdivision of Lanark-on-the-Gulf, the plat of which was recorded in Deed Record "G", Page 667, and which said lands were later condemned by the United States, and used for the Camp Gordon Johnston Military Reservation, together with the streets and public ways, described as follows:

Begin at a point marked by a concrete monument 178.78 feet South and 847.9 feet East of the Southwest corner of Fractional Section 12 and run thence North 36° 11' 10" West 1002.7 feet; thence North 50° 50' 40" East 142.15 feet; thence North 44° 44' 40" East 282.32 feet; thence North 50° 50' 40" East 172 feet; thence South 37° 51' 20" East 1476.52 feet to a point on the average highwater mark on St. George Sound; thence along the average high water mark of St. George Sound as follows: South 77° 02' West 187.45 feet; thence South 67° 40' 10" West 386.6 feet; thence South 58° 04' 50" West 88.4 feet; thence leave St. George Sound and run North 36° 11' 10" West 241.82 feet to the point of beginning;

Excepting a parcel described as follows: Begin at a concrete monument which is 178.98 feet South and 847.9 feet East of the Southwest corner of Section 12, Township 7 South, range 4 West, and run South 36° 11' 10" East 241.82 feet to a point on mean high tide of St. George Sound; thence North 58° 04' 50" East 88.4 feet along water edge of St. George Sound; thence North 67° 40' 10" East 241.9 feet along water edge of St. George Sound; thence leave St. George Sound and



O.

3
M.B.M.III

PARCEL #3 CONT.

run North 39° 52' West 525.13 feet for point of beginning; thence continue North 39° 52' West 150 feet; thence South 50° 08' West 200 feet; thence South 39° 52' East 150 feet; thence North 50° 08' East 200 feet to point of beginning, containing 0.638 of an acre more or less. This parcel is also designated as WAA Parcel #154 and WAA Parcel #153.

Except also: WAA Parcel #147 described as follows: Begin at Northeast corner of parcel last above described and run North 39° 52' West 200 feet for point of beginning; thence continue North 39° 52' West 150 feet; thence South 50° 08' West 100 feet; thence South 39° 52' East 150 feet; thence North 50° 08' East 100 feet to point of beginning, containing 0.344 of an acre more or less.

Except also: The South or Southerly 100 feet of Lot No. 390 and all of Fractional Lot No. 391, in Block 73, of above described Lanark-on-the-Gulf.

Except also: Begin at the Southeast corner of Fractional Lot No. 391 in Block 73 of Lanark-on-the-Gulf, last above described, and run South 37° 51' 20" East 50 feet for point of beginning; thence South 50° 08' West 268.5 feet; thence South 39° 52' East 150 feet; thence North 50° 08' East 50 feet; thence South 39° 52' East 150 feet; thence South 50° 08' East 209 feet; thence North 37° 51' 20" West 300 feet to the point of beginning, containing 1.65 acres, more or less;

Except also: WAA Parcels #165 and #166 described as follows: Begin at the Southeast corner of parcel last described above and run South 37° 51' 20" East 50 feet for point of beginning; thence South 50° 08' West 257.4 feet; thence South 39° 52' East 300 feet; thence North 50° 08' East 200 feet; thence North 39° 52' West 200 feet; thence North 50° 08' East 53.4 feet; thence North 37° 51' 20" West 100 feet to point of beginning, containing 1.5 acres, more or less. (A portion of WAA Parcel #166 described above lies in Highway 98);

Except also: A parcel of land owned by The Community Church, Inc., and described as follows: Begin at a concrete monument that marks the Northwest corner of the South one-half of Section 12, Township 7 South, Range 4 West, and run South on West line of Section 12, 2200 feet to an iron pin; turn 129° 30' left and run 253.04 feet to a PRM; then turn 7° 19' left and run 601.35 feet to PRM; then turn 171° 01' 30" left and run 20 feet; then turn 90° left and run 48.11 feet to point of beginning. From this point continue same bearing for a distance of 150 feet; then turn 88° 32' right and run 100 feet; then turn 91° 28' right for 150 feet; thence turn 88° 32' right for 100 feet to the point of beginning.

Except also: The 100-foot right of way of State Road No. 30 (U. S. 98-319) running across the South side of said lands.

EXCEPT ALSO: PARCELS SOLD

O.

4
N. B. M. II

PARCEL # 4

12-07S- 04W-0000-0350-0000

A part of Lots 558, 561, 562, 563 and 564, Block "101", of LANARK ON THE GULF, a subdivision as per map or plat thereof, recorded in Deed Book "6", Page 667, of the Public Records of Franklin County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Block "20", of LANARK VILLAGE, UNIT NO. 5, a subdivision as per map or plat thereof, recorded in Plat Book 3, Page 7, of the Public Records of Franklin County, Florida and thence run North 37 degrees 59 minutes 42 seconds West along the Westerly boundary of said Block "20" and the Easterly right of way boundary of Spring Avenue 17.84 feet, thence run South 50 degrees 43 minutes 20 seconds West 106.38 feet to an old concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 50 degrees 43 minutes 20 seconds West 199.67 feet to an old concrete monument, thence run South 37 degrees 59 minutes 42 seconds East 204.65 feet to the Northwestern right of way boundary of U. S. Highway No. 98, said point lying on a curve concave to the Southeasterly, thence run Northeasterly along said right of way boundary and along said curve with a radius of 7689.49 feet thru a central angle of 01 degree 30 minutes 23 seconds for an arc distance of 202.17 feet, the chord of said arc being North 59 degrees 01 minute 48 seconds East 202.15 feet, thence run North 37 degrees 59 minutes 42 seconds West 133.87 feet, thence run North 50 degrees 43 minutes 20 seconds East 55.36 feet to the Westerly right of way boundary of said Spring Avenue, thence run North 37 degrees 59 minutes 42 seconds West along said right of way boundary 54.11 feet, thence run South 48 degrees 34 minutes 40 seconds West 55.48 feet to an old re-rod, thence run North 39 degrees 09 minutes 39 seconds West 47.95 feet to the POINT OF BEGINNING, containing 1.07 acres, more or less.

PARCEL # 5 - UNIT 1, LOT 30-BLOCK 6- AND UNIT 1-BLOCK 5-LOT 19- LANARK VILLAGE SUBDIVISION (12-07S-04W-3141-0006-0300 AND 12-07S-04W-0005-0190)

PARCEL #6 - LOTS 13 & 14-BLOCK "F"- UNIT 1- LANARK BEACH SUBDIVISION (14-07S-04W-3131-000F-0130)

PARCEL #7 - LOT # 31- UN-RECORDED PLAT OF LANARK- BY-THE-SEA SUB-DIVISION (12-07S-04W-0000-0390-0000)

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

July 12, 2018

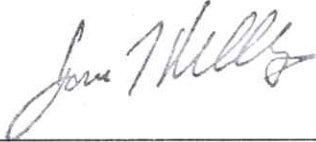
Legal Description of a 2.01 Acre Tract
Certified To: Melinda Carroll and Vicki L. Williams

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 5J- 17.051, Florida Administrative Code).

Commence at a point marking the Northwest corner of Fractional Section 13, (also being the Southwest corner of Section 12), Township 7 South, Range 4 West, Franklin County, Florida, thence run South 178.98 feet; thence run East 847.90 feet; thence run South 36 degrees 11 minutes 10 seconds East 110.39 feet to a point lying on the Southeasterly right of way boundary of U.S. Highway No.98, said point also marking a point of curve concave to the Southeasterly; thence run Northeasterly along said Southeasterly right of way boundary and said curve with a radius of 7,589.49 feet; through a central angle of 01 degree 07 minutes 56 seconds, for an arc distance of 150.00 feet; chord being North 56 degrees 25 minutes 54 seconds East 149.99 feet, thence continue Northeasterly along said Southeasterly right of way boundary and said curve with a radius of 7,589.49 feet; through a central angle of 00 degrees 22 minutes 39 seconds, for an arc distance of 50.00 feet; chord being North 56 degrees 53 minutes 19 seconds East 49.99 feet to an iron rod and cap (marked 6412) marking the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said Southeasterly right of way boundary and said curve run South 36 degrees 09 minutes 02 seconds East 150.88 feet to an iron rod and cap (marked 6412) lying on the approximate mean high water line of the St. George Sound; thence run Northeasterly and Southeasterly along said mean high water line the following eleven (11) courses: North 75 degrees 44 minutes 01 second East 69.89 feet; North 84 degrees 42 minutes 58 seconds East 13.62 feet; South 84 degrees 28 minutes 58 seconds East 39.02 feet; South 83 degrees 35 minutes 18 seconds East 24.57 feet; North 86 degrees 08 minutes 27 seconds East 27.98 feet; North 82 degrees 39 minutes 34 seconds East 34.73 feet; North 65 degrees 31 minutes 36 seconds East 37.01 feet; North 43 degrees 20 minutes 26 seconds East 59.53 feet; North 18 degrees 31 minutes 36 seconds East 34.21 feet; North 66 degrees 32 minutes 55 seconds East 97.03 feet; North 64 degrees 35 minutes 03 seconds East 19.18 feet; thence leaving said mean high water line run North 37 degrees 36 minutes 54 seconds West 223.58 feet to a nail and cap (marked 7160) lying on said Southeasterly right of way boundary and said curve; thence run Southwesterly along said Southeasterly right of way boundary and said curve with a radius of 7,589.49 feet; through a central angle of 03 degrees 05 minutes 44 seconds, for an arc distance of 410.03 feet, chord being South 58 degrees 56 minute 46 seconds West 409.98 feet to the POINT OF BEGINNING containing 2.01 acres, more or less.

2.01 Ac Tract (cont)

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



James T. Roddenberry
Surveyor and Mapper Florida
Certificate No: 4261

18-198ac2.01

7/25/18 revised

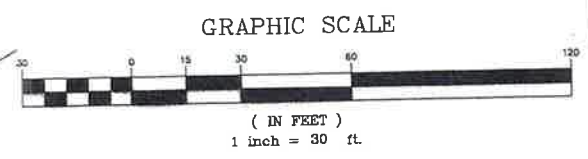
**PLAT OF BOUNDARY SURVEY CERTIFIED TO:
MELINDA CARROLL and VICKI L. WILLIAMS**

LEGEND

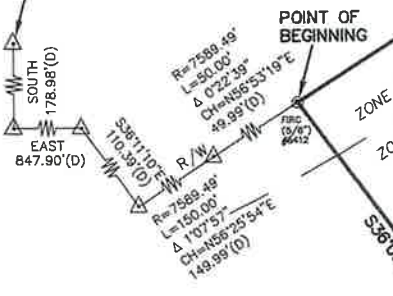
RP	RECORD PLAT
D	DEED CALL
BM	BILL MILLER PLAT
M	MEASURED
FIR	FOUND IRON ROD
FIRC	FOUND (5/8") IRON ROD AND CAP
FIP	FOUND IRON PIPE
FCM	FOUND CONCRETE MONUMENT
STRD	STATE ROAD
FAXLE	FOUND IRON AXLE (4" ROUND)
R/W	RIGHT-OF-WAY
NTS	NOT TO SCALE
△	POINT NOT SET OR FOUND
⊗	FIRE HYDRANT
RCP	ROUND CONCRETE PIPE

- NOTES:**
1. SURVEY SOURCE: Record deed, recorded plat and a field survey performed by the undersigned surveyor.
 2. BEARING REFERENCE: Southerly boundary of subject parcel being North 89 degrees 41 minutes 00 seconds West as per record plat.
 3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
 4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
 5. This survey is dependent upon EXISTING MONUMENTATION.
 6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 7. See attached sheet for legal description.

C1
 R=7689.48'
 L=50.38'
 Δ 0°22'31"
 CH=S59°23'58"W
 50.38'(M)



POINT OF COMMENCEMENT:
 THE NORTHWEST CORNER OF FRACTIONAL SECTION 13, (ALSO BEING THE SOUTHWEST CORNER OF SECTION 12), TOWNSHIP 7 SOUTH, RANGE 4 WEST, FRANKLIN COUNTY, FLORIDA.



I hereby certify that this was performed under my responsible direction and supervision and the plot and description are true and accurate to the best of my knowledge and belief. The survey meets or exceeds the standards for practice for land surveying as established by the Florida Board of Professional Surveyors and Mappers (F.A.C. 5J-17.061/.052).

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

JAMES T. RODDENBERRY
 Surveyor and Mapper
 Florida Certificate No. 4261

U.S. HIGHWAY NO. 98
 (100' R/W ~ PAVED)

2.01 ACRES±

ST. GEORGE SOUND

FLOOD ZONE INFORMATION:
 Subject property is located in Zones "VE (EL 18)", "VE (EL 19)" and "VE (EL 21)" as per Flood Insurance Rate Map Community Panel Number: 120088 0265F, Index Date: February 5, 2014, Franklin County, Florida.

REVISED 07/25/18: CORRECTED EAST BOUNDARY OF SUBJECT PARCEL-BB

TR & A	Thurman Roddenberry & Associates, Inc.		
	PROFESSIONAL SURVEYORS AND MAPPERS P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358 PHONE NUMBER: 850-962-2539 FAX NUMBER: 850-962-1193 LD 9 7160		
DATE: 07/12/18	DRAWN BY: BB	N.B.PER PLAT	COUNTY: FRANKLIN
FILE: 1819B.DWG	DATE OF LAST FIELD WORK: 07/09/18	JOB NUMBER: 18-198	

P.

File Attachments for Item:

P. ***The applicant has asked the Board of County Commissioners to withdraw this request at this time.

Consideration of a request for a Public Hearing to re-zone a 5.2 acre parcel lying in Section 36, Township 8 South, Range 7 West, located at 11 South Bay Shore Drive, Eastpoint, Franklin County, Florida from R-1 Single Family Residential District to C-3 Commercial Recreation District. Request submitted by Jana Poirier, Agent for Thoe Sereebutra, applicant. **P&Z Board Recommended Denial for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

P.

To whom it may concern:

At this time, we would like to withdraw our application from the June BOCC meeting concerning 11 S. Bayshore Dr. We would like some time to address the neighbors' concerns directly with them and attempt to come to a solution before bringing this before the BOCC.

Kind Regards,
Jana Poirier



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PROPERTY OWNER'S NAME: Theo Sereebutra

MAILING ADDRESS: 3322 Littleport Lane NW City/State/Zip: Acworth GA 30101

PHONE #: 678.574.6095 CELL #: 770.713.6927 EMAIL: theo@h-slaw.com

AGENT'S NAME: Jana Poirier

MAILING ADDRESS: 865 Dakota Drive City/State/Zip: Auburn, AL 36832

PHONE #: 334-707-7281 CELL #: 334-707-7281 EMAIL: janapoirier@gmail.com

PROPERTY DESCRIPTION: 911 Address: 11 S Bayshore Dr Lot/s: na Block:na Subdivision:na Unit: na

Parcel Identification #: 36-08S-07W-0000-0410-0000

JURISDICTION: Franklin County

Apalachicola Eastpoint St. George Island Carrabelle Dog Island Lanark/ St. James St. Teresa Alligator Point

ACREAGE: 5.2

CURRENT ZONING: R-1

CURRENT LAND USE: S BAYSHR BF (Vacant)

REQUESTED ZONING: C-3

REQUESTED LAND USE: RV Park

LEGAL DESCRIPTION OF THE PROPERTY: (Attached)

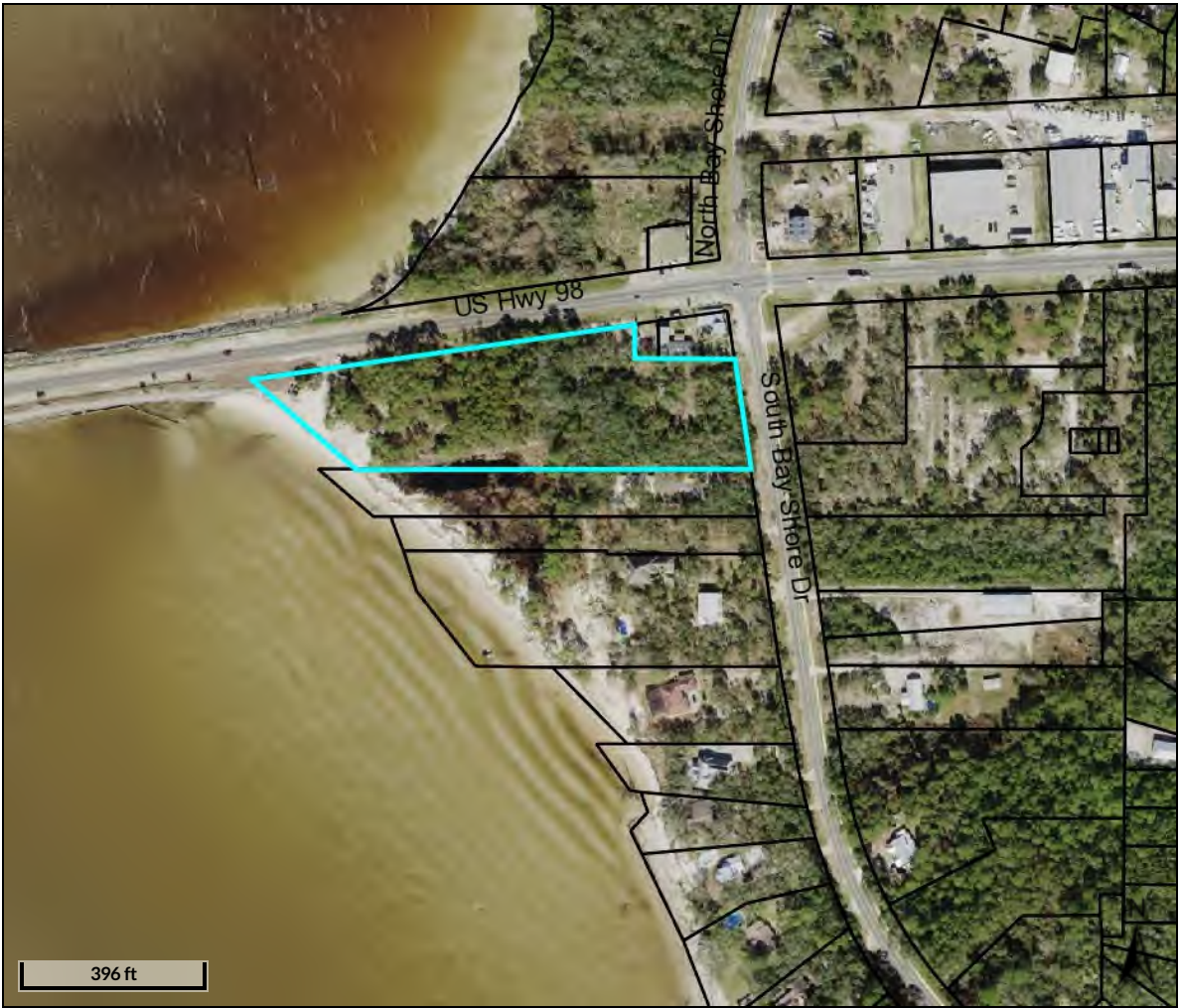
PLANNING & ZONING DATE: May 11

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

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



P.



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	36-08S-07W-0000-0410-0000	Alternate ID	07W08S36000004100000	Owner Address	SEREEBUTRA FAMILY LLC
Sec/Twp/Rng	36-8S-7W	Class	SINGLE FAM		28 KATHLEEN DRIVE
Property Address		Acreage	5.209		COVINGTON, LA 70433
District	1				
Brief Tax Description	229.32 FT FACING HWY 65 &				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/29/2021
 Last Data Uploaded: 4/29/2021 3:02:22 AM

Developed by

PUBLIC HEARING DATE: _____

APPROVED DENIED TABLED

CONDITIONS:

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

**Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320
FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE ORZ ONING CHANGE**

- Eastpoint Urban Service Area** –Is the property located in the Eastpoint Urban Service Area? *Yes*
- Coastal High Hazard Area** –Is the property located in the Coastal High Hazard Area? *Yes. But because this is in the Eastpoint Service Urban area, it does not apply.*
- Critical Shoreline Zone** –Is the property located in the Critical Shoreline Zone? *Yes, we are aware that there is critical shoreline and will be working with our environmental and engineering team to ensure we follow all regulations within this zone.*
- Soil Conditions** –Copies of the 1994 Soil Survey of Franklin County are available from the Franklin County Planning Office. *Sandy soils.*
- Topography** –What is the topography of the property? *Flat at the shoreline with a bluff to slightly higher flat ground*
- Drainage** –Are there any natural drainage features located on the property?

None to note other than a small freshwater pond that is partially on our property (approx .18 acres)

- Wetlands** –The only way to definitively know if there are wetlands on the property is to have a qualified individual survey the site for wetlands, but the U. S. Fish and Wildlife Service’s National Wetlands Inventory can give a general overview of what potential wetlands might be located on the property. The website can be accessed at:<https://www.fws.gov/wetlands/data/mapper.html>

Before we begin development, we will be working with Garlick Environmental to

identify any wetland and document all set backs and any mitigation required. Per initial inspection, the only wetland on the property is a small portion of a freshwater pond (approx .18 acres).

- **Floodplains** –What flood zone is this property located in? The flood maps for Franklin County can be found at portal.nwfwmdfloodmaps.com.

55% VE and 45% X

- **Potential Wildfire Areas** –Is the property susceptible to wildfires? *Low risk for wildfires.*
- **Historic or Cultural Sites** –Are there any historic or cultural sites located on the property? The Florida Master Site File keeps a list of recorded historic and cultural sites in Florida. They can be reached at 850-245-6440 or sitefile@dos.myflorida.com.

The master site file does not note any on this property.

- **Endangered Species** –Are there any endangered species located on this property? The Florida Fish and Wildlife Conservation Commission’s website showing the location of Bald Eagle nests in the state can be found at: <http://myfwc.maps.arcgis.com/apps/webappviewer/index.html?id=253604118279431984e8bc3ebf1cc8e9>

None expected. However, before we begin development, we will be working with Garlick Environmental to identify any wetland or critical habitat, including endangered species in order to mitigate any impact as required by Florida Fish and Wildlife Conservation.

- **Traffic Circulation** –How will this development affect traffic on the roads that serve the development? The Florida Department of Transportation traffic counts can be found at <https://tdaappsprod.dot.state.fl.us/fto/>

The development will not affect the traffic flow any more than turning onto S Bayshore Drive as the entrance to the park will be approximately 250 feet west of S Bayshore off Hwy 98. Traffic count will increase at approximately 60-80 vehicles per week entering and leaving the area.

- **Affordable Housing** –Will this change increase the supply of affordable housing in Franklin County?

No, this development is designed for tourism.

**FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE**

- **Economic Development** –How will this change promote economic development in Franklin County? *The park will provide numerous jobs in the area including daily park maintenance and camp hosts. We plan to partner with local fishing guides and scenic charters for our guests that will also assist this industry. Additionally, the target clientele will be high end RVs that will frequent local businesses for shopping, dining, and supplies. Taxes are estimated to generate approximately \$135,000 per year. Tourism dollars are expected to provide approximately \$2.5- \$3M per year in local spending.*

- **Water and Sewer** –Will the development be served by central water and sewer or will it be on individual water wells and septic tanks?

The site will be served by central water. We are currently trying to determine if Eastpoint Water and Sewer will be able to provide sewer as it does at the commercial corner property adjacent to us and will provide an update prior to the meeting.

Eastpoint Commissioners
Eastpoint, FL 32328

To whom it may concern:

We are requesting rezoning of a 5.2 acre undeveloped property for use as an upscale, limited capacity RV park. As precedent, directly across from this property, on South Bayshore Dr, was a KOA campground that no longer exists. There are no other RV parks serving this area of Eastpoint. Along Hwy 98, this is 1 of only 2 parcels zoned residential instead of commercial; all other lots along Hwy 98, through Eastpoint and onto St George Sound, are commercial. We are asking your consideration as to the best use of this lot. The size and location of this property, adjacent to Hwy 98, makes residential development not as desirable. The county's best use for such a large tract of land on Hwy 98 is to make it available for commercial use.

Our vision for this parcel is a hidden RV oasis that maintains the natural beauty and privacy of this lot for both our guests and the neighborhood. Our RV park will be atypical in that its capacity will be limited, the spots will not be packed in like sardines, and will feature large, lushly landscaped private sites. The primary visibility of the park will be at the entrance area off Hwy 98. We plan to maintain as much native vegetation in the interior as possible with a dense buffer of vegetation along S Bayshore and Hwy 98, which as you will see in the following presentation, is already in place. We would only remove what is required for ingress/egress and utilities in order to ease any neighborhood scenic concerns. Southeastern Consulting Group and Garlick Environmental are our civil engineering and environmental firms that will design the park per all land use guidelines with a main focus on maintaining the natural landscape of the property.

While 3 out of 4 of our neighbors are commercially zoned, we do also recognize that we have one residential neighbor and have considered their potential concerns. We plan to maintain the dense buffer of native vegetation that already exists between the lots. If light can pass through this buffer, we will install an opaque fence to prevent car, or RV, headlights from passing through and screen this fence with native vegetation so the fence is not visible from either side. The lighting throughout the park will be antique black shrouded pendant lights that direct light downward toward walkways and roadways thereby eliminating outward and upward light pollution. Furthermore, given the general nature of an upscale RV park, and this parcel's close proximity to Hwy 98, we don't anticipate an increase in noise pollution; regardless, the park will have a strict noise ordinance. Our impeccably maintained park will have maintenance personnel in charge of daily park clean up to ensure visitors leave no trace. The beauty of the well maintained environment and its central location will be the main draws to this park.

As a family that travels with young children in our own RV, we have rarely seen a park with dense vegetation, spacious green space for every lot, privacy, and charm. We are aware of numerous RV park requests that have or will be brought before you within the next few months as demand for this type of accommodation is surging. Many parks along the coast have or will become RV parking lots, cleared of old Florida native vegetation in order to attain more use-able lots per acre. We do not think this enhances any area and are looking to re imagine what these parks can look like. We would be honored to be chosen to develop the park that will serve the Eastpoint area, bringing in high end RVs that are likely to provide a significant amount of local spending in the area as well as several jobs on the property.

We hope that you will remain open to considering a new vision of an RV park in Eastpoint that could become a destination for visitors wanting to experience the natural old Florida beauty this part of the gulf coast has to offer. Our hope is to provide a refuge for the older tourists seeking a peaceful, private and safe place to vacation. We remain completely open to neighborhood and council suggestions regarding the park design as we look to become a part of the Eastpoint community. We vow to contribute to this community as we have our own over the almost 10 years of being local business owners/operators. Pictures, further description, and our own city mayor's reference letter is provided in the presentation that follows. This business will be family owned and operated. We thank you for your consideration.

Kind regards,
Jana Poirier and family

Bill Ham, Jr.
1846 Hayden Avenue
Auburn, AL 36830

April 14, 2021

Board of Commissioners
East Point, Florida 32328

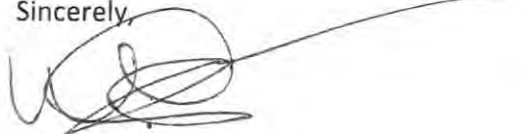
Dear Sir and Madam:

I am the former Mayor of the City of Auburn, Alabama (1998-2018). During my tenure, I had the pleasure of working closely with Matt and Jana Poirier on a major redevelopment of the City's historic train depot. The depot holds a significant place in the hearts and minds of Auburn citizens because of its connection to many key events in Auburn's history. When the City acquired the depot, we wanted to be sure the developer was sensitive to that history. Fortunately, Matt and Jana were interested in working with us to create a unique and successful restaurant called The Depot. It has been in operation for a number of years, and has become a favorite of diners in East Alabama.

Matt and Jana told me of their plans to develop a new vision of RV park life on five acres on the bay in East Point. In order to make the park a reality, it requires the board of commissioners to change the zoning on the property as well as neighborhood support. While I do not know the details of the project and have no financial interest in it, I do know the Poiriers and can assure you that they will take a strong interest in your community, and they will work hard to improve it in an appropriate way. I found that when they gave their word while working with Auburn, they kept their word. Their interest in Auburn extended past their business interests. They have played a role in helping those less fortunate, especially during the pandemic.

Good luck with your project. I know the Poiriers will build something that will bring greater prosperity to East Point and will be something of which you can be proud.

Sincerely,



Bill Ham, Jr.

Inst 201319002747 Date 5/17/2013 Time 11:44 AM
Doc Stamp-Deed 0.70
BC Marcia Johnson Franklin County B 1092 P 142

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ASSIGNMENT AND WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed, Grantors **CHAI SEREEBUTRA**, and his spouse **CONNIE M. SEREEBUTRA** appearing herein as a Grantor to the extent of any and all interest she has or may have in the property described herein under Florida or other applicable law, both persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, do hereby assign, transfer, grant, bargain, sell, convey and warrant unto **Sereebutra Family, LLC** ("Grantee"), a Louisiana limited liability company, LA charter number 41170909K, the property described in Exhibit A annexed hereto located in Franklin County Florida, consisting of Tract "A" and Tract "B", less and except Tract "C" as described therein. Whereby Connie M. Sereebutra did represent and warrant that she is the sole limited liability company manager of Grantee and that she is fully authorized and empowered to accept title to the property as the true and valid act and deed of Grantee.

WITNESS our signatures on this, the 10th day of May, 2013.

Grantee:
Sereebutra Family, LLC

Connie M. Sereebutra
By: Connie M. Sereebutra, Manager

Grantors:

Chai Sereebutra
CHAI SEREEBUTRA

Connie M. Sereebutra
CONNIE M. SEREEBUTRA

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

Personally appeared before me, the undersigned authority, **CHAI SEREEBUTRA**, spouse of and **CONNIE M. SEREEBUTRA**, and **Sereebutra, LLC**, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office on this, the 10th day of May, 2013.


NOTARY PUBLIC


Grantor: 28 Kathleen Drive
Covington, LA 70433
(985) 892-1059

Grantee: 28 Kathleen Drive
Covington, LA 70433
(985) 892-1059

Document Prepared by:

Paul Damian Rees, Esq.
7039 Hwy 190 east Svc Rd Ste A
Covington, LA 70433
Phone 985-674-1443
Fax 985-674-9082

EXHIBIT A, Page 1 of 2

**TO ASSIGNMENT AND WARRANTY DEED
By CHAI SEREEBUTRA, and his spouse CONNIE M. SEREEBUTRA
To Sereebutra Family, LLC dated May 10, 2013**

Tract "A": A portion of Fractional Section 36, Township 8 South, Range 7 West, Franklin County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the westerly right-of-way line of State Road No. S-65, said right-of-way being 100 feet in width, said Point of Commencement being South 152 feet and West 746.5 feet from the NE corner of SW ¼ of Fractional Section 36, Township 8 South, Range 7 West; thence N. 8° 42' 30" W. along said westerly right-of-way line for 42.36 feet to an iron pipe for the Point of Beginning; thence continue N. 8° 42' 30" W. along said westerly right-of-way line 128.17 feet to a concrete monument; thence N. 89° 12' 47" W. along the agreed boundary line between the NW ¼ and the SW ¼ of said section a distance of 212.38 feet to a concrete monument marking the SE corner of a tract owned by the State Road Department of Florida; thence continue N. 89° 12' 47" W. along said line 275.64 feet to a concrete monument that is 75.00 feet southerly of and at right angle to the center-line of State Road 30 (U.S. Highway no. 98); thence S. 81° 17' 43" W. parallel with the center-line of said state road for 776 feet, more or less to the mean high water line of Apalachicola Bay; thence meandering Easterly and Southeasterly along and with said mean high water line to a point that bears S. 89° 57' 50" W. from the Point of Beginning, that portion of the above described property lying below original shore line (bottom of bluff) being subject to a state road easement extending 300.00 feet southerly at right angle from the center-line of said State Road No. 30.

Containing 2.8 acres, more or less.

Tract "B": A portion of Fractional Section 36, Township 8 South, Range 7 West, Franklin County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the westerly right-of-way line of State Road No. S-65, said right-of-way being 100 feet in width, said Point of Commencement being South 152 feet and West 746.5 feet from the NE corner of SW ¼ of Fractional Section 36, Township 8 South, Range 7 West; thence N. 8° 42' 30" W. along said westerly right-of-way line for 42.36 feet to an iron pipe for the Point of Beginning; thence continue S. 8° 42' 30" E., along said right-of-way line 101.15 feet to an iron pipe; thence S. 89° 57' 50" W. 902 feet, more or less to the mean high water line of Apalachicola Bay; thence meandering Northwesterly along and with said mean high water line to a point that bears S. 89° 57' 50" W. from the Point of Beginning; thence N. 89° 57' 50" E. 1036 feet, more or less to the Point of Beginning, that portion of the above described property lying below original shore line (bottom of bluff) being subject to a state road easement extending 300.00 feet southerly at right angle from the center-line of said State Road No. 30.

Containing 2.2 acres, more or less.

EXHIBIT A, Page 2 of 2

Tract "C": A portion of Fractional Section 36, Township 8 South, Range 7 West, Franklin County, Florida, being more particularly described as follows:

Commencing at a concrete monument on the westerly right-of-way line of State Road No. S-65, said right-of-way being 100 feet in width, said Point of Commencement being South 152 feet and West 746.5 feet from the NE corner of SW ¼ of Fractional Section 36, Township 8 South, Range 7 West; thence S. 8° 42' 30" E. along said westerly right-of-way line for 59.18 feet to an iron pipe for the Point of Beginning; thence continue S. 8° 42' 30" E., along said right-of-way line 101.15 feet to a concrete monument; thence S. 89° 57' 50" W. 801 feet, more or less to the mean high water line of Apalachicola Bay; thence meandering Northwesterly along and with said mean high water line to a point that bears S. 89° 57' 50" W. from the Point of Beginning; thence N. 89° 57' 50" E. 902 feet, more or less to the Point of Beginning, the northerly portion of the above described property lying below original shore line (bottom of bluff) being subject to a state road easement extending 300.00 feet southerly at right angle from the center-line of State Road No. 30.

Containing 1.95 acres, more or less.

The above parcels were acquired by Grantee Chai Sereebutra by Warranty Deed from Richard C. DuPuis on May 26, 1983 recorded at Book 198, Page 303, Official Records, Franklin County Florida.

**For identification as
EXHIBIT A
TO ASSIGNMENT AND WARRANTY DEED
By CHAI SEREEBUTRA, and his spouse CONNIE M. SEREEBUTRA
To Sereebutra Family, LLC dated May 10, 2013**



Notary Public



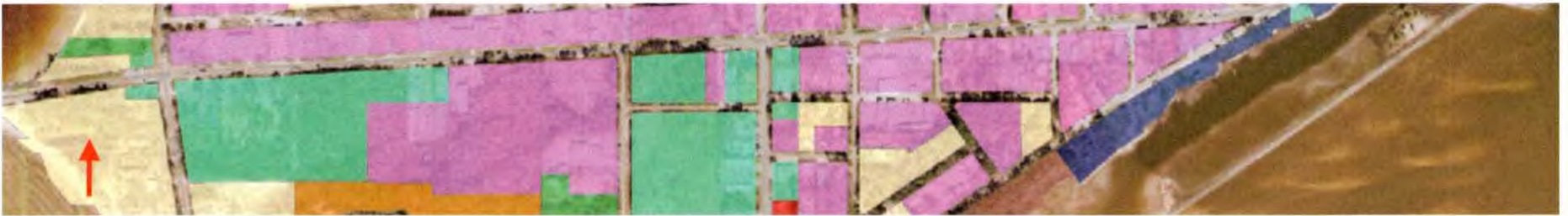


Citrus Grove
11 S Bayshore Drive
Eastpoint, FL

Table of Contents

- Current land use and surrounding zoning
- Aerial and Street Views
 - Hwy 98
 - Entry/Exit and traffic
 - S Bayshore Drive
- Concept and Design
- Benefits to Eastpoint
- Resident concerns addressed
 - Ingress/Egress
 - Noise
 - Buffer zones/Landscaping

Current Land Use and Surrounding Zoning



- The land is currently undeveloped vacant; however cars frequently park here to access the beach and use the property.
- Current zoning R-1, proposed zoning to C-3
- All other properties along Hwy 98 through Eastpoint, with one exception, are zoned commercial
- This location along Hwy 98 makes this property undesirable for residential development

Current aerial and street property views

HWY 98

1. Aerial

Proposed Entrance/Exit



2. 98 West to Apalachicola



3. 98 E into Eastpoint from bridge



4. 98 E into Eastpoint from bridge



Entry/Exit/Traffic



- View from Hwy 98 traveling west
- Proposed entrance left of the red truck
- Double lane entry/single exit to ensure no delay in exiting off Hwy 98 into Citrus Grove
- Traffic flow will be no different than a turn onto S Bayshore Drive 250 ft before Citrus Grove entrance
- We are open to entry off S Bayshore if council recommends, but in the interest of S Bayshore residents, we propose entry off Hwy 98

Current aerial and street Property Views

S Bayshore Drive

- View from S. Bayshore Drive to Hwy 98
- No modification of vegetation along this road unless necessary for utilities
- Dense vegetation ensures complete privacy and conservation of the look of S Bayshore Drive
- As precedent, there was a previous KOA campground directly across S Bayshore and the proposed property, no longer in operation



Concept and Design

- Maintaining the natural, green feel of the property
- Buffered on all sides with dense vegetation
- Limited stay, large private spaces
- Natural walking paths
- No visibility of the park from S Bayshore Drive

Entrance Design



- Entrance to Citrus Grove will be very similar to the above design, heavily landscaped using native plants and trees. The entrance will be the most visible area of the park, everything else has greenery buffer.
- Double entry/single exit to ensure no waiting on Hwy 98

Site Design



- ▶ Each lot will feel private and “hidden” among the trees and shrubs similar to this design

City of Eastpoint Benefits

- Estimated tax revenue of approximately \$135,000 annually
- Increase in tourism to the area estimated at approximately \$3M in local small business spending, including gas, food and entertainment
- Job creation and local business partnerships for tourist water activities
- With a huge demand for RV spaces along the coast, we hope this park will set a standard for other future park developments and change the look and feel of RV parking lots to more visually appealing, lower environmental impact, destination vacation parks, which salvage and enhance the natural landscape

Potential Resident Concerns Addressed

- Traffic
- Noise
- Light pollution
- Visual appeal

From:
Dana Syska
93 S. Bayshore Drive
Eastpoint, FL

May 11, 2021

To:
Franklin County Planning and Zoning

To whom it may concern:

I am writing to express my strong opposition to the proposed rezoning on South Bayshore Drive from residential to commercial. While the local community may be unable to prevent development, that in itself will be detrimental to the area. Nearly all residents on the North and South Bayshore drives are completely opposed to the addition of commercial property causing traffic problems and lowering the property values of the existing homes.

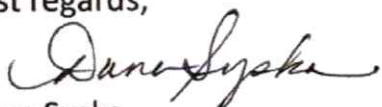
Traffic and safety are major areas of concern. The council should not approve commercial property that just brings MORE high-speed traffic down South Bayshore.

This rezoning will also encroach on the residential homes of Bayshore when those homes have a density requirement of one acre per home. Property values are likely to go down in the area if commercial development is allowed to encroach down our street.

We do not need another gas station, dollar store, convenience store, RV park, or any other type of commercial property at that intersection. That is not why we bought our home on South Bayshore Drive. That is not the direction Eastpoint needs to go. That section of 98 will not bring the commerce you are hoping for, it will just be a thoroughfare for travelers on there way to and from somewhere else. It will bring no value to Eastpoint. It will drive off the good homeowners who love and care for the area.

I urge you to disapprove the proposed rezoning, and from recent meetings and discussions with my neighbors, I know my opinions are shared by many who have not managed to attend meetings or write letters and emails.

Thank you for your continued service and support of our communities.

Best regards,

Dana Syska

P.

Rezoning of South Bayshore

Niles Syska <doctorteethsmile@yahoo.com>

Tue 05/11/21 08:14 AM

To: sandralmiller@hotmail.com <sandralmiller@hotmail.com>

To Whom It May Concern:

My name is Niles Syska. I own a home on South Bayshore Drive. I would like to make it known that I am vehemently opposed to the zoning change from residential to commercial. We bought a home in Eastpoint on a residential street to live in peace and tranquility. To allow a commercial business to operate on our street, would destroy the peace and safety of our residential neighborhood. The traffic would increase exponentially and we already have safety issues in our neighborhood with traffic. We would like Franklin County Planning and Zoning to consider making Eastpoint a safe and serene residential place to live, instead of a commercialized business place. There are many appropriate places for businesses in the area, our residential street is not one of them.

Thanks,
Niles A Syska DDS

The Tooth Shop on 46, LLC

Bus: 352-735-2211

Confidentiality Notice: This e-mail message including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information only for authorized purposes. If you are not the intended recipient (or authorized to receive for the intended recipient), you are hereby notified that any review, use, disclosure, distribution, copying, printing, or action taken in reliance on the contents of this e-mail is strictly prohibited. If you have received this communication in error, please notify me immediately by reply e-mail and destroy all copies of the original message. Thank you.

May 10, 2021

Franklin County Planning and Zoning
34 Forbes Street #1
Apalachicola, Florida 32320

To Whom It May Concern:

As home owners at 150 South Bayshore Drive, Eastpoint, we are concerned with Franklin County Planning and Zoning considering changing property on South Bayshore to Commercial. We believe this zoning change will result in heavier traffic with associated increased pollution, higher levels of property infringement by transients along with associated loss of privacy, security, and personal safety. Besides reducing property values in the neighborhood, we believe this will threaten wildlife in the area and eliminate the overall peace and quiet we enjoy in this neighborhood.

We request that you do not change the zoning of the South Bayshore Property and allow the residents to retain the quality of the neighborhood residential area they expected when choosing to purchase in this area.

Deborah and Stephen Stamatinos
150 South Bayshore Drive

May 9, 2021

Franklin County P & Z,

I have lived at 17 S. Bayshore Drive since April 1988. We purchased our house because of the seclusion and the quiet of the residential area. I don't want the property that is next to me to be changed from residential to commercial because our neighborhood can not handle the increased traffic, increased noise level, added pollution, loss of wild life habitat, loss of property value and above all my feeling of security with so many strangers near my home.

I'm a widowed senior and have enjoyed being able to stay in my house without fear of being alone and want to continue to do so. If you change the zoning, I feel those days are over.

I'm requesting that you think of all the long-time residents who have lived here for the same reasons as I have and keep our neighborhood residential.

Sincerely,

Sandra Miller



P.

Zoning change for South Bayshore

JEFF IRICK <JEFFIRICK@msn.com>

Mon 05/10/21 05:15 PM

To: Sandra Miller <sandramiller@hotmail.com>

Dear Zoning board,

If this board decides to change the zoning, you will be doing your self's and the residents of this beautiful area an in justice. South Bayshore's beauty comes from its residential character that the long-term residents have provided. Your neighbors who live on Bayshore have provided each other quiet residential charm. A large-scale commercial development would destroy that charm. Not to mention present large security issues making the current neighbors feel unsafe. I believe in this board and hope you would consider this, if this was happening in your neighborhood how would you vote? Please do the right thing and vote yes to keeping Bayshore residential. Thank you for your time and consideration.

DonaLynn Irick

17 S Bayshore Dr

May 8, 2021

Franklin County Planning and Zoning
34 Forbes Street #1
Apalachicola, Florida 32320

To Whom It May Concern:

As home owners at 145 South Bayshore Drive, Eastpoint, we are concerned about Franklin County Planning and Zoning considering changing property on South Bayshore to Commercial. The current zoning is residential and as residents, we oppose changing the zoning. We expect that by changing to commercial, our residential area will experience heavier traffic, increased pollution, non-residential population coming onto our private property, and a decrease in the wild life we enjoy in the quiet residential area. Further, we believe by changing the zoning to Commercial, it will reduce the value of our property.

We request that you do not change the zoning of the South Bayshore Property and allow the residents to retain the quality of the neighborhood residential area.

Daniel and Frances Buie
145 South Bayshore Drive



Zoning change South Bayshore

jeanne Dail <jeannedailmariner@gmail.com>

Mon 05/10/21 08:22 AM

To: sandralmiller@hotmail.com <sandralmiller@hotmail.com>

Do not allow another zoning change for this area. This is a quiet residential area. Traffic is already a problem. There is no way South Bayshore could handle more.

David Dail
25 S. Bayshore Drive

Sent from my iPad

P.

Fwd: Zoning Change. South Bayshore

jeanne bonds dail <jeannebd@icloud.com>

Sun 05/09/21 02:31 PM

To: sandralmiller@hotmail.com <sandralmiller@hotmail.com>

Subject: Zoning Change. South Bayshore

Please do not allow this zoning to be changed from residential to commercial.

South Bayshore is a Quiet residential area. A large scale commercial development would create so much traffic, noise, and disruption of our residential area.

Traffic is already a problem; however, thanks to our police department electric signs have been placed showing each vehicle's speed limit and warning them to slow down. This has helped considerably.

Not only would traffic create a problem, but I would not feel safe any longer. Security means so much. That would definitely be taken away

Jeanne Dail
25 S. Bayshore Drive

Sent from my iPad

P.

SM

From: Susan Macken macken.susan@icloud.com

Subject: Rezoning Request for South Bayshore

Date: June 14, 2021 at 2:50 PM

To: ricky@franklincountyflorida.com, jessica@franklincountyflorida.com, bert@franklincountyflorida.com, smokey@franklincountyflorida.com, noah@franklincountyflorida.com

Cc: Michael Moron michael@franklincountyflorida.com

Commissioners,

I was pleased to see the P & Z's recent recommendation to deny the request to rezone the 5.2 acres located at 11 South Bayshore and am writing to ask that you support this recommendation. The potential environmental impact on our bay is reason alone to leave this parcel with its R-1 zoning. In addition, this stretch of 98 is heavily traveled already and having numerous RVs turning in and out of that area will create major traffic issues.

Regards,

Susan Macken
2171 Hwy. 98 W
Carrabelle, FL 32322
770-561-3005

Sent from my iPhone

P.



From: Georgia Ackerman georgia@apalachicolariverkeeper.org
Subject: Recent P & Z meeting
Date: June 14, 2021 at 1:48 PM
To: Ricky Jones ricky@franklincountyflorida.com, noah@franklincountyflorida.com, smokey@franklincountyflorida.com, jessica@franklincounty.com, bert@franklincountyflorida.com
Cc: Michael Moron michael@franklincountyflorida.com

Good afternoon Commissioners,

Thank you for your service and leadership in Franklin County.

I'm writing to express support and thanks of the P & Z's recent recommendation to deny a rezoning public hearing request at 11 S. Bayshore Dr, Eastpoint.

As you are well aware, our area's ecology and economy are closely connected. I've been told repeatedly, "take care of the Bay and it'll take care of you," by commercial dealers and fisherman. *Protecting the Apalachicola Bay from pollution impacts should remain a top priority for each of us.*

The current single family zoning should remain in place at this parcel. **Please support the P & Z's recommendation on this issue.** Feel free to contact me as needed. Thank you.

P. Consideration of a request for a Public Hearing to re-zone a 5.2 acre parcel lying in Section 36, Township 8 South, Range 7 West, located at 11 South Bay Shore Drive, Eastpoint, Franklin County, Florida from R-1 Single Family Residential District to C-3 Commercial Recreation District. Request submitted by Jana Poirier, Agent for Thoe Sereebutra, applicant. **P&Z Board Recommended Denial for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny

Best,
Georgia

Georgia Ackerman
(she/her)
Riverkeeper and Executive Director
georgia@apalachicolariverkeeper.org
850-321-6262

Read our [recent blog](#)
[Donate](#) to support our work
Our office is located at the Scipio Creek Marina. Open by appointment.



From: Susan Antekeier <dajoser@fairpoint.net>
Sent: Saturday, June 12, 2021 2:08 PM
To: Ricky Jones; Smokey Parrish; Bert Boldt; Jessica Varnes Ward; Noah Lockley
Cc: cortnib@franklincountyflorida.com
Subject: Rezoning Request 11 South Bayshore Drive Eastpoint, Fl

Commissioners:

I own my full time home at 41 South Bayshore Drive, 2/10 of a mile from this wooded bay front acreage where the property owner is proposing a 50 site RV park and requesting up zoning to C3 from R1.

I strongly oppose this zoning change and land use for multiple reasons as follows:

-Traffic at the intersection of 98 and South Bayshore is already congested and a problem with vehicles slowing down coming off the causeway and speeding up heading east. The Sheriff's department has been working hard to control speeding and I appreciate that effort. When my husband was living we owned a motor home 42' long and towed a vehicle as many RV owners do. There's no possible way for RVs to safely enter and leave a congested park on US 98 at that site. Ingress and egress on South Bayshore would effectively block traffic. I invite each of you to park across from the site and watch traffic there. This would be a public danger and tie up law enforcement in my opinion. Furthermore, no through trucks are permitted on South Bayshore. A big diesel motor home is a truck in my opinion. Eastpoint is currently experiencing a commercial building boom along US-98 adding to the traffic load.

-This site consists of upland bluff and lowland bayside. There is no sewer service on South Bayshore. The current zoning would allow one house with septic per acre. 50 RVs on a septic system on 5 acres will pollute our bay. Wetlands along the shore will also be affected. I do not believe in filling wetlands directly on the bay just for development purposes, regardless of mitigation rules. Just because you can bend rules does not make it in the public interest to do so for the financial gain of a developer.

-The ultimate effect of allowing such a project on this small, environmentally sensitive site at a major intersection will be devastating to the value of every property along South Bayshore and create a congested trouble spot entering Eastpoint. My husband and I bought our property 23 years ago. We clearly understood the corners of US-98 were zoned for commercial use. We built our home in accordance with County rules and I continue to pay high property taxes for my home. My home is a major asset. We certainly never anticipated acreage directly on our street would be up zoned for commercial use.

I welcome any of you to call me or come by my house if you are not familiar with our neighborhood.

I urge you to deny this zoning change.

Thank you for your service.

Respectfully yours,

Susan Antekeier
dajoser@fairpoint.net
727-946-0267
41 South Bayshore Drive
Eastpoint 32328

Q.

File Attachments for Item:

Q. Consideration of a request for Public Hearing to re-zone a 1.23 Acre parcel lying in Section 12, Township 7 South, Range 4 West, located at 2390 Oak Street. Lanark Villiage, Franklin County, Florida, from C-2 Commercial Business District to C-4 Mixed Use Residential. Request submitted by Charles and Elizabeth Shultz, applicants. **P&Z Board Recommended Approval for Public Hearing.**

BOARD ACTION: Approve, Table, or Deny



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountyflorida.com/planning_building.aspx

PROPERTY OWNER'S NAME: Charles & Elizabeth Shultz
MAILING ADDRESS: Po Box 505 Lanark Village Fl. City/State/Zip: 32323
PHONE #: 850 370 0205 CELL #: _____ EMAIL: Lyla.Elizabeth@gmail.com

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

PROPERTY DESCRIPTION: 911 Address: 2390 Oak St Carrabelle Fl. 32322
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 12-075-04W-3141-0006-0010

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

ACREAGE: 1.23

CURRENT ZONING: C-2 CURRENT LAND USE: _____

REQUESTED ZONING: C-4 Commercial/Residential REQUESTED LAND USE: _____

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

PLANNING & ZONING DATE: _____

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

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

PUBLIC HEARING DATE: _____
 APPROVED DENIED TABLED
CONDITIONS: _____

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

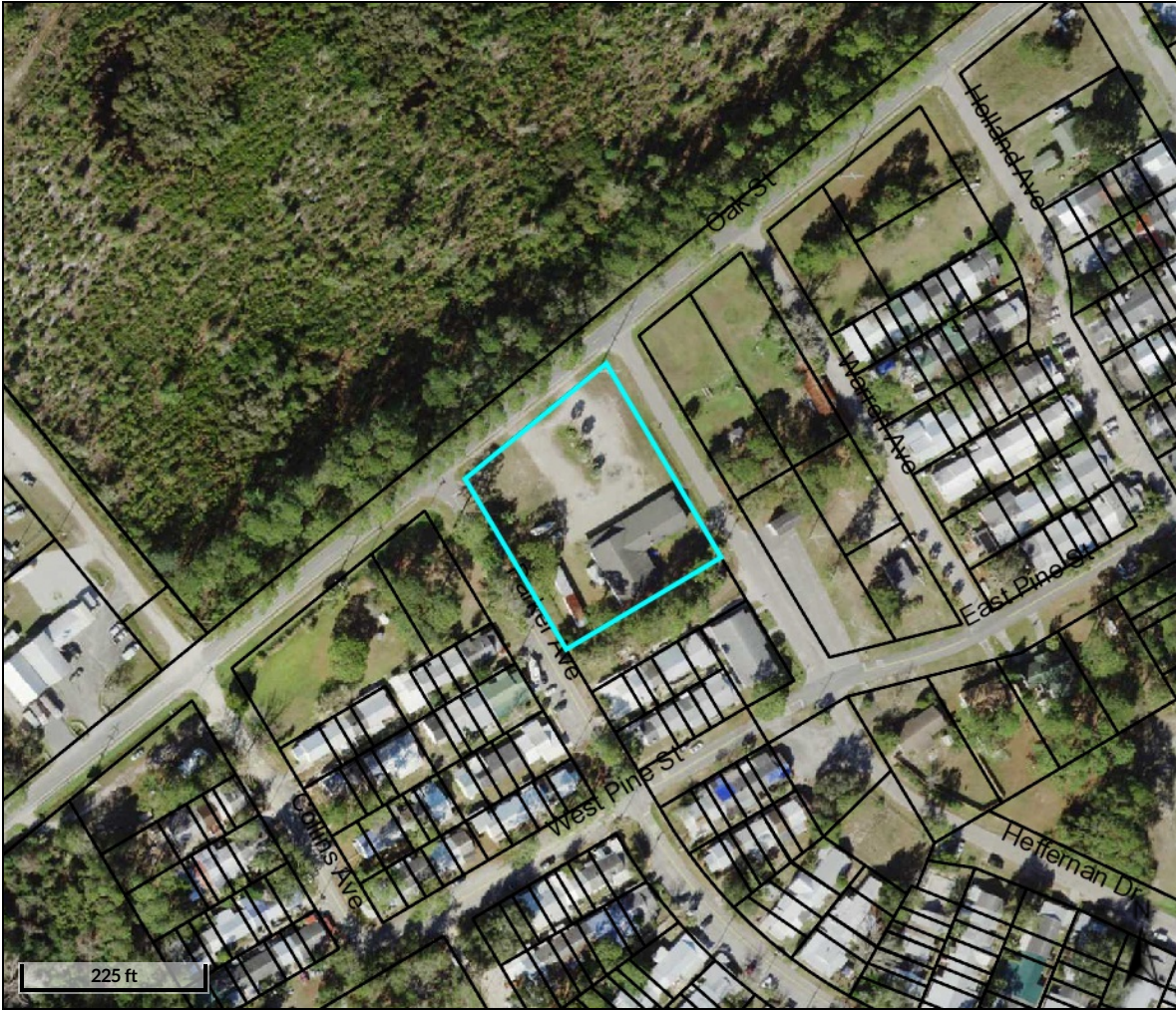
Franklin County
34 Forbes Street, Suite 1
Apalachicola, FL 32320

RECEIVED
MAY 25 2021

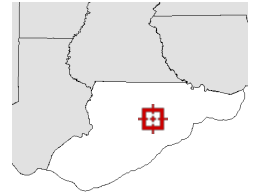
BY: CB



Q.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	12-07S-04W-3141-0006-0010	Alternate ID	04W07S12314100060010	Owner Address	SHULTS CHARLES W & LYDA E
Sec/Twp/Rng	12-7S-4W	Class	STORES, 1		LANARK SUN, LLC
Property Address	2390 OAK ST LANARK VILLAGE	Acreage	0.005		P.O. BOX 505 LANARK VILLAGE, FL 32323
District	6				
Brief Tax Description	UNIT 1 BL 6 LOT 1 LANARK VILLA <i>(Note: Not to be used on legal documents)</i>				

Date created: 5/25/2021
 Last Data Uploaded: 5/25/2021 7:40:37 AM

Developed by 

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 26th day of SEPTEMBER, 2018, between **Charles W. Shults and Lyda Elizabeth Shults, husband and wife**, whose address is **P. O. Box 505, Lanark Village, Florida 32323**, hereinafter called the Grantor, and **Charles W. Shults and Lyda Elizabeth Shults, husband and wife, as to an undivided one-half interest and Lanark Sun, LLC, a Florida Limited Liability Company, as to an undivided one-half interest**, whose address is **P. O. Box 505, Lanark Village, Florida, 32323**, hereinafter called the Grantee.

WITNESSETH:


That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this Deed does remise, release and quitclaim unto the Grantee, the heirs and assigns of the Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the following described real property situate in **Franklin County, Florida**, to-wit:

Lots 1, Block 6, of Lanark Village Unit 1, according to the plat thereof recorded in Plat Book 2, pages 14-14A of the public records of Franklin County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefits and behalf of the Grantee, the heirs and assigns of the Grantee forever.

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

WITNESSES:


Signature

Linh Chi NGUYEN
Printed Name

Signature

Printed Name


Charles W. Shults

Doc Stamp-Deed: 0.70
Doc Stamp-Deed: 0.70
Franklin, County, By: SM Deputy Clerk
Page 1 of 2 B: 1228 P: 686, Marcia Johnson, Clerk of Court
Date: 09/28/2018 Time: 1:54PM
Doc Stamp-Deed: 0.70

[Signature]
Signature

SUSAN S. LANGFORD
Printed Name

[Signature]
Signature

STEVE M. WATKINS, III
Printed Name

PROVINCE OF QUEBEC
COUNTY OF MONTREAL

[Signature]
Lyda Elizabeth Shults

The foregoing instrument was acknowledged before me this 25 day of September, 2018, by Charles W. Shults, () who is personally known to me or () who has produced PASSPORT as identification.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: No Expiry
Me Thyya Wan
Notaire - Title Attorney
410-205, av. Viger O.
Montréal, Québec
H2Z 1G2, Canada

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 26th day of September, 2018, by Lyda Elizabeth Shults, () who is personally known to me or () who has produced FLA. DRIVER LICENSE as identification.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Prepared by:
Steve M. Watkins, III, Esquire
41 Commerce Street
Apalachicola, FL 32320



R.

File Attachments for Item:

R. 10:35 a.m. (ET) or thereafter: AN ORDINANCE REZONING 0.129 ACRES OF LAND IN SECTION 31, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FROM C-1 COMMERCIAL FISHING DISTRICT TO C-4 COMMERCIAL RECREATION DISTRICT.

NOTICE OF ^{R.} ZONING CHANGE

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

AN ORDINANCE REZONING 0.129 ACRES OF LAND IN SECTION 31, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FROM C-1 COMMERCIAL FISHING DISTRICT TO C-4 COMMERCIAL RECREATION DISTRICT.

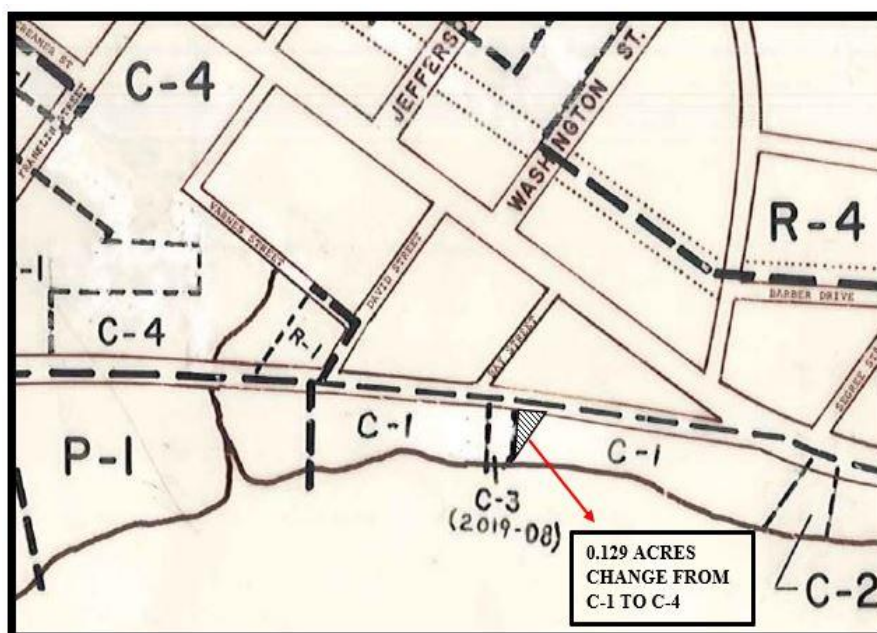
The location of the proposed rezoning is shown in the map below.

A public hearing on the proposed change will be held on Tuesday, June 15, 2021, at 10:35 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

To comply with CDC and government social distancing requirements, a limited number of the general public will be allowed in the commission meeting room for this meeting. This Board of County Commission meeting will also be conducted via livestream and Zoom. Any person who wishes to speak via Zoom will need to log into this meeting virtually. The login information will be provided online by Thursday, June 10, 2021, by downloading the agenda for the June 15, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendas-minutes/

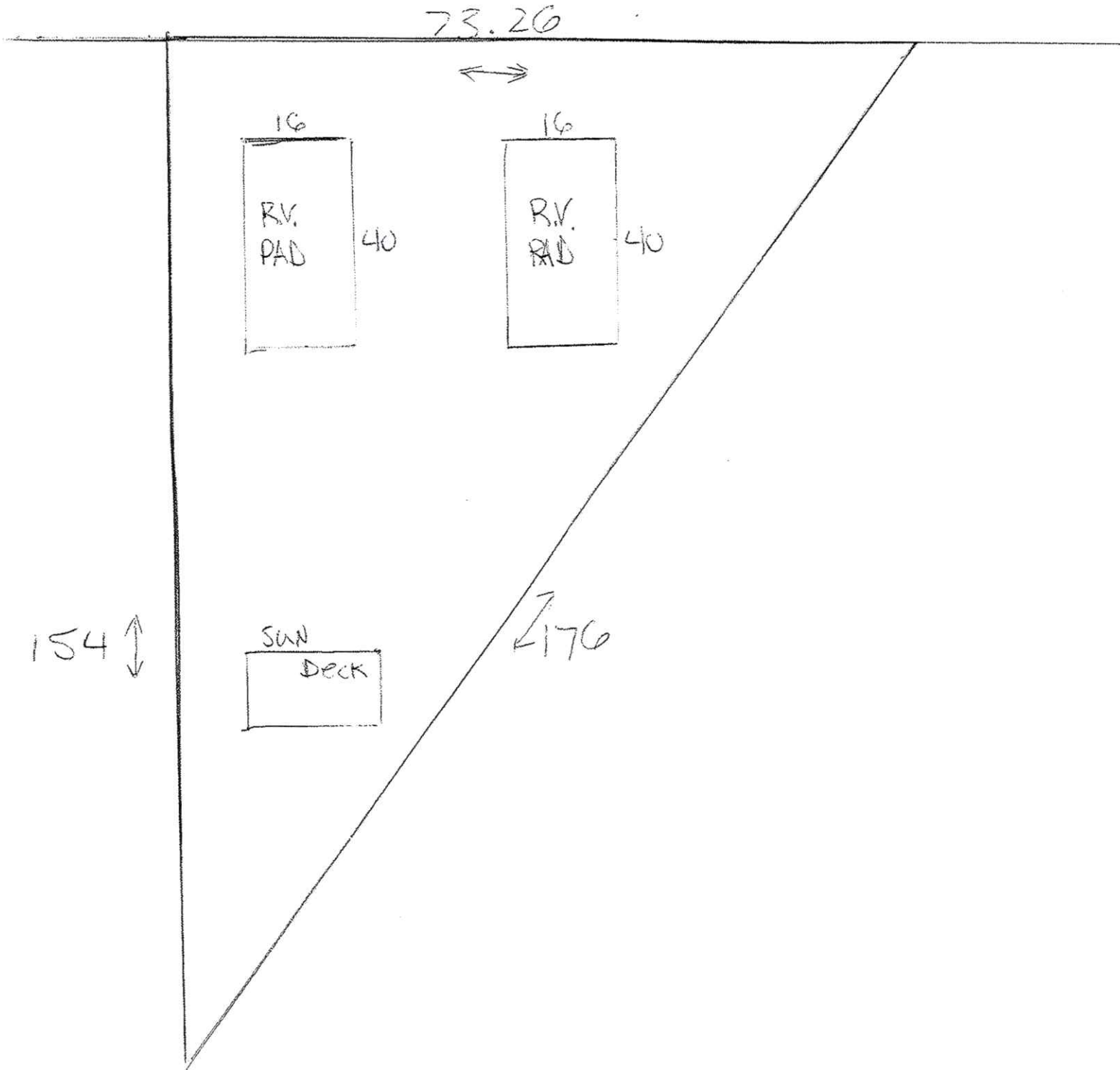
Persons wishing to comment may do so in person, by using the virtual meeting feature noted above during the public hearing or in writing to the Franklin County Board of County Commissioners, 33 Market Street, Suite 203, Apalachicola, Florida 32320. Transactions of this public hearing will be recorded.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

Publish Dates: Thursday, May 6, 2021
Thursday, May 20, 2021



R.

PATTON DC - 336

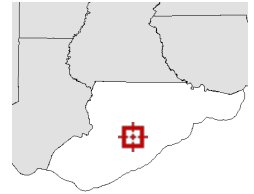




R.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	31-08S-06W-0000-2350-0000	Alternate ID	06W08S31000023500000	Owner Address	MMSW HOLDINGS, LLC
Sec/Twp/Rng	31-8S-6W	Class	STORES, 1		3453 MAHONEY DRIVE
Property Address	336 PATTON DR	Acreage	n/a		TALLAHASSEE, FL 32309
	EASTPOINT				
District	5				
Brief Tax Description	A TRIANGULAR PARCEL WITH				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/8/2021
 Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by 



R.

APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PROPERTY OWNER'S NAME: MMSW HOLDINGS, LLC
 MAILING ADDRESS: 3453 MAHONEY DR City/State/Zip: Tallahassee FL 32309
 PHONE #: 850-524-1872 CELL #: SAME EMAIL: MW294EVA@gmail.com

AGENT'S NAME: MARSHA WATSON
 MAILING ADDRESS: 3453 MAHONEY DR City/State/Zip: Tallahassee FL 32309
 PHONE #: 850-524-1872 CELL #: SAME EMAIL: MW294EVA@gmail.com

PROPERTY DESCRIPTION: 911 Address: 336 PATTON DRIVE, EASTPOINT, FL 32320

Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____

Parcel Identification #: 31-085-06W-000-2350-0000

JURISDICTION: Franklin County

Apalachicola Eastpoint St. George Island Carrabelle Dog Island Lanark/ St. James St. Teresa Alligator Point

ACREAGE: 1/3

CURRENT ZONING: COMMERCIAL C1 CURRENT LAND USE: COMMERCIAL

REQUESTED ZONING: C3 REQUESTED LAND USE: COMMERCIAL

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

PLANNING & ZONING DATE: _____

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

BOARD OF COUNTY DATE: _____

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

PUBLIC HEARING DATE: _____

APPROVED DENIED TABLED

CONDITIONS: _____

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

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

R.

FRANKLIN COUNTY, FLORIDA

REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE

Economic Development – How will this change promote economic development in Franklin County?

Water and Sewer – Will the development be served by central water and sewer or will it be on individual water wells and septic tanks?

Will provide 2 RV spaces & they would be expected to drop in county

Yes - Eastpointe Water + Sewer

3/30/21

FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE

- Yes • **Eastpoint Urban Service Area** – Is the property located in the Eastpoint Urban Service Area?
- Yes • **Coastal High Hazard Area** – Is the property located in the Coastal High Hazard Area?
- Yes • **Critical Shoreline Zone** – Is the property located in the Critical Shoreline Zone?
- 1 • **Soil Conditions** – Copies of the 1994 Soil Survey of Franklin County are available from the Franklin County Planning Office.

SLIGHTLY ON
SLOPE OF
PATTON
TO BAY

- **Topography** – What is the topography of the property?
- NO • **Drainage** – Are there any natural drainage features located on the property?
- NO • **Wetlands** – The only way to definitively know if there are wetlands on the property is to have a qualified individual survey the site for wetlands, but the U. S. Fish and Wildlife Service's National Wetlands Inventory can give a general overview of what potential wetlands might be located on the property. The website can be accessed at :<https://www.fws.gov/wetlands/data/mapper.html>

- **Floodplains** – What flood zone is this property located in? The flood maps for Franklin County can be found at portal.nwfwmdfloodmaps.com.

- NO • **Potential Wildfire Areas** – Is the property susceptible to wildfires?

- NO • **Historic or Cultural Sites** – Are there any historic or cultural sites located on the property? The Florida Master Site File keeps a list of recorded historic and cultural sites in Florida. They can be reached at 850-245-6440 or – CALL ED sitefile@dos.myflorida.com.

- NO • **Endangered Species** – Are there any endangered species located on this property? The Florida Fish and Wildlife Conservation Commission's website showing the location of Bald Eagle nests in the state can be found at : <http://myfwc.maps.arcgis.com/apps/webappviewer/index.html?id=253604118279431984e8bc3ebf1cc8e9>

NO SIGNIFICANT
IMPACT
W/ JUST 2
SPACES

- **Traffic Circulation** – How will this development affect traffic on the roads that serve the development? The Florida Department of Transportation traffic counts can be found at <https://tdaappsprod.dot.state.fl.us/fto/>

- NO • **Affordable Housing** – Will this change increase the supply of affordable housing in Franklin County?

S.

File Attachments for Item:

S. 10:40 a.m. (ET) or soon thereafter: AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 1.37 ACRE PARCEL OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM RESIDENTIAL TO COMMERCIAL.

NOTICE OF LAND USE CHANGE

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

AN ORDINANCE AMENDING THE FRANKLIN COUNTY COMPREHENSIVE PLAN TO CHANGE THE PERMITTED USE OF A 1.37 ACRE PARCEL OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM RESIDENTIAL TO COMMERCIAL.

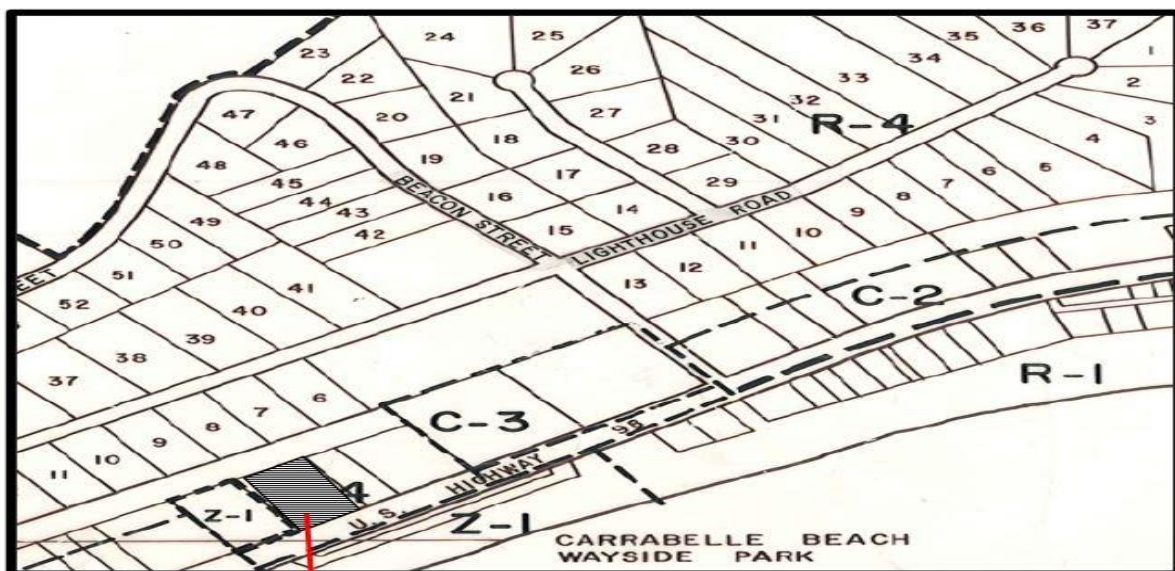
The location of the proposed land use is shown in the map below.

A public hearing on the proposed change will be held on Tuesday, June 15, 2021, at 10:40 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

To comply with CDC and government social distancing requirements, a limited number of the general public will be allowed in the commission meeting room for this meeting. This Board of County Commission meeting will also be conducted via livestream and Zoom. Any person who wishes to speak via Zoom will need to log into this meeting virtually. The login information will be provided online by Thursday, June 10, 2021, by downloading the agenda for the June 15, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendas-minutes/

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

Publish Dates: Thursday, May 3, 2021
Thursday, May 20, 2021



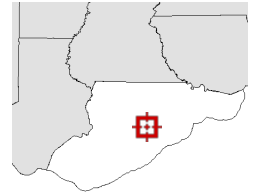
1865 HIGHWAY 98, CARRABELLE, FL 32322
1.37 ACRES
CHANGE FROM
RESIDENTIAL TO COMMERCIAL



S.



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	25-07S-05W-0000-0060-0000	Alternate ID	05W07S25000000600000	Owner Address	BLAKEYS BEACH, LLC
Sec/Twp/Rng	25-7S-5W	Class	VACANT		1891 HWY 98 W
Property Address	1865 HWY 98 W CARRABELLE	Acreage	n/a		CARRABELLE, FL 32322
District	1				
Brief Tax Description	200X300 FT OR/77/134 & <i>(Note: Not to be used on legal documents)</i>				

Date created: 4/8/2021
 Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by Schneider
 GEOSPATIAL



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PROPERTY OWNER'S NAME: BLAKEY'S BEACH LLC
MAILING ADDRESS: 1891 HWY 98 W City/State/Zip: CARRABELLE FL 32322
PHONE #: _____ CELL #: 933-4166 EMAIL: _____

AGENT'S NAME: Loren Whaley
MAILING ADDRESS: _____ City/State/Zip: _____
PHONE #: _____ CELL #: 363-3611 EMAIL: _____

PROPERTY DESCRIPTION: 911 Address: 1865 HWY 98 W, CARRABELLE FL 32322
Lot/s: Metes + Bounds Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 25-075-05W-0000-0060-0000

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

ACREAGE: 1.20 2.0

CURRENT ZONING: RES. / R-4 CURRENT LAND USE: R-4

REQUESTED ZONING: C-4 REQUESTED LAND USE: C-4

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

PLANNING & ZONING DATE: _____

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

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

PUBLIC HEARING DATE: _____
 APPROVED DENIED TABLED
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$150.00 for Re-Zoning and \$150.00 for Land Use Change. Return to the following address:



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

BY:

S.

Lighthouse
Ridge Estates
Unit 1

23-07S-05W

36-07S-05W

241



S.

MARY LAWHON
1891 HIGHWAY 98 W
P. O. BOX 815
CARRABELLE, FLORIDA 32322

March 2, 2021

Franklin County Board of County Commissioners
Franklin County Planning & Zoning Board
Franklin County Courthouse
Apalachicola, Florida

Re: 1865 Highway 98 W
Tax ID 25-07S-05W-0000-0060-0000

Dear Sirs:

As the owner of Blakey's Beach, LLC located at 1865 Highway 98 W, Carrabelle, Florida I am writing to let you know that I fully support the rezoning of the above referenced property from Residential to C4 mixed use. For reference, the property is directly east of the Camp Gordon Johnston Museum, across from the Carrabelle beach wayside park, and west of the Carrabelle Beach RV Resort.

Not only as owner of the property but as a resident located at 1891 Highway 98 West, my husband, Max Lawhon and I whole heartily endorse this effort. Also, I applaud the efforts of the Whaleys to bring a much needed business and tax revenue to the county.

Should you have any questions concerning this rezoning, please do not hesitate to contact me at 850-933-4166 or by email at j.lawhon@mchsi.com.

Sincerely,

BLAKEY'S BEACH, LLC

Mary Lawhon
Mary Lawhon

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before on March 2, 2021 by MARY LAWHON who is personally known to me or has produced driver's license as identification.

Kelly Collins
NOTARY

3.2.21
DATE

STAMP



LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 01 day of March, 2021, (the "Effective Date") by and between Blakey's Beach, LLC, ("Landlord") and True Grit Trucking, Inc DBA Up Grit Creek ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): 200X300 FT OR/77/134 & OR 90/600 113/314-315 635/640 791/607 ALSO A PARCEL PARTIALLY IN SEC 36 07S 05W OR 563/415 575/391 1250/437 25-07S-05W-0000-0060-0000.

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): Rental for Food Trailer. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on March 01, 2021 and ending on March 01, 2022 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance \$500.00 in monthly installments due on the 1st day of each month during the Term. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent of \$500 a month plus percentage of gross profits for previous month.

5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within ten (10) days after such due date, Tenant agrees to pay a late charge of \$50.00.

6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

8. Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

9. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

13. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

I. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

II. General Liability. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$1,000,000.00 per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

22. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospective lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

23. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within ten (10) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after ten (10) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under

the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

31. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

32. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

34. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

36. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

37. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

38. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

39. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

40. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Florida, without regard to its conflicts of laws rules.

41. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

42. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

44. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

45. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.



Landlord Signature

Blakey's Beach, LLC
Landlord Full Name



Tenant Signature

**True Grit Trucking, Inc DBA Up Grit
Creek**
Tenant Full Name

T.

File Attachments for Item:

T. 10:45 a.m. (ET) or soon thereafter: AN ORDINANCE REZONING 1.37 ACRES OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM R-4 SINGLE FAMILY HOME INDUSTRY DISTRICT TO C-4 MIXED USE RESIDENTIAL DISTRICT.

NOTICE OF ZONING CHANGE

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

AN ORDINANCE REZONING 1.37 ACRES OF LAND IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 5 WEST, FROM R-4 SINGLE FAMILY HOME INDUSTRY DISTRICT TO C-4 MIXED USE RESIDENTIAL DISTRICT.

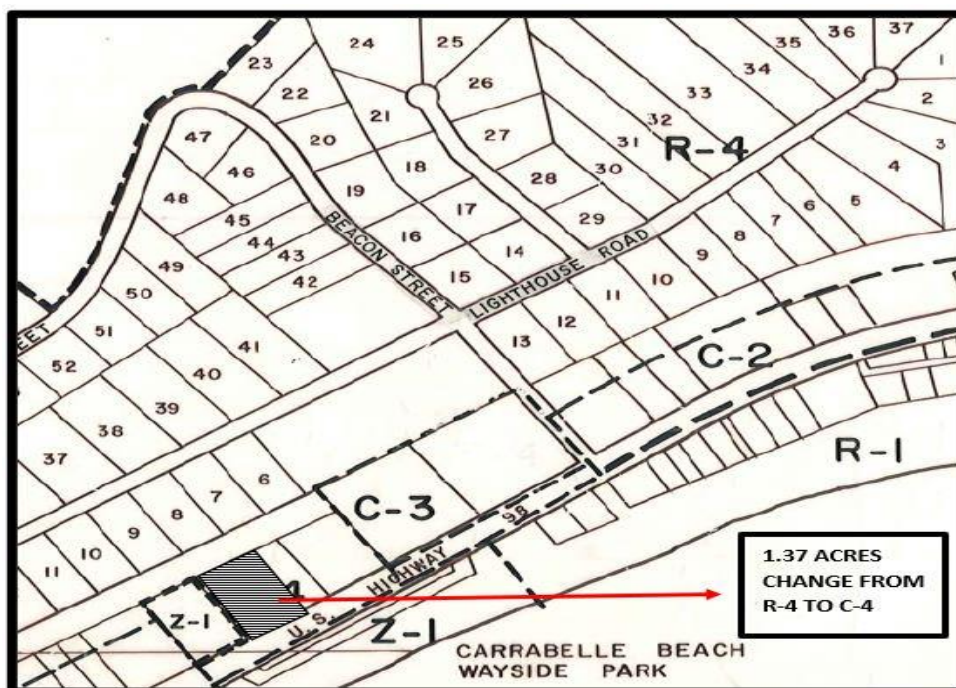
The location of the proposed rezoning is shown in the map below.

A public hearing on the proposed change will be held on Tuesday, June 15, 2021, at 10:45 a.m. at the County Commission meeting room in the Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, Florida. More information can be obtained and the proposed changes may be inspected at the Franklin County Planning Department, 34 Forbes Street, Suite 1, Apalachicola, Florida 32320 (telephone 850-653-9783).

To comply with CDC and government social distancing requirements, a limited number of the general public will be allowed in the commission meeting room for this meeting. This Board of County Commission meeting will also be conducted via livestream and Zoom. Any person who wishes to speak via Zoom will need to log into this meeting virtually. The login information will be provided online by Thursday, June 10, 2021, by downloading the agenda for the June 15, 2021, Board of County Commission Meeting located at www.franklincountyflorida.com/resources/agendas-minutes/

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

Publish Dates: Thursday, May 3, 2021
Thursday, May 20, 2021





APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

PROPERTY OWNER'S NAME: BLAKEY'S BEACH LLC
MAILING ADDRESS: 1891 HWY 98 W City/State/Zip: CARRABELLE FL 32322
PHONE #: _____ CELL #: 933-4166 EMAIL: _____

AGENT'S NAME: Loren Whaley
MAILING ADDRESS: _____ City/State/Zip: _____
PHONE #: _____ CELL #: 363-3611 EMAIL: _____

PROPERTY DESCRIPTION: 911 Address: 1865 HWY 98 W, CARRABELLE FL 32322
Lot/s: Metes + Bounds Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 25-075-05W-0000-0060-0000

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

ACREAGE: 1.20 2.0

CURRENT ZONING: RES. / R-4 CURRENT LAND USE: R-4

REQUESTED ZONING: C-4 REQUESTED LAND USE: C-4

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

PLANNING & ZONING DATE: _____

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

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

PUBLIC HEARING DATE: _____
 APPROVED DENIED TABLED
CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$150.00 for Re-Zoning and \$150.00 for Land Use Change. Return to the following address:



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

BY:

T.

Lighthouse
Ridge Estates
Unit 1

25-07S-05W

36-07S-05W

N ↑

DUMPSTER

PORTABLE
BUILDING

PICNIC
TABLES

PARKING

HANDICAP
PARKING

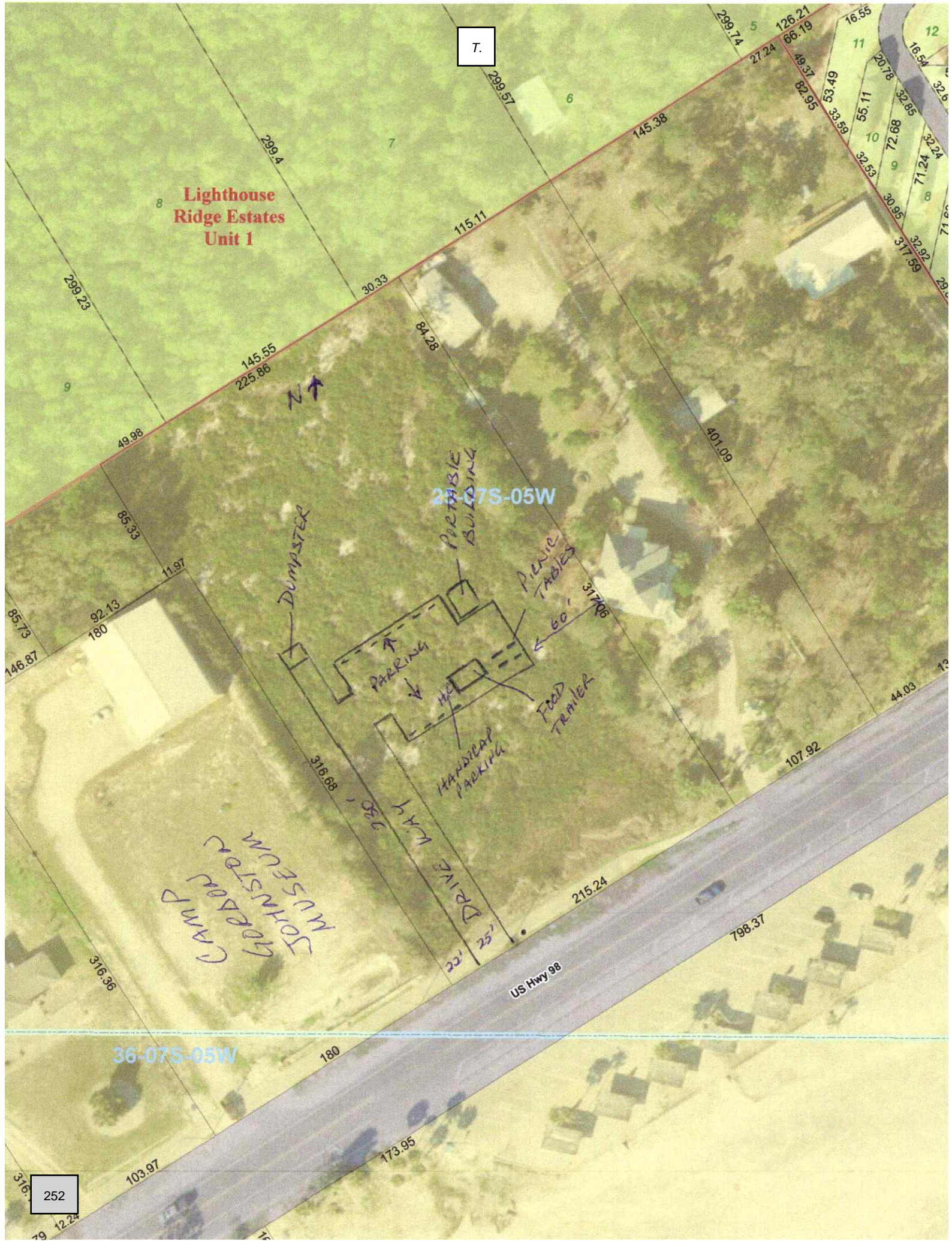
FOOD
TRAILER

CAMP
GORDON
JOHNSTON
MUSEUM

DRIVE WAY

US Hwy 98

252



T.

MARY LAWHON
1891 HIGHWAY 98 W
P. O. BOX 815
CARRABELLE, FLORIDA 32322

March 2, 2021

Franklin County Board of County Commissioners
Franklin County Planning & Zoning Board
Franklin County Courthouse
Apalachicola, Florida

Re: 1865 Highway 98 W
Tax ID 25-07S-05W-0000-0060-0000

Dear Sirs:

As the owner of Blakey's Beach, LLC located at 1865 Highway 98 W, Carrabelle, Florida I am writing to let you know that I fully support the rezoning of the above referenced property from Residential to C4 mixed use. For reference, the property is directly east of the Camp Gordon Johnston Museum, across from the Carrabelle beach wayside park, and west of the Carrabelle Beach RV Resort.

Not only as owner of the property but as a resident located at 1891 Highway 98 West, my husband, Max Lawhon and I whole heartily endorse this effort. Also, I applaud the efforts of the Whaleys to bring a much needed business and tax revenue to the county.

Should you have any questions concerning this rezoning, please do not hesitate to contact me at 850-933-4166 or by email at j.lawhon@mchsi.com.

Sincerely,

BLAKEY'S BEACH, LLC

Mary Lawhon
Mary Lawhon

STATE OF FLORIDA
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before on March 2, 2021 by MARY LAWHON who is personally known to me or has produced driver's license as identification.

Kelly Collins
NOTARY

3.2.21
DATE

STAMP



LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 01 day of March, 2021, (the "Effective Date") by and between Blakey's Beach, LLC, ("Landlord") and True Grit Trucking, Inc DBA Up Grit Creek ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): 200X300 FT OR/77/134 & OR 90/600 113/314-315 635/640 791/607 ALSO A PARCEL PARTIALLY IN SEC 36 07S 05W OR 563/415 575/391 1250/437 25-07S-05W-0000-0060-0000.

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): Rental for Food Trailer. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on March 01, 2021 and ending on March 01, 2022 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance \$500.00 in monthly installments due on the 1st day of each month during the Term. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent of \$500 a month plus percentage of gross profits for previous month.

5. Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within ten (10) days after such due date, Tenant agrees to pay a late charge of \$50.00.

6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

7. Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

8. Utilities. Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

9. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 100% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

13. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

14. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

I. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

II. General Liability. Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$1,000,000.00 per occurrence.

All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

22. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospective lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

23. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of thirty (30) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of thirty (30) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within ten (10) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after ten (10) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under

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45. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.



Landlord Signature

Blakey's Beach, LLC
Landlord Full Name



Tenant Signature

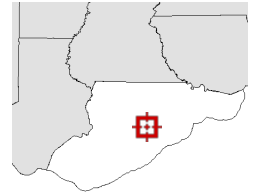
**True Grit Trucking, Inc DBA Up Grit
Creek**
Tenant Full Name



T.



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	25-07S-05W-0000-0060-0000	Alternate ID	05W07S25000000600000	Owner Address	BLAKEYS BEACH, LLC
Sec/Twp/Rng	25-7S-5W	Class	VACANT		1891 HWY 98 W
Property Address	1865 HWY 98 W CARRABELLE	Acreage	n/a		CARRABELLE, FL 32322
District	1				
Brief Tax Description	200X300 FT OR/77/134 & <i>(Note: Not to be used on legal documents)</i>				

Date created: 4/8/2021
 Last Data Uploaded: 4/8/2021 7:46:41 AM

Developed by 

File Attachments for Item:

U. Report

****This report contains items added after the agenda deadline. The Chairman will allow public comments without the completion of a speaker card on any of the action items at the start of the report presentation.*

Action Items

1.BOARD ACTION: Approval to advertise for construction Timber Island Road Project

The bid solicitation for the construction portion of the Timber Island Road Resurfacing Project was ready to go in between commission meetings and to expedite the project, the Planning Department proceeded with the placement of the ad in the local and regional newspapers. Construction will consist of approximately 0.90 miles of widening and resurfacing, striping, signs, and grassing along Timber Island Road. The bids are due to the Clerk's Office by 4:00 p.m. on July 19th and will be read aloud at the commission meeting on July 20th.

Board action to grant retroactive approval for the Planning Department to advertise for construction bids for the Timber Island Road Resurfacing Project.

2.BOARD ACTION: Accept ranking of firms for CEI Timber Island Road Project

At your last meeting, the proposals were opened and released to the ranking committee for the CEI for the Timber Island Road Project. The committee has ranked Southeastern Consulting Engineers as the top firm.

Board action to authorize the Planning Department to proceed with negotiations with Southeastern Consulting Engineers.

3.BOARD ACTION: Acceptance of FAA Airport Coronavirus Response Grant

As reported at your regular meeting on May 18th, the county applied for a second installment of Coronavirus Relief Funding for the Apalachicola Regional Airport. The FAA is providing the funds to help offset declines in aviation revenues arising from diminished airport operations and activities as a result of the COVID-19 public health emergency. The funds provided can only be used for purposes directly related to the airport and can include the reimbursement of an airport's operational and maintenance expenses. The county was notified yesterday of the grant award for \$9,000.

Board action to authorize the chairman's signature on the grant acceptance form contingent upon review by County Attorney Michael Shuler.

4.BOARD ACTION: Notice of Program Closeout – 1st CARES Act Program Allocation

Franklin County received \$2,115,719 in CARES funding based upon the documented cost of public safety personnel during the pandemic. These funds provided aid to other governmental agencies (transfers to the Cities of Apalachicola and Carrabelle), grants to local businesses, assistance to local food pantries, provided for operational expenditures relative to Coronavirus response including disinfectants, barriers, large scale software and computer upgrades, kiosks, message boards and

digital scanners, funded the new computer animated dispatch system for the Sheriff's Department and funded the fortification and protection of the landfill transfer station pad. There is still one pending COVID remediation request for an estimated \$62,558 in antibacterial and antimicrobial surfacing of the county jail of which will be advertised for bid sometime this month. The CARES cost tracking workbook is attached. The Notice of Program Closeout simply attests that Franklin County acknowledges that the 1st round of CARES funding is complete and fully-documented.

Board action to authorize the chairman's signature on the Notice of Program Closeout.

5.BOARD ACTION: Sheriff's E911 Grants

E911 Coordinator Renee Brannan will be available by phone to answer any questions in regards to the following two grants.

a. Regional NG-9-1-1 Grant Agreement and Vendor Contract

At the April 20th meeting, the Board approved the Region 1 GIS Mapping Grant (NG-911) application and regional MOU. This five-year grant will interface mapping data within the region and will leverage technology to enhance response time, provide additional mapping detail and services to process incoming 911 calls. The time-sensitive grant agreement for this project was sent to the E911 Coordinator Renee Brannan and signed by the Chairman on June 3rd. Approval is also requested for the attached sole-source provider Datamark's contract for the regional project.

Board action to approve the chairman's signature on the grant agreement for the Regional NG-911 Grant Program and the Datamark contract.

b.RapidDeploy E911 Software-as-a-Service (SAAS) Agreement

Also at the April 20th meeting, the Board signed the grant agreement for the E911 RapidDeploy grant. This \$63,960 grant is part of the tri-county rural grant for five years of software licensing that will interface the newly updated mapping data with the E911 system at the Sheriff's Department. The RapidDeploy system will combine mapping and data analytics with cloud-based software. This grant will fund the replacement of the existing GEOCOMM software. RapidDeploy is the sole-source provider and the Board's approval of the attached SAAS agreement is requested.

Board action to approve the chairman's signature on the attached RapidDeploy Software-as-a-Service Agreement.

6.BOARD ACTION: Acceptance of Annual Edward Byrne Memorial Justice Assistance Grant (JAG)

Each year, the Sheriff's Department applies for funding through the Edward Byrne Memorial Justice Assistance Grant Program. The 2021 value of the grant is \$34,832 and provides funding for certain law enforcement activities and personnel.

Board action to authorize the chairman to sign the Acceptance of Federal Funding Assistance for the Sheriff's JAG grant.

7.Board Information: CORRECTION Preliminary Estimate of Taxable Value Percentage Increase

At your last meeting, I incorrectly reported the percentage increase in the 2020 to 2021 taxable value. The values were reported correctly, however the percentage increase as reported at 13.81% was the two-year increase in taxable value (from 2019 values), not the one year rate of increase

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from 2020 to 2021 taxable value which is 7.92%. It is still the highest rate of appreciation as seen by Franklin County since the crash of the housing market almost fifteen years ago but not a double digit one-year increase in taxable value that was previously reported. I would also like to make the public aware that this reported number is an increase in the overall taxable value of property for Franklin County – not an increase in the tax rate.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

State of Florida CARES Act Local Government Funding Program
Notice of Program Closeout

Franklin County
May 7, 2021

On July 6, 2020, the Florida Division of Emergency Management (FDEM) entered into Funding Agreement Y2314 with Franklin County (“County” or “Subrecipient”) to pass-through funds from the Coronavirus Relief Fund pursuant to the CARES Act, section 601(d) of the Social Security Act. The County was allocated funding not to exceed \$2,115,719.00 across three (3) Phases of the program as amended by Amendment No. 1 executed on October 2, 2020.

As a reminder, pursuant to and in compliance with the executed Funding Agreement, Franklin County has an obligation to maintain all records applicable to any requests for reimbursement (RFRs), requests for advance (RAVs), interest earned on the county’s allocation, and Franklin County’s spend plan (See Funding Agreement Sec. 9 (a-d)). Additionally, FDEM, Chief Inspector General of Florida, Florida Auditor General, U.S. Treasury Office of Inspector General, and/or any other authorized official under Florida or federal statute may call upon the county at any time to supply additional documentation supporting requests submitted by Franklin County through the FL CARES system.

If you have any questions regarding this closeout, please contact Erin White via email at Erin.White@em.myflorida.com.

DUNS Registered Name	County of Franklin
DUNS Number	040874216
Federal Award Identification Number (FAIN)	SLT0246
Federal Award Date	April 17, 2020
CFDA Number and Name	21.019 – Coronavirus Relief Fund
Subaward Period of Performance	March 1, 2020 – December 30, 2020
Extended Period of Performance	N/A
Amount of Federal Funds obligated by this action by the Division to the County	\$2,115,719.00
Phase 1 Funds Awarded	\$528,930.00
Phase 1 Funds Validated	\$528,930.00
Phase 1 Funds Paid	\$528,930.00

Phase 2 Funds Awarded	\$423,144.00
Phase 2 Funds Validated	\$423,144.00
Phase 2 Funds Paid	\$423,144.00
Phase 3 Funds Awarded	\$1,163,645.00
Phase 3 Funds Validated	\$1,163,645.00
Phase 3 Funds Reimbursed	\$1,163,645.00
Allocation Balance	\$0.00
Remaining Funds to be Reimbursed	\$0.00

SUBRECIPIENT: FRANKLIN COUNTY

By: _____

Name & Title: _____

Date: _____

FID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name & Title: _____

Date: _____

Appendix A

Phase 1 and 2 Requests for Advance Validation

Request ID	Amount Validated	Interest Earned	Date Validated
4183	\$951,135.62		2/3/2021
4194	\$938.38		11/19/2020
8123		\$640.37	4/1/2021

Phase 3 Requests for Reimbursement

RFR Request ID	Funds Dispersed	Date of County Approval	Date of FDEM Approval	Date RFR Paid
7018	\$1,163,645.00	2/4/2021	2/8/2021	2/9/2021

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CARES ACT FUNDING
 AGREEMENT # Y2314, CFDA# 21.019
 PERIOD OF SERVICE: 03/01/20-12/31/20

DIRECT EXPENSES OF 1ST ALLOCATION CARES FUNDING - FUNDING WAS FULLY-DOCUMENTED BY WAGES OF PUBLIC SAFETY PERSONNEL

DATE	REC/CK#	VENDOR	DESCRIPTION	PERSONAL SERVICES (DIRECT OVERTIME RELATED EXPS - EOC) OVERTIME, FICA TAXES, RETIREMENT 001.45.525.1400-001.45.525.2200	OPERATIONAL EXPENDITURES		CAPITAL OUTLAY EXPENDITURES 001.45.525.6401	AID TO CITIZENS 001.45.525.3201 & AID TO OTHER GOVT UNITS 001.45.525.8101	REIMB FOR LOSS OF REVENUE 140.332.000	REVENUE
					OPERATIONAL EXPENDITURES 001.45.525.5201	PROFESSIONAL SERVICES 001.45.525.3101				
04/07/20	73086	CARDMEMBER SERVICE	COVID SAFETY GOGGLES	-	429.13	-	-	-	-	-
04/07/20	73086	CARDMEMBER SERVICE	COVID 3M FILTER	-	480.00	-	-	-	-	-
04/07/20	73086	CARDMEMBER SERVICE	COVID GERMICIDAL CLEANER	-	184.95	-	-	-	-	-
04/07/20	73086	CARDMEMBER SERVICE	P95 FILTERS	-	179.92	-	-	-	-	-
04/07/20	73086	CARDMEMBER SERVICE	INHALATION GASKET	-	100.00	-	-	-	-	-
04/07/20	73086	CARDMEMBER SERVICE	3M FILTER	-	251.81	-	-	-	-	-
04/07/20	73086	CARDMEMBER SERVICE	NITRILE GLOVES	-	400.23	-	-	-	-	-
04/07/20	73092	QUILL CORPORATION	LYSOL, PINESOL	-	40.43	-	-	-	-	-
04/07/20	73092	QUILL CORPORATION	PAPER TOWELS	-	144.55	-	-	-	-	-
04/07/20	73092	QUILL CORPORATION	CLEANING WIPES	-	59.98	-	-	-	-	-
04/07/20	73092	QUILL CORPORATION	PUMP DISPENSER	-	14.76	-	-	-	-	-
04/21/20	73112	CARDMEMBER SERVICE	ALCOHOL WIPES	-	180.00	-	-	-	-	-
04/21/20	73112	CARDMEMBER SERVICE	HAND SANITIZER	-	773.80	-	-	-	-	-
04/21/20	73112	CARDMEMBER SERVICE	NITRILE GLOVES	-	500.00	-	-	-	-	-
05/05/20	73243	QUILL CORPORATION	GLOVES	-	212.80	-	-	-	-	-
05/05/20	73243	QUILL CORPORATION	EXAM GOWNS	-	2,669.70	-	-	-	-	-
05/05/20	73243	QUILL CORPORATION	EXAM GOWNS	-	1,062.84	-	-	-	-	-
05/05/20	73243	QUILL CORPORATION	RETURN PAPER TOWELS	-	(33.18)	-	-	-	-	-
05/19/20	73289	CARDMEMBER SERVICE	ELASTIC BANDS AND FACE MASKS	-	41.52	-	-	-	-	-
05/19/20	73289	CARDMEMBER SERVICE	LYSOL, FOOD FOR VOLUNTEERS	-	75.85	-	-	-	-	-
05/19/20	73289	CARDMEMBER SERVICE	PARTICLE FILTERS	-	341.91	-	-	-	-	-
05/19/20	73289	CARDMEMBER SERVICE	RETURN ARCHEM	-	(134.00)	-	-	-	-	-
05/19/20	73289	CARDMEMBER SERVICE	RETURN ARCHEM	-	(134.00)	-	-	-	-	-
05/19/20	73331	SIGN DESIGN	COVID BEACH CLOSURE SIGNS	-	650.00	-	-	-	-	-
05/19/20	73331	SIGN DESIGN	COVID PARK CLOSURE SIGNS	-	237.00	-	-	-	-	-
05/31/20	PRSTUB 47189	JENNIFER DANIELS	PAYOUT OF COVID COMP EARNED	1,087.67	-	-	-	-	-	-
05/31/20	PRSTUB 47187	PAMELA BROWNELL	PAYOUT OF COVID COMP EARNED	2,385.20	-	-	-	-	-	-
05/31/20	5/31/2020	UNITED STATES TREASURY	FICA TAXES PAYOUT OF COVID COMP EARNINGS	265.68	-	-	-	-	-	-
05/31/20	5/31/2020	FLORIDA RETIREMENT SYSTEM	RETIREMENT CONTRIBUTION DUE COVID COMP EARNINGS	698.21	-	-	-	-	-	-
06/02/20	73406	QUILL CORPORATION	LYSOL DISPENSER	-	32.36	-	-	-	-	-
06/02/20	73415	SIGN DESIGN	COVID BEACH CLOSURE SIGNS	-	501.00	-	-	-	-	-
06/02/20	73420	SUBSTANCIAL STRUCTURES INC	COVID WALL PARTITION BUILDING DEPARTMENT	-	6,793.00	-	-	-	-	-
06/16/20	73448	CARDMEMBER SERVICE	THERMOMETERS	-	157.32	-	-	-	-	-
06/16/20	73448	CARDMEMBER SERVICE	DIGI KEY CORP RETURN	-	(242.82)	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - CBELLE	-	358.12	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - ANNEX	-	637.78	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS GLASS - CLERK	-	956.67	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - CLERK	-	514.48	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - CLERK	-	637.78	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - SOE	-	318.89	-	-	-	-	-
07/07/20	73566	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN - SOE	-	358.12	-	-	-	-	-
07/07/20	73611	SIGN DESIGN	BALLFIELD COVID SIGNS	-	200.00	-	-	-	-	-
07/21/20	73717	QUILL CORPORATION	DISINFECTANT SPRAY	-	46.47	-	-	-	-	-
07/21/20	73717	QUILL CORPORATION	CLOROX DISINFECTANT WIPES	-	34.74	-	-	-	-	-
07/21/20	73649	ATCO INTERNATIONAL	N95 FACE MASK	-	293.23	-	-	-	-	-
07/21/20	73640	ACTION RESTORATION	FOG COURTHOUSE & ANNEX DISINFECTANT MIST	-	21,114.00	-	-	-	-	-
07/27/20	73746 EFT	CENTENNIAL BANK	PROTECTION SHIELDS	-	95.00	-	-	-	-	-
07/27/20	73746 EFT	CENTENNIAL BANK	CROWD CONTROL BARS	-	188.99	-	-	-	-	-
08/04/20	73750	APALACHICOLA ACE HARDWARE	ODORBAN, GLOVES, SPRAY	-	72.72	-	-	-	-	-
08/04/20	73776	DELL MARKETING	SAO LAPTOPS ACCESSORIES	-	1,771.58	-	-	-	-	-
08/04/20	73776	DELL MARKETING	SAO LAPTOPS	-	-	-	2,666.42	-	-	-
08/04/20	73796	HILL MANUFACTURING	SANITIZING MIST, WIPES	-	544.33	-	-	-	-	-

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08/04/20	73823	SIGN DESIGN	COVID BEACH WARNING SIGNS	-	2,250.00	-	-	-	-	-
08/04/20	73780	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREENS CLERK'S OFFICE CIVIL	-	956.67	-	-	-	-	-
08/04/20	73780	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN CLERK'S OFFICE SEC TO THE BOC	-	293.89	-	-	-	-	-
08/04/20	73967	QUILL CORPORATION	DISINFECTANT SPRAY	-	8.99	-	-	-	-	-
08/04/20	73967	QUILL CORPORATION	VIREX DISINFECTANT CLEANER	-	25.14	-	-	-	-	-
08/04/20	73779	ELIZABETH TRAMMELL	REIMB PURCHASE DISINFECTANT SPRAYS	-	20.00	-	-	-	-	-
08/04/20	73779	ELIZABETH TRAMMELL	REIMB PURCHASE DISINFECTANT SPRAYS	-	35.10	-	-	-	-	-
08/14/20	R26844	STATE OF FLORIDA	CARES FUNDING #1 001.332.000, 140.332.000	-	-	-	-	-	-	528,930.00
JE081420	DEF REV	JE DEFERRED REVENUE	JE DEFERRED REVENUE 19/20	-	-	-	-	-	-	(273,687.76)
08/18/20	74007	CARDMEMBER SERVICE	LYSOL WIPES	-	67.91	-	-	-	-	-
08/18/20	74007	CARDMEMBER SERVICE	MIST FOGGERS	-	791.98	-	-	-	-	-
08/18/20	74007	CARDMEMBER SERVICE	MIST FOGGERS	-	558.00	-	-	-	-	-
08/18/20	74007	CARDMEMBER SERVICE	MICROBAN , LYSOL WIPES	-	78.22	-	-	-	-	-
08/18/20	74007	CARDMEMBER SERVICE	QUATRICIDE SPRAY	-	107.78	-	-	-	-	-
08/18/20	74007	CARDMEMBER SERVICE	GLISSEN CHEMICAL DISINFECTANT	-	295.92	-	-	-	-	-
08/18/20	74033	HILL MANUFACTURING	DISINFECTANT WIPES	-	447.00	-	-	-	-	-
08/18/20	74033	HILL MANUFACTURING	AERO DISINFECTANT	-	178.50	-	-	-	-	-
08/18/20	74042	KELLEY FUNERAL HOME	FREEZER STORAGE TIME DUE TO COVID BERKOWITZ	-	350.00	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER	-	71.76	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER, DAWN	-	164.95	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER, WIPES	-	640.68	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER	-	104.75	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	NITRILE GLOVES	-	21.58	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	CLOROX DISINFECTANT WIPES	-	34.74	-	-	-	-	-
08/18/20	74058	QUILL CORPORATION	HAND SANITIZER	-	71.76	-	-	-	-	-
08/18/20	74009	CENTENNIAL BANK	DESK SCREEN CLERK'S MAIN OFFICE	-	499.99	-	-	-	-	-
08/18/20	74017	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN TAX COLLECTOR MAIN OFFICE	-	1,532.80	-	-	-	-	-
08/18/20	74017	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN TAX COLLECTOR CARRABELLE	-	514.48	-	-	-	-	-
08/18/20	74017	EXECUTIVE OFFICE SUPPLY	WELLNESS SCREEN TAX COLLECTOR	-	771.72	-	-	-	-	-
08/18/20	74046	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 07/07/20-08/06/20	-	-	6,480.00	-	-	-	-
09/01/20	74147	ELIZABETH TRAMMELL	DISINFECTANT SPRAY	-	15.60	-	-	-	-	-
09/01/20	74136	SIGN DESIGN	HEALTH DEPT COVID PARKING SIGNS	-	290.00	-	-	-	-	-
09/01/20	74121	QUILL CORPORATION	EXAM GLOVES	-	19.18	-	-	-	-	-
09/01/20	74121	QUILL CORPORATION	NITRILE GLOVES	-	52.95	-	-	-	-	-
09/15/20	74235	QUILL CORPORATION	LYSOL	-	6.79	-	-	-	-	-
09/15/20	74235	QUILL CORPORATION	PURELL HAND SANITIZER	-	53.88	-	-	-	-	-
09/15/20	74244	TAYLOR'S BUILDING SUPPLY	WOOD FOR COVID SIGNS	-	206.97	-	-	-	-	-
09/15/20	74244	TAYLOR'S BUILDING SUPPLY	WOOD FOR COVID SIGNS	-	43.77	-	-	-	-	-
09/15/20	74221	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 08/07/20-09/06/20	-	-	3,015.00	-	-	-	-
09/30/20	PRSTUB 47808	PAMELA BROWNELL	PAYOUT OF COVID COMP EARNED 05/24/20-09/05/20	2,903.90	-	-	-	-	-	-
09/30/20	PRSTUB 47811	JENNIFER DANIELS	PAYOUT OF COVID COMP EARNED 05/24/20-09/05/20	1,556.36	-	-	-	-	-	-
09/30/20	PRSTUB 47805	AMANDA ANTHONY	PAYOUT OF COVID COMP EARNED 07/12/20-09/05/20	603.71	-	-	-	-	-	-
09/30/20	9/30/2020	UNITED STATES TREASURY	FICA TAXES PAYOUT OF COVID COMP EARNINGS	387.39	-	-	-	-	-	-
09/30/20	9/30/2020	FLORIDA RETIREMENT SYSTEM	RETIREMENT CONTRIBUTION DUE COVID COMP EARNINGS	1,008.48	-	-	-	-	-	-
09/30/20	74328	HILL MANUFACTURING	DISPENSERS, WIPES	-	478.00	-	-	-	-	-
09/30/20	74328	HILL MANUFACTURING	DISPENSERS, MIST	-	883.50	-	-	-	-	-
09/30/20	74328	HILL MANUFACTURING	WIPES, DISPENSERS	-	640.75	-	-	-	-	-
09/30/20	74336	KRISTEN KENT	CLOROX DISINFECTANT WIPES	-	11.94	-	-	-	-	-
09/30/20	74357	QUILL CORPORATION	EOC ALCOHOL WIPES	-	7.38	-	-	-	-	-
09/30/20	74358	QUILL CORPORATION	CLOROX DISINFECTANT WIPES	-	15.60	-	-	-	-	-
09/30/20	74324	GOVCONNECTION, INC	CARES LAPTOPS FOR CLERK'S OFFICE	-	6,037.02	-	-	-	-	-
09/30/20	74297	CENTENNIAL BANK	SNEEZE GUARD ANNEX COURTROOM	-	275.00	-	-	-	-	-
10/20/20	74490	CARDMEMBER SERVICE	*FY* 3 CARES LAPTOPS FOR EOC	-	-	-	4,011.00	-	-	-
10/20/20	74572	MANAGEMENT EXPERTS	*FY* CARES PROGRAM MGMT 09/07/20-09/30/20	-	-	2,047.50	-	-	-	-
11/03/20	74684	OFFICE OF THE STATE ATTORNEY	*FY* SAO CARES EARPHONES	-	49.99	-	-	-	-	-
JE093020	JE09/30/20	REVENUE LOSS IN EXCESS OF 5%	ROAD AND BRIDGE FUND - STATE SHARED REVENUE PROCEEDS	-	-	-	-	-	162,029.33	-
FISCAL YEAR 2019/2020 TOTAL				10,896.60	64,096.39	11,542.50	6,677.42	-	162,029.33	255,242.24
10/20/20	74572	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 10/01/20-10/06/20	-	-	585.00	-	-	-	-
11/03/20	74679	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 10/07/20-10/31/20	-	-	6,682.50	-	-	-	-
11/17/20	74744	ATCO INTERNATIONAL	HAND SANITIZER	-	261.66	-	-	-	-	-
11/17/20	74736	ACCESS WIRELESS DATA SOLUTIONS	CARES CRADELPOINT NET CLOUS EMERGENCY MGMT	-	2,287.25	-	-	-	-	-
11/17/20	74751	WALLACE BRASWELL	TRIAGE STATION GROUND PREP	-	500.00	-	-	-	-	-
11/17/20	74841	CENTENNIAL BANK	8 CARES LAPTOPS FOR PROPERTY APPRAISER	-	6,319.92	-	-	-	-	-
11/17/20	74860	UNITED RENTALS INC	6 MESSAGE BOARDS	-	-	-	100,058.82	-	-	-
11/17/20	74860	UNITED RENTALS INC	2020 DOOSAN FORKLIFT	-	-	-	29,386.81	-	-	-

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11/17/20	74849	NET SOUTH	10 CARES COMPUTERS FOR TAX COLLECTOR	-	-	-	13,850.00	-	-	-	
11/17/20	74844	FASTSIGNS	7 COVID KIOSKS	-	-	-	25,651.55	-	-	-	
12/01/20	74920	GATEHOUSE MEDIA	CARES SMALL BUSINESS ASSIST AD	-	202.50	-	-	-	-	-	
12/09/20	R27390	STATE OF FLORIDA	CARES ACT FUNDS 001.332.000	-	-	-	-	-	-	423,144.00	
12/15/20	74994	OPPORTUNITY FLORIDA	CARES ACT SVCS	-	-	2,000.00	-	-	-	-	
12/15/20	74994	OPPORTUNITY FLORIDA	CARES ACT SVCS	-	-	1,500.00	-	-	-	-	
12/15/20	75066	EPROMOS PROMOTIONAL PRODUCT	CARES BAGS, SANITIZERS, WIPES, ETC	-	54,278.78	-	-	-	-	-	
12/15/20	75074	GATEHOUSE MEDIA	CARES SMALL BUSINESS ASSIST AD	-	281.50	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	COURT TECH MICROPHONES	-	294.00	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	MICROPHONE SYSTEM FOR COURT, MONITOR	-	640.42	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	APPLE KEYBOARD FOR MEETING ROOM	-	119.00	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	APPLE MAC MINI BCC	-	928.36	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	CARES MICROPHONE, TV STANDS FOR COURTROOM	-	376.72	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	CARES CABLE FOR COURTROOM	-	5.66	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	CARES 2 MONITORS COURTROOMS	-	339.98	-	-	-	-	-	
12/15/20	75056	CENTENNIAL BANK	WIDESCREEN MONITOR FOR BOARD ROOM	-	199.99	-	-	-	-	-	
12/15/20	74980	BTK INNOVATIONS	14 BODY TEMPERATURE KIOSKS	-	-	-	38,858.00	-	-	-	
12/21/20	75141	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 11/01/20-11/30/20	-	-	7,110.00	-	-	-	-	
12/21/20	75136	GOVERNMENT SOFTWARE ASSURAN	CLOUD BASED SOFTWARE AND DATA CONVERSION TA	-	216,481.00	-	-	-	-	-	
12/21/20	75136	GOVERNMENT SOFTWARE ASSURAN	CLOUD BASED SOFTWARE AND DATA CONVERSION PR	-	216,481.00	-	-	-	-	-	
12/21/20	75143	PREMISE NETWORK SOLUTIONS	4 BOARD MEETING MONITORS	-	-	-	7,250.00	-	-	-	
12/21/20	75140	LYNN'S QUALITY OYSTERS	CARES BUSINESS GRANT	-	-	-	-	1,519.48	-	-	
12/21/20	75142	MSH HIGH FIVE ADVENTURES	CARES BUSINESS GRANT	-	-	-	-	-	7,155.17	-	
12/21/20	75139	ISLAND DOG TOO, LLC	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75138	HOLE IN THE WALL SEAFOOD	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75137	HIGH FIVE DIVE BAR, LLC	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75135	EDGE SALON, INC	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75129	CROOMS MINI-MALL, INC	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75125	CARRABELLE LIGHTHOUSE ASSOCIA	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75124	CARRABELLE CARES CORP	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75145	THE BEACH PIT RESTAURANT	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/21/20	75123	APALACHICOLA MAIN STREET	CARES BUSINESS GRANT	-	-	-	-	-	10,000.00	-	
12/31/20	75148	CARRABELLE UNITED METHODIST CH	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	-	10,000.00	-	
12/31/20	75150	FIRST BAPTIST CHURCH OF EASTPO	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	-	10,000.00	-	
12/31/20	75149	ELDER CARE COMMUNITY COALITION	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	-	10,000.00	-	
12/31/20	75151	FRANKLIN'S PROMISE COALITION	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	-	10,000.00	-	
12/31/20	75332	THE GRAND ORDER OF ARCHANGEL	CARES FOOD PANTRY ASSISTANCE	-	-	-	-	-	10,000.00	-	
12/31/20	JE12/31/20	JE MOVE DEF REV 19/20 TO REV 20/2	JE MOVE DEF REV 19/20 TO REV 20/21 001.332.000	-	-	-	-	-	-	273,687.76	
01/05/21	75227	SIGN DESIGN	REFLECTIVE DECALS FOR FLASHING SIGNS	-	450.00	-	-	-	-	-	
01/19/21	75282	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 12/01/20-12/31/20	-	-	4,612.50	-	-	-	-	
01/19/20	75278	INTELLICHOICE INC DBA E-FORCE	E-FORCE COMPUTER ANIMATED DISPATCH PROGRAM	-	-	-	192,855.54	-	-	-	
02/16/21	75541	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 01/01/20-01/31/20	-	-	7,875.00	-	-	-	-	
02/19/21	R27693	STATE OF FLORIDA	CARES ACT FUNDS 001.332.000	-	-	-	-	-	-	1,163,645.00	
03/16/21	75691	CITY OF CARRABELLE	REIMB PUBLIC HEALTH AND SAFETY EMPLOYEES EXP	-	-	-	-	250,663.02	-	-	
03/16/21	75693	CITY OF APALACHICOLA	REIMB PUBLIC HEALTH AND SAFETY EMPLOYEES EXP	-	-	-	-	393,093.85	-	-	
03/16/21	75728	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 02/01/21-02/28/21	-	-	2,497.50	-	-	-	-	
04/20/21	75940	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 03/01/21-03/31/21	-	-	1,687.50	-	-	-	-	
06/01/21	TBD	MANAGEMENT EXPERTS	CARES PROGRAM MGMT 04/01/21-04/30/21	-	-	1,035.00	-	-	-	-	
06/15/21	TBD	VMW METAL SUPPLY	LANDFILL TRANSFER STATION METAL SHEETING TRANSFER PAD	-	29,178.00	-	-	-	-	-	
TBD	PENDING	PENNTEK EVOLUTION CHIP SYSTEM	JAIL ANTIBACTERIAL & ANTIMICROBIAL SURFACE COAT	-	62,558.00	-	-	-	-	-	
TBD	PENDING	2 MILE WELDING	LABOR TO INSTALL METAL SHEETING TRANSFER PAD	-	4,635.00	-	-	-	-	-	
FISCAL YEAR 2020/2021 TOTAL				-	596,818.74	35,585.00	407,910.72	792,431.52	-	1,860,476.76	
TOTALS				10,896.60	660,915.13	47,127.50	414,588.14	792,431.52	162,029.33	2,115,719.00	

2,087,988.22

27,730.78

U.

Rhonda M. Skipper, CFA

Franklin County Property Appraiser

Apalachicola Office

33 Market Street, Suite 101
Apalachicola, Florida 32320
(850) 653-9236
(850) 697-2112 Ext. 176 or 191
Fax (850) 653-1861



Carrabelle Office

912 NW Ave. A
Carrabelle, Florida 32322
(850) 697-3263
Fax (850) 697-2457

GOOD FAITH ESTIMATE

Franklin County Board of Commission

Please accept this as our June 1st, 2021, **Good Faith Estimate**. Please remember this is only an estimate. Our office is working diligently to provide you the Preliminary Values on July 1st. Listed below are our Final Values from last year and this year's **Good Faith Estimate**.

Last year Final -2,147,985,872

Good Faith Estimate- 2,310,915,668

Thank You,

Rhonda M. Skipper, CFA
Franklin County Property Appraiser

19/20 → 2,030,468,230

20/21 → \$2,140,883,122

Δ → 170,325,46

Δ → ~~13.81%~~ 7.9%

rskipper@franklincountypa.net

↳ this was 2 increases from 19/20



Software-as-a-Service (SaaS) Agreement

The following Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into between RapidDeploy, Inc. located at 720 Brazos Street, Suite 110, Austin, Texas 78701 ("RapidDeploy" or "Grantee") and the Franklin County Sheriff's Office, Located at 270 Highway 65, Eastpoint, FL 32328 ("Client" or "Department") and will, combined with accompanied Exhibit A – Data Protection Addendum, Exhibit B - Service Level Agreement, and Exhibit C - Statement of Work will represent the complete and mutual understanding of the agreement between the parties.

1. THE SERVICES.

1.1 Statements of Work. RapidDeploy and Client will develop and enter into one or more statements of work, in substantially the form attached hereto as Exhibit C (each, a "Statement of Work" or "SOW"). Each Statement of Work shall describe the project, the scope and nature of Services to be performed by RapidDeploy, activities, tasks, and work to be performed by Client, deliverables, compensation, performance criteria, acceptance criteria, roles and responsibilities of the parties, and any additional terms the parties have agreed to. Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control, unless the Statement of Work expressly states otherwise.

1.2 Use of the Services. Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

1.3 Change Orders. During the term of this Agreement, either party may request in writing a change to the SOW ("Change Order"). A Change Order signed and dated by authorized representatives of each party will modify the SOW. It is mutually acknowledged and agreed that any such Change Order may affect the fees or charges payable to RapidDeploy and/or the project schedule. Neither party shall have any obligation respecting any change until an appropriate Change Order or amendment is executed and delivered by both parties.

1.4 Restrictions. Except to the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits. Client hereby acknowledges that it is prohibited from using the Twilio Programmable Chat Feature to store, transmit, or process Personal Data as set forth in the RapidDeploy Privacy Policy, as well as, but not limited to personally identifiable information, criminal justice information, personal health information, or information otherwise governed by the Federal Bureau of Investigation's Criminal Justice Information Services Division and the Health Insurance Portability and Accountability Act.

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| 06-14-2021 |

1.5 Incidental Software. Client may receive software from RapidDeploy, incidental to Client's use of the Services, which would be installed on its Users' devices to enable use of the Services. If that software is subject to an accompanying license agreement, Client must comply with, and cause its Users' to comply with, the terms of that license and any relevant End User License Agreement. If that software does not have an accompanying license agreement, then the terms of this Agreement exclusively apply to Client's use of such software. Client may only use that software: (a) in connection with its use of the Services; (b) for the Subscription Term; and (c) in accordance with this Agreement.

1.6 Third Party Content. As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

1.7 Data Rights and Privacy. In its performance of the Service, RapidDeploy may collect and create Analytics Data, and will process Personal Data as set forth in **Exhibit A** to this Agreement (the "Data Protection Addendum") and RapidDeploy's published privacy policy (www.rapiddeploy.com/privacy), as it may be updated from time to time. As between the parties, Client shall be the sole owner of all Client Content, and RapidDeploy shall be the sole owner of all Analytics Data. Client will not block or interfere with such monitoring unless otherwise permitted in writing between Client and RapidDeploy. Client represents and warrants that it has all necessary right, title and interest in and to any Client Content, including any Personal Data therein, which may be necessary for RapidDeploy to process such data in accordance with the applicable provisions of the Privacy Policy, and as otherwise necessary to perform the Services provided under this Agreement.

1.8 Modifications. RapidDeploy may from time to time: (i) change the Services, or (ii) elect to cease providing any features or functionalities of the Services. Client's continued use of the Services after the effective date of any change will be deemed acceptance of the modified Services. If RapidDeploy makes a material, detrimental change to the Services that affects Client's use of the Services, RapidDeploy will notify Client prior to the effective date of that change. Client may terminate this Agreement by notifying RapidDeploy not later than 30 days after the date of that notice. If Client terminates this Agreement pursuant to this Section, the termination will be effective as of: (a) the date RapidDeploy receives the notice of termination; or (b) any later date specified in the notice (but in any event the effective termination date must not be more than 90 days after the date on which the notice is received, unless otherwise agreed between the parties). In the event that Client terminates pursuant to this Section, Client will be responsible for all fees incurred to and including the effective date of any termination pursuant to this Section, and RapidDeploy will refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination.

1.9 Permitted Disclosures. If RapidDeploy is required by a subpoena, court order, agency action, or any other legal or regulatory requirement, to disclose any of the Client Content, RapidDeploy will provide Client with notice and a copy of the demand as soon as practicable, unless RapidDeploy is prohibited from doing so pursuant to applicable law or regulation. If Client or the User requests, RapidDeploy will, at Client's (or the User's) expense, take reasonable steps to contest and to limit the scope of any required disclosure.

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2. INTELLECTUAL PROPERTY OWNERSHIP.

2.1 Ownership of the Services. RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

2.2 Ownership of Content. Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicenseable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

3. DATA SECURITY AND DATA PRIVACY. The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in Exhibit A to this Agreement (the "Data Protection Addendum").

4. PRICING; ORDERS; INVOICING; PAYMENT; TAXES.

4.1 Pricing. The pricing for the Products will be set forth in from RapidDeploy that itemize the type of Products, the quantities, the prices, and any applicable discounts (each, a "Quote").

4.2 Orders. All Orders based off of Quotes are subject to the terms of this Agreement and are not binding until accepted by RapidDeploy. All Orders are non-refundable and non-cancellable except as expressly provided in this Agreement.

4.3 Payment. Unless otherwise agreed by the parties in writing, (i) fees for the Services will be governed by the applicable Order at the time of invoicing, and (ii) Client must pay all fees for use of the Services in the amount and currency specified in Client's invoice, not later than 30 days after the date of the invoice. Electronic delivery of such invoices to an email designated by Client will be permitted.

4.4 Taxes. Client will be responsible for any sales, use, excise, value-added or other tax that is assessed as applicable on the Services and deliverables provided by RapidDeploy. Client represents and warrants that no sales, use, excise, value-added or other tax is or will be payable on the Services and deliverables provided by RapidDeploy under this Agreement. Client shall supply RapidDeploy with a proper tax exemption certificate acceptable to the taxing authorities prior to provision of the Services.

4.5 Concurrent Pricing. The quantities and unit costs as set forth in Exhibit D have been mutually agreed between Client and RapidDeploy as of the date of the Effective Date based on normal operating conditions. The parties agree to review concurrent quantity annually, thirty (30) days before the anniversary of the Effective Date to determine if adjustments for the subsequent renewal term is required. Changes to concurrent quantity or unit costs will be effective on the anniversary of the Effective Date and shall not be retroactive to the current year subscription. No additional costs will be incurred by Client in the event of increased usage due to unforeseen or otherwise unplanned events, including, but not limited to natural disasters, extreme weather, or terrorism.

4.6 Annual Billing and Milestone Billing. The quantities and unit costs as set forth in Exhibit D – Pricing Schedule/Quote shall be due annually and may change year to year due to changes in concurrent usage, third-party licensing costs, or other

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changes in scope as defined in **Exhibit C – Statement of Work** or otherwise mutually-agreed in writing. The annual subscription shall be invoiced on the anniversary date of Contract Execution/Go-Live Date for the upcoming subscription year. Initial year annual billing shall be based on Milestone Billing as defined in **Exhibit C – Statement of Work**.

5. SUSPENSION.

5.1 Generally. RapidDeploy may suspend Client's use of any Services if: (i) Client is in breach of this Agreement and does not cure that breach within 10 days after RapidDeploy notifies Client of that breach; (ii) Client's use of the Services poses a security risk to the Services or to other users of the Services; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. If possible and permitted by law, RapidDeploy will give Client notice before suspending Client's use of the Services, unless RapidDeploy reasonably determines that providing notice presents a risk of harm to the Services, to other users of the Services, or to any person or property, in which case RapidDeploy will notify Client as soon as feasible or permitted. RapidDeploy will suspend Client's access only to the Services that are the subject of the issue giving rise to the suspension. RapidDeploy will promptly reinstate Client's access to the Services once RapidDeploy has determined that the issue causing the suspension has been resolved. In the event of a suspension of the Services, RapidDeploy will provide Client with access to Client Content as needed to maintain continuity of Client's operations.

5.2 Effect of Suspension. Client will remain responsible for all fees incurred before and during any suspension, and Client will not be entitled to any service credits under this Agreement that Client might have otherwise accrued during any suspension.

6. TERMINATION.

6.1 Termination for Cause.

(i) RapidDeploy may terminate this Agreement effective immediately upon written notice to Client if Client does not resolve the underlying cause resulting in a suspension pursuant to Section 5 (other than suspension due to a subpoena, court order, or other legal requirement) within 10 days after Client's Account is suspended.

(ii) Subject to Section 6.1(i), either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) commits a breach of this Agreement and fails to cure within 30 days of notice of that breach; (b) commits a material breach of this Agreement that cannot be cured; or (c) terminates or suspends the operation of its business in the ordinary course (excluding a "Force Majeure" in accordance with Section 13.8).

(iii) If Client terminates the Services pursuant to Section 6.1(ii), RapidDeploy shall refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination.

6.2 Termination for Convenience. Upon 12 months prior written notice to RapidDeploy, Client may terminate this Agreement for convenience when it is in the best interests of the Client. If this Agreement is so terminated, RapidDeploy shall be compensated for all necessary and reasonable direct costs. RapidDeploy shall refund to Client any prepaid fees for the Services prorated over the remaining portion of the then-current Subscription Term as of the effective date of the termination.

6.3 Termination for Insolvency. Either party may terminate this Agreement effective immediately upon sending the other party notice if that party: (i) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (ii) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

6.4 Effect of Termination.

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(i) Upon the effective date of termination of this Agreement for any reason: (a) Client must stop all use of the Services, and (b) both parties must return or, if requested, destroy any Confidential Information of the other party.

(ii) Any provision that, by its nature and context is intended to survive termination or expiration of this Agreement, will survive. The following provisions shall survive the expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 13, and the **Data Protection Addendum**.

(iii) Except as otherwise expressly stated in this Agreement, any termination of this Agreement, including expiration of the Subscription Term, will not entitle Client to any refunds, credits, or exchanges, and Client will be liable for all fees incurred until the end of the Subscription Term or effective date of termination, whichever is earlier, as well as any fees owed for Services completed as of the effective date of termination.

7. SUPPORT AND SERVICE LEVELS; TRAINING.

7.1 Support and Service Level Agreement. RapidDeploy shall provide Support in respect of the Services during the Subscription Term. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week. Additional information on RapidDeploy's Service Level Agreement is set forth in **Exhibit B**.

7.2 Third-Party Integrations. The Services can be used as a standalone service, or in conjunction with the TomTom Webfleet Platform or such other third-party navigation systems, and the Client may subscribe to the TomTom Webfleet Platform or such other such other navigation systems directly with the provider thereof. If the Services have been activated, the Effective Date will be as noted in the Order Form regardless of whether TomTom or such third-party installation has been successfully completed. The support offered by RapidDeploy is in relation to the Services and all support queries relating to the TomTom Device, the TomTom Webfleet Platform, or other third-party navigation services should be directed to third-party support. RapidDeploy shall not be responsible for any loss of Client Content or other issues detrimental to the Client's business where such issues were caused by or are otherwise attributable to other third-parties, the TomTom Devices, or TomTom Webfleet Platform.

7.3 Access to Training. All training material will be available to Client through online knowledge management system, including detailed documentation of platform updates. The Knowledge Management System is accessible to all authorized users as part of the software platform. Client-specific training requirements will be addressed separately in a Statement of Work.

8. LIMITED WARRANTY. RapidDeploy warrants that the Services will substantially conform to the applicable Documentation during the Subscription Term, provided that (a) at all times the Services have been used in accordance with this Agreement; (b) the Services have not been used or combined with non-RapidDeploy products, services or content, including any Content and/or any Third-Party Content, and (c) no modification to the Services has been made without RapidDeploy's express written approval. This limited warranty shall not apply to Services provided on a no-charge basis. RapidDeploy shall, at its own expense, use commercially reasonable efforts to cause the Services to conform to the limited warranty. Warranties will start upon the acceptance of RapidDeploy platform(s) as defined in applicable statement(s) of work.

9. DISCLAIMER. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAPIDDEPLOY, FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES OR TO ANY MATERIALS OR SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT (INCLUDING ANY THIRD PARTY CONTENT), WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RAPIDDEPLOY AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICES WILL MEET (OR IS DESIGNED TO MEET) CLIENT'S BUSINESS REQUIREMENTS.

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10. INTELLECTUAL PROPERTY CLAIMS.

Indemnification by RapidDeploy

(i) If the Services become or in RapidDeploy's opinion are likely to become the subject of an Infringement Claim, RapidDeploy will at its option and expense: (a) procure the rights necessary for Client to keep using the Services; or (b) modify or replace the Services to make them non-infringing; or (c) terminate this Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.

(ii) RapidDeploy shall have no obligation under this Section 10.1 or otherwise with respect to any Infringement Claim based on: (a) combination of the Services with non-RapidDeploy products, services or content, including any Content and/or any Third-Party Content; (b) use of the Services for a purpose or in a manner not permitted by this Agreement; (c) any modification to the Services made without RapidDeploy's express written approval; or (d) any Services provided on a no-charge basis. This Section 10.1 states Client's exclusive remedy and RapidDeploy's entire liability for any Infringement Claims.

11 INDEMNIFICATION. Subject to the remainder of this Section 10.2, Client shall: (a) defend and hold harmless RapidDeploy and its members, officers, directors, employees, agents and successors from and against any and all third party claims of loss, expense, damage, or infringement (including reasonable legal fees and expenses incurred in connection therewith or arising therefrom) arising from (i) Client's combination of the Services with non-RapidDeploy products, services or content, including any Content and/or any Third-Party Content; (ii) Client's use of the Services for a purpose or in a manner not permitted by this Agreement; (iii) any modification to the Services made without RapidDeploy's express written approval, and (iv) RapidDeploy not being classified as an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and (b) indemnify RapidDeploy from all fines, damages, and costs finally awarded against RapidDeploy by a court of competent jurisdiction or a government agency or agreed to by Client in settlement arising out of the foregoing third party claims. The foregoing obligations are applicable only if RapidDeploy: (A) provides Client with notice of the claim subject to indemnification within a reasonable period after learning of the claim; (B) allows Client sole control over the claim's defense and settlement; and (C) reasonably cooperates in response to Client's requests for assistance. Client will not, without RapidDeploy's prior written consent, which will not be unreasonably withheld, conditioned, or delayed, enter into any settlement that obligates RapidDeploy to admit any liability or to pay any unreimbursed amounts to the party bringing the claim.

12. LIMITATION OF LIABILITY.

12.1 Other Emergency Communications Service Provider. Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

12.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RAPIDDEPLOY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICES OR OF ANY CONTENT, OR LOSS OF DATA, FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, SUPPLY FAILURES, OR OTHER INTERRUPTIONS, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER RAPIDDEPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS

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DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

12.3 Cap on Monetary Liability. NEITHER PARTY'S LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT WILL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO RAPIDDEPLOY FOR CLIENT'S USE OF THE SERVICES GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL NOT APPLY TO (I) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (III) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (IV) CLIENT'S INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF RAPIDDEPLOY'S INTELLECTUAL PROPERTY RIGHTS, OR (V) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

12.4 Further Limitations. Neither party may bring a claim under this Agreement more than 18 months after the cause of action arises.

13. CONFIDENTIALITY.

13.1 Protection. Either party (the "recipient") may use Confidential Information of the other party (the "discloser") disclosed to it in connection with this Agreement solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted by this Agreement during the Initial Term and any Renewal Term(s) of this Agreement. Each party shall use reasonable care to protect that Confidential Information in the same manner as such party protects its own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 12. The recipient may also disclose the discloser's Confidential Information in accordance with the procedures set forth in Section 1.9. Except as required by applicable law, rule, or regulation, upon termination of this Agreement and all related Services, a recipient shall (at the discloser's option) return or destroy all Confidential Information, such destruction to be achieved by, at a minimum, the burning, pulverizing, shredding, erasing or otherwise modifying the Confidential Information so that the Confidential Information cannot be read, deciphered or reconstructed through generally available means. In connection therewith, upon request, a recipient shall certify to such destruction by an authorized person from the recipient's entity with responsibility for such matters. For the avoidance of doubt, any Confidential Information retained pursuant to the exceptions set forth above shall remain subject to the confidentiality and non-use provisions of this Section 12 for so long as such Confidential Information is retained.

13.2 Exceptions. The recipient's obligations under Section 12.1 with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information: (i) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (ii) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (iv) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

13.3 Injunctive Relief. Each party acknowledges that disclosure or use of the other party's Confidential Information in violation of this Agreement may cause irreparable harm to the discloser for which monetary damages may be an inadequate remedy and difficult to ascertain. Therefore, each party agrees that the discloser will have the right to seek injunctive or other equitable relief for any violation of the confidentiality provisions of this Agreement by the recipient, in addition to any other rights and remedies that the discloser may have at law.

14. GENERAL.

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14.1 Publicity. RapidDeploy may, after receiving prior written approval, reference Client in its marketing materials as a Client of RapidDeploy, subject to Client's trademark and logo usage guidelines, if any, provided by Client to RapidDeploy.

14.2 Subcontracting. RapidDeploy may subcontract any of its obligations under this Agreement, including the provision of the Services without the prior written consent of Client. RapidDeploy shall remain responsible to Client for the performance of its obligations hereunder that are performed by a subcontractor.

14.3 Export Compliance. Client shall not, directly or indirectly, export (including any "deemed export"), or re-export (including any "deemed re-export") any Intellectual Property Rights of RapidDeploy (including any associated products, items, articles, computer software, media, services, technical data, and other information of RapidDeploy, its licensors or suppliers) in violation of any applicable laws.

14.4 Governing Law. This Agreement is governed by the laws of the State of New York (excluding its conflict of law rules), and the federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

14.5 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.6 Recovery of Expenses. In any legal or other dispute resolution proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including reasonable legal fees and expenses.

14.7 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered to the address below if sent by overnight mail (in which case delivery shall be deemed to have been effected one (1) business day from the date of mailing), or by electronic mail (in which case delivery shall be deemed to have been effected on the day that confirmation of receipt of the transmission is received). Any notice by RapidDeploy to Client under this Agreement will be given by email to the email address associated with Client's Account. Client must direct legal notices or other correspondence to RAPIDDEPLOY INC. , Address: 720 Brazos Street Suite 110, Austin, TX 78701, Attention: Legal Department.

14.8 Force Majeure. Neither party will be liable for any delay, loss, damage, or failure to perform its obligations under this Agreement or any applicable Addendum, Exhibits or Amendments, except for Client's payment obligations, due to any cause beyond such party's reasonable control including, but not limited to, fire, explosion, power blackout, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, floods, lighting strikes, storms or other acts of nature, embargoes, riots, acts or orders of civil or military authority, acts of terrorism, war, acts of God, acts of the public enemy, acts of regulatory or governmental agencies, or other causes beyond the party's reasonable control.

14.9 Assignment. Neither party may assign its rights and obligations under this Agreement, except with the prior written consent of the other party; provided that RapidDeploy may assign its rights and obligations under this Agreement without the consent of Client, in connection with the sale of all or part of RapidDeploy's business, whether by merger or the sale or transfer of RapidDeploy's stock or assets. Any purported assignment of rights or delegation of performance in violation of this section is void.

14.10 Independent Contractors. The relationship between RapidDeploy and Client is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.11 Third Party Rights. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

14.12 Order of Precedence. The terms of this Agreement will supersede any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by Client relating to any Order for the Services. Other than with respect to the **Data Protection Addendum**, if there is a conflict between the provisions of this Agreement and any other document referenced in this Agreement, this Agreement will control.

14.13 Entire Agreement. This Agreement, along with its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14.14 Amendments. Except as otherwise provided herein, no amendment to this Agreement will be effective unless it is in writing and signed by both parties.

14.15 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force to the extent feasible.

14.16 Counterparts. This Agreement may be signed in one or more counterparts, which together will form a single agreement.

14.17 Infrastructure. All hardware and infrastructure provided to Client by RapidDeploy shall be owned and maintained by RapidDeploy or its agents and shall be returned to RapidDeploy at the end of the contract term.

15. DEFINITIONS.

“Account” means an account enabling Client to access and use the Services.

“Client Content” means all Incident Data (as defined in the **Data Protection Addendum**), and other data, records, reports and files uploaded or transmitted to RapidDeploy by Client or otherwise generated by the Client’s Users or otherwise generated by the Client’s Users when accessing or using the Services, but does not include (i) Third Party Content, or (ii) Analytics Data (as defined in the **Data Protection Addendum**).

“Concurrent Usage” is defined as the average number of logged-in users over a 24-hour period.

“Confidential Information” means Client’s Login Credentials, and any non-public technical, business, or other information or materials (in whatever form) disclosed or otherwise made available by either party to the other regarding this Agreement or the Services, designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information), or if not so marked or announced, should reasonable have been understood by the receiving party to be confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure, or the nature of the information itself.

Deployment Date is the day in which the RapidDeploy platform has been transferred to the customer and becomes available for use. This date is the transition between the testing/staging environment into the production environment.

Go-Live Date as defined by RapidDeploy is post deployment date when the customer has been trained and transitioned to the customer success team.

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The deployment date typically occurs before training and full user rollout. The deployment date triggers contract start dates and monthly billing for the Services. Both the deployment date and go-live date are independent of billing milestones and payment terms.

“**Documentation**” means the documentation and user manuals related to the Products made available by RapidDeploy to Client which may be updated from time to time.

“**Effective Date**” means the date on which Client’s authorized use of the Services begins, as set forth in the applicable Order. “**Emergency Maintenance**” means unforeseen interruptions to the Services that RapidDeploy must address in order to restore the Services or prevent interruptions on an ‘emergency’ basis.

“**Infrastructure**” means the information technology and telecommunications infrastructure and systems, including computer and telecommunications networks, equipment, hardware, software, middleware, firmware, data, databases, peripherals, terminals and components.

“**Infringement Claim**” means any claim by a third party that the Services infringes any patent, trademark, or copyright of a third party, or misappropriates a trade secret of a third party (but only to the extent that the misappropriation is not a result of Client’s actions).

“**Intellectual Property Rights**” means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

“**Login Credentials**” means the username and password allocated by RapidDeploy to Client to access the Services.

“**Order**” means the internet order page, or other ordering document, that specifies Client’s purchase of a Product.

“**Product**” means the specific RapidDeploy product offering(s) Client has selected and which is made available under this Agreement as the Services.

“**Prohibited Content**” means content that: (a) is illegal under applicable law; (b) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (c) contains indecent or obscene material; (d) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (e) promotes unlawful or illegal goods, services, or activities; or (f) contains false, misleading, or deceptive statements, depictions, or sales practices.

“**Renewal Period**” means that upon expiry of the initial N-year Subscription Term, this agreement may renew automatically upon written agreement of both parties for N successive periods of 12 months (each a “**Renewal Period**”) unless either party terminates this agreement on 6 months’ written notice prior to the end of the initial Subscription Term or the then current Renewal Period.

“**Scheduled Maintenance**” means any foreseen interruptions to the Services and shall include scheduled maintenance, hardware and/or software upgrades, and scheduled electricity blackouts.

“**Services**” means the subscription services provided by RapidDeploy to Client in terms of this Agreement comprising (*inter alia*) the access to and use of the specific Product(s) Client has selected, as more fully described in the Documentation relating to the relevant Product.

“Subscription Term” means the initial term of Client’s authorized use of the Services, as set forth in the applicable Order, together with any renewal terms (if applicable). The initial term begins on the earlier of: (a) the date on which Client start using the Services; or (b) as otherwise specified in the Order.

“Support” in relation to the Services, means support services in respect of the use of, and the identification and resolution of errors in the Services.

“TomTom” means TomTom NV, a Dutch company, and its affiliates.

“TomTom Device” means any hardware component installed in a vehicle through which the TomTom Webfleet Platform can be accessed.

“TomTom Webfleet Platform” means the TomTom fleet navigation product described at https://telematics.tomtom.com/en_us/webfleet/products/webfleet/.

“Twilio Programmable Chat Feature” means the chat function integrated into RapidDeploy’s Services powered by the Twilio cloud (a third-party service).

“Unscheduled Maintenance” means any unforeseen interruptions to the Services and may include required updates, procedures, downtime, unavailability of the internet or problems with Infrastructure.

“Users” means any person who uses the Services or accesses Content under Client’s Login Credentials, and may include Client’s employees, contractors, service providers, and other third parties.

“Third Party Content” means data, services, content, software, or applications provided by a third party, that interoperates with the Services. As an example, Third Party Content may include an application that is listed on a marketplace or in a catalog. Third Party Content may include open source software. However, to the extent open source software is embedded in the Services, the open source software will not be deemed to be “Third Party Content”, and all provisions in this Agreement applicable to the Services (e.g., our warranty, liability, indemnification, and other obligations) will control as between Client and RapidDeploy over any conflicting terms set forth in any open source software license otherwise applicable to that open source software.

16. CONTRACTING WITH THIRD PARTIES.

The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.

16.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor’s compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

16.2 With the Grantee’s approval, the Grantee’s contractor may subcontract work performed, and the Grantee’s contractor will be fully responsible for satisfactory completion of all subcontracted work.

16.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain:
 16.3.1 language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor’s compliance with, all applicable state and federal laws and regulations.

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16.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and

16.3.3. without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

17. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

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U.



1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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U.

IN WITNESS WHEREOF, Client and RapidDeploy have caused this Agreement to be signed by their duly authorized representatives.

SIGNED by the parties as follows:

Entity Name	FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
Billing Address	FRANKLIN COUNTY SHERIFF'S DEPARTMENT 270 STATE ROAD 65, EASTPOINT, FL 32328
Signature Date	
Signatory Name	RICKY D. JONES
Signatory Position	CHAIRMAN, BOCC

Signature:

For and on behalf of **RapidDeploy**

Entity Name	RapidDeploy, Inc.
Billing Address	720 Brazos Street, Suite 110 Austin, TX 78701
Signature Date	
Signatory Name	Jon Samuelson
Signatory Position	VP of Commercial Operations

Signature:

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Exhibit A
Data Protection Addendum

As part of the services provided under the Software-as-a-Service Agreement (the "Agreement") by and between RapidDeploy Inc. ("RapidDeploy") and the Franklin County Sheriff's Office ("Client"), RapidDeploy may process Personal Data of Client's employees, agents, advisors, contractors, clients, and others.

This Data Protection Addendum (the "DPA") describes each party's obligations with respect to its handling of Personal Data provided under the Agreement. This DPA is hereby incorporated into and made a part of the Agreement and shall terminate as and to the extent provided in the Agreement. Any capitalized terms not defined herein will have the definition used in the Agreement. The terms of this DPA will control to the extent inconsistent with the Agreement.

1. Definitions. In this DPA, these terms will have the following meanings:

"Analytics Data" means data relating to the configuration, performance, usage, and consumption data relating to the use of the Services provided to Client under the Agreement, metadata relating to devices, networks, or technical services used in connection with the Client Users' provision or delivery of the Services, Deidentified Data collected or created by RapidDeploy in connection with its performance of the Service, and any Incident Metadata (as defined in the RapidDeploy Privacy Policy).

"Controller" means a person that, either alone or with another person, determines the purposes and means of Processing Personal Data.

"Data Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or transmitted, stored or otherwise Processed hereunder.

"Data Protection Laws" means, to the extent applicable to Personal Data Processed under the Agreement, all laws, statutes, regulations, rules, treaties, executive orders, directives, or other official guidance or releases regarding data protection, privacy, data security, confidentiality, and data breach notification that are then in effect and applicable to a party or Personal Data Processed under the Agreement including, without limitation, all United States Federal Trade Commission ("FTC") rules, regulations and guidance relating to the collection, use, disclosure and Processing of Personal Data.

"Data Subject" means any natural person to whom, or household to which, Personal Data relates.

"Deidentified Data" shall mean data that has been reasonably anonymized, aggregated, or pseudonymized

such that the data does not directly identify a Data Subject or Client.

"Incident Records" shall mean any recording, transmission, or the storage of communications made or received by Client's Users through the Services, as well as content relating to event descriptions, incident reports, or other narrative descriptions of any 911 call, emergency services incident, or other similar event, that is input into the Services by Client Users.

"Personal Data" means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as "Personal Information" CCPA, and analogous provisions of other applicable Data Protection Laws.

"Process" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means a person, to the extent that person Processes Personal Data on behalf of a Controller.

2. Compliance with Data Protection Laws. Each party will comply with all applicable Data Protection Laws, as well as all other laws, rules and regulations applicable in relation to the party's Processing of Personal Data.

3. Controller/Processor. The Parties agree that RapidDeploy is intended to be a Processor with respect to Personal Data included in any Client Content, and is intended to be a Controller with respect to any Personal Data included

in any Analytics Data. RapidDeploy may process Client Content only for the purposes of providing the Services as set forth in the Agreement and in Schedule 1 hereto.

4. Processor Obligations. When acting as a Processor, RapidDeploy will, and is hereby authorized to, Process Personal Data on behalf of Client in accordance with the documented instructions of Client, which include without limitation, such Processing as is reasonably necessary to perform its obligations under the Agreement (and any additional agreements and order forms entered into between the parties thereunder). The foregoing limitations on processing shall not limit RapidDeploy's ability to perform any Processing required under any law or subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority ("Demand") to which RapidDeploy is subject. Except where the law prohibits such disclosure on public interest grounds, RapidDeploy will promptly notify the Client of any Demand that it receives, and which relates to the processing of Client's Personal Data. At the Client's or Users request, RapidDeploy will provide the Client with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for the Client to respond to the Demand in a timely manner pursuant to section 13.8 of the Agreement.

5. Client Obligations. Client is responsible for compliance with its obligations under relevant laws regarding the collection of Personal Data and the transmission of Personal Data to RapidDeploy, including but not limited to any required notices, consents and authorizations. Client also is responsible for its decisions and actions concerning the use and disclosure of Personal Data, provided that Client represents and warrants that it has obtained all necessary right, title and interest in and to any Personal Data provided to RapidDeploy hereunder as may be necessary for RapidDeploy to perform the Services.

6. Authorized Persons. RapidDeploy will ensure that persons authorized to Process the Personal Data (including without limitation all Subprocessors, as defined below) are under an appropriate contractual or statutory obligation of confidentiality with respect to such Personal Data.

7. Termination. During the 90 days following termination of the Agreement, RapidDeploy will return or otherwise make available to the Client any Personal Data, Incident Records and Client Content that RapidDeploy maintains on behalf of Client as of the date of termination. Following such 90 day period, or as otherwise specified in the Agreement, RapidDeploy will cease Processing, and promptly delete or otherwise render reasonably inaccessible all Incident Records and Client Content, except as may be

required by law, or which may be retained in connection with RapidDeploy's rights under Section 1.7 of the Agreement.

8. Subprocessing. Client hereby authorizes RapidDeploy to appoint additional Processors to Process Personal Data on RapidDeploy's behalf or perform its obligations under the Agreement ("Subprocessor"). RapidDeploy will perform reasonable due diligence to ensure that any Subprocessors comply with the RapidDeploy's Processing obligations under this DPA. RapidDeploy accepts liability for, and shall remain liable to Client with respect to, third parties' Processing of Personal Data. Specific Subprocessors used by RapidDeploy may vary based on the services provided under the Agreement, and Client may request a list of Subprocessors intended to process Personal Data on Client's behalf by submitting a request to Client's RapidDeploy account representative.

9. Security. RapidDeploy will implement and maintain reasonable and appropriate administrative, technical, and procedural measures designed to ensure a level of security that reasonably mitigates the risk of unauthorized access, use, disclosure, modification or other processing of Personal Data. RapidDeploy may modify its security controls, process, or procedures in its sole discretion, provided that the level of security protecting Client's Personal Data shall always meet the requirements of this Section 8 and applicable Data Protection Law.

10. Data Incidents. RapidDeploy will notify Client without undue delay if RapidDeploy becomes aware of a Data Incident affecting Personal Data Processed by RapidDeploy under this Agreement. Such notice will include information, to the extent known by RapidDeploy, which may be necessary for Client to comply with applicable Data Protection Laws, and RapidDeploy will provide Client with updates to such information, and assist Client, each as reasonably necessary for Client to meet its obligations under applicable Data Protection Laws. The foregoing obligations to provide cooperation and assistance to identify the cause of a Personal Data incident and to take steps to remediate such incident shall not apply to incidents that are caused by the Client, Users authorized by the Client, or any non-RapidDeploy products or services, provided that RapidDeploy may agree to provide such assistance at the expense of the Client.

11. Data Subject Rights. Each party will promptly notify the other of any communication from a Data Subject or supervisory authority regarding: (i) the Processing of Personal Data under the Agreement; (ii) a party's compliance with the terms of this DPA; or (iii) a Data Subject's exercise of rights under applicable Data Protection Laws. Notifications to RapidDeploy should be sent to ussales@rapiddeploy.com and to Client at

r.brannan@franklinsheriff.com. To the extent reasonably necessary given the nature of the party's Processing, each party will use commercially reasonable technical and organizational means to assist the other party in the fulfillment of its obligations in relation to a Data Subject's exercise of its rights under applicable Data Protection Laws, or in connection with any response to Data Subjects or supervisory authorities.

12. Assistance. To the extent necessary in relation to RapidDeploy's Processing of Personal Data hereunder, RapidDeploy will provide reasonable assistance to Client with any data protection impact assessments or any prior consultations with supervisory authority which may be required under applicable Data Protection Laws.

13. Information. Each party will maintain, and RapidDeploy will make available to Client upon reasonable notice (and subject to any applicable requirements or limitations regarding audit timing, access, and/or confidentiality), such information as is reasonably necessary to demonstrate such party's compliance with the terms of this DPA and the Data Protection Laws.

14. Amendment. In the event a change in applicable data protection law requires an amendment to this DPA, RapidDeploy may upon 30 days prior written notice to Client, update or revise this DPA as and to the extent required by applicable Data Protection Laws. Any amended version of this DPA shall take effect after such 30 day period unless Client provides written notice of its reasonable objections during such period. In the event of reasonable Client objections, the Parties shall negotiate in good faith to amend this DPA to conform to the relevant requirements of applicable Data Protection Laws.

15. Non-Compliance Notice. RapidDeploy will promptly inform Client if, in its opinion, an instruction of Client violates any Data Protection Laws. Further, in the event RapidDeploy (or Subprocessor or other third party to whom RapidDeploy discloses Personal Data) is unable to comply with applicable Data Protection Laws, RapidDeploy shall promptly notify Client and either (i) promptly take all steps necessary to comply with all applicable Data Protection Laws, or (ii) cease Processing Personal Data to the extent not compliant with applicable Data Protection Laws.

Schedule 1 to Data Protection DPA

Description of Processing

PROCESSING INFORMATION

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): Employees, contractors, agents, and representatives of the data exporter authorized to use the Services, as well as members of the public whose Personal Data is provided directly, or indirectly by Client, to RapidDeploy, in connection with the Client or individual's use of the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

- *Identity Data* (Personal Data reflecting data subject's identity, e.g. name, ID/driver's license number, gender, date of birth, photo/avatar, username, persistent user identifiers/ID number, biographical information)
- *Contact Data* (Personal Data used to contact a data subject, e.g. email address, physical address, phone number, or usernames/handles for online services)
- *Device/Network Data* (Personal Data relating to data subject's device, browser, or application e.g. IP addresses, MAC addresses, application ID/AdID/IDFA, identifiers from cookies, session navigation history and similar browsing metadata, and other data generated through applications and browsers, including cookies and similar technologies)
- *Audio/Visual Data* (Personal Data contained in connection with audio or visual recordings or other audio/video content.)
- *Inference Data* (Personal Data inferred about personal characteristics and preferences, such as demographics, interests, behavioral patterns, psychological trends, predispositions, or behavior)
- *Location Data* (Personal Data relating to data subject's precise location, such as information collected through a device's GPS, WiFi, or other precise localization service)

Processing purposes

The personal data transferred will be subject to the following basic processing activities (please specify):

- A. **Client Content & Incident Records.** Personal Data included in any Client Content and Incident Records will be processed as follows:
 - a. as necessary for RapidDeploy to provide its contracted services under the Agreement;
 - b. to fulfill the requests of Client and as otherwise necessary in connection with RapidDeploy's contractual obligations to Client;
 - c. as necessary to grant authorized users access to the RapidDeploy service, in connection with processes designed;
 - d. to ensure or support reasonable and adequate security of the RapidDeploy services, networks, and connected systems;
 - e. in connection with customer support and account management functions for Client Users;
 - f. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement;
 - g. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);
 - h. to monitor Client's usage of the Services to allow RapidDeploy to verify Client's compliance with the terms of this Agreement and other legitimate interests of RapidDeploy; and
 - i. all other uses described in the RapidDeploy privacy policy with respect to the Client Content or Incident Records which apply in the context of Client's use of the Service.
- B. **Analytics Data.** RapidDeploy may process Client Content, to create, and may otherwise collect and use, Analytics Data which it will use:

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- a. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);
- b. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement
- c. to create De-Identified Data, aggregated analytics, and other information relating to emergency services use, responses, trends, and other analytics or data that RapidDeploy may determine from time to time; and
- d. all other uses described in the RapidDeploy privacy policy with respect to Analytics Data.



Exhibit B
Service Level Agreement

Purpose

This document sets forth the Service Level Agreement (SLA) held between RapidDeploy and its clients and/or prime contractors during the Subscription Term. This Service Level Agreement will include, but is not limited to, the platform (RapidDeploy) and guaranteed uptime thereof, the customer support process as outlined by the RapidDeploy support process, and the escalation processes and details to provide consistent and visible service delivery processes.

Definitions

"Planned Maintenance" means planned downtime of the RapidDeploy platform, as announced by RapidDeploy prior to the Services becoming unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the month in which the RapidDeploy services were unavailable due to Severity 1 incidents. Monthly uptime percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Unavailable" and "Unavailability" in the context of RapidDeploy services, means where the platform is unresponsive or unreachable due to a fault or failure of the RapidDeploy technical delivery infrastructure and specifically excludes inability for Client to connect to the platform due to unavailability of Internet connectivity (primary or backup) or any other third-party products or services including, but not limited to, third-party integrations (including ALI), hardware, software, and infrastructure required to access and communicate with RapidDeploy services.

1. Service Reliability:

- a. RapidDeploy shall use proactive and technically appropriate measures to provide an uptime of 99.99% for the RapidDeploy Platform Services for the measurement period and subject to exclusions outlined below in Section 2.
- b. For unplanned downtime (an "Incident"), RapidDeploy will assign a trouble severity code and priority based on RapidDeploy's assessment of the Event at the point of trouble identification. RapidDeploy will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Monitoring	Initial Response Time	Status Update Intervals
Severity 1 - Critical	<p>"Severity 1 Incident" means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidDeploy Services and prevents ability to perform critical functions on the platform, excluding third party integrations.</p> <p>Associated with Customer Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system.</p>	24x7x365	15 minutes	30 minutes*
Severity 2 - Serious	<p>"Severity 2 Incident" means a non-catastrophic Event causing a significant component of the RapidDeploy Services to fail or to perform materially different than design.</p>	24x7x365	2 hours	8 hours*

Commented [JC1]: Charleston has service credit language included for Sev 1 & Sev 2 incidents.

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	<p>creating significant inconvenience for normal functions but workaround exists to perform critical functions.</p> <p>Associated with service disruption to multiple users although not necessarily causing major financial or contractual risk to customer.</p>			
Severity 3 - Medium	<p>"Severity 3 Incident" means an Event that: (a) has minimal current impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.</p> <p>Minor business impact - Individual users affected only.</p>	Business Hours	1 business day	N/A
Severity 4 – Low / Minor	<p>"Severity 4 Incident" means an Event that: (a) has low impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.</p>	Business Hours	2 business days	N/A

*For Severity 1 and 2 Events, RapidDeploy will provide continual support until the Event is resolved.

2. Service Level Measurement:

- a. RapidDeploy will measure uptime monthly based on platform uptime outside of all planned mutually agreed maintenance windows.
- b. RapidDeploy will measure platform downtime and unavailability based on Severity 1 incidents only, this includes any emergency downtime for resolution of Severity 1 incidents.
- c. RapidDeploy considers all third-party integrations to be non-essential functions to perform critical functions within the platform.
- d. RapidDeploy will provide availability reports for platform Service Levels within 3 business days following request of such information by Client or Prime Contractor (as applicable).
- e. SLA Exclusions:
 - i. The service level agreement does not apply to unavailability that results from a platform suspension or remedial action, as defined in the Master Agreement
 - ii. Due to factors outside of RapidDeploy's reasonable control, including any force majeure event, client internet access, or problems beyond the demarcation point of the RapidDeploy infrastructure
 - iii. Resulting from any actions or inactions of the client or any third party as can be reasonably determined
 - iv. Resulting from the equipment, software or other technology of the customer or any third party (other than third party equipment within RapidDeploy's direct control) including third-party maintenance

3. Service Hours:

- a. Service Hours are provided based on US Central Standard Time
- b. Business Hours: 7am to 6pm Monday to Friday, except Public Holidays
- c. 24x7: 24 hours per day, every day
- d. After Hours is defined as any time not included in Business Hours

4. Service Requirements:

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- a. **Client Internet Access:** In order to use the Service, a customer must have or must obtain access to the Internet, either directly or through devices that access Web-based content. A customer must also provide all equipment necessary to make and reliably maintain such connection to the World Wide Web, preferably with some failover redundancy provided for.
 - b. **Third-Party Software:** A customer must agree to use software produced by third parties, including, but not limited to "browser" software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by RapidDeploy and to follow secure logon procedures for services that support such protocols. A customer must acknowledge that RapidDeploy is not obliged to notify customers of any third-party software upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by RapidDeploy or telecommunications facilities, including, but not limited to, the Internet.
5. **Client or Prime Contractor Points of Contact:**
- a. Client or Prime Contractor shall identify and designate points of contact who will engage and interact with RapidDeploy support during Client Onboarding.
 - b. Client or Prime Contractor designees will be provided access to RapidDeploy online support tools to log and track service requests.
 - c. If Client or Prime Contractor experiences a Severity 1 incident impacting critical platform functions, that party shall also contact RapidDeploy's customer support by e-mail at support@RapidDeploy.com and via telephone at +1.512.488.6420.

6. **RapidDeploy Points of Escalation:**

- a. **Contact Information (for escalation or technical issues)**

	Title	Phone	Email
Primary Support Contact	N/A	512.488.6420	Support@RapidDeploy.com
Initial Escalation	Head of Support		
2 nd Escalation	Account Manager		
3 rd Escalation	CTO		

- b. **Escalation Details:** All Incidents and requests will be escalated as per the relevant severity classification only once a service ticket has been Issued.
- c. Once an incident has been logged with the RapidDeploy Service Desk, it is allocated the appropriate service level, Severity and/or category of service. This allocation dictates the manner in which the Incident's lifecycle will be addressed.

7. **Support Process:**

- a. The support process starts when the customer has submitted a support request and RapidDeploy has opened a new a service ticket. All support actions, metrics and escalations will be linked and recorded against by the service ticket.
- b. Once a service ticket has been assigned, Tier 1 support will review the support request and assign the appropriate Severity, service level criteria and request type. If the request type is either a bug requiring technical assistance or a new feature request, the service ticket is passed to the development management team for assessment, prioritization and scheduling as part of the development delivery process.
- c. If the service ticket is for either a non-technical bug or general support request, the service ticket is then assigned to Tier 1 support for resolution. At this point the ticket will be subject to SLA timelines for initial response and updates. RapidDeploy will escalate beyond Tier 1 support as needed in order to resolve the incident in a timely manner.
- d. During assessment of and on completion / resolution of the service ticket, the customer will be provided with a resolution progress and feedback pertaining to their request.

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e. Training on the support process and usage of RapidDeploy support tools will be provided during Client onboarding.

8. Root Cause Analysis (RCA):

- a. Once the incident is resolved, an RCA shall be performed on all Severity 1 and 2 Incidents to:
- b. Identify the actual cause of the problem or fault with a view to Initiating service Improvement programs that will prevent repeat incidents from occurring. RapidDeploy IT will log the cause in a known-error database to be utilized as reference for any possible future incidents.
- c. Identify the reasons for the service level breach. The analysis of the events that took place from logging to closure is undertaken by the Service Desk Analyst and Head of Support Remedial actions are taken where applicable. A service improvement program is routinely run to prevent similar occurrences and known issues from reoccurring.

9. Change Control / Release Management:

- a. **Service Interruptions and Advance Notice:** RapidDeploy will provide Client or Prime Contractor (as applicable) with at minimum 72 hours advance notice via email of all planned maintenance activities resulting in any service interruptions including any possible interruptions that may have a direct impact on RapidDeploy Service. RapidDeploy shall, where reasonably practicable, give to the Client at least 5 business days prior written notice of Scheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services; and RapidDeploy shall, where reasonably practicable, give to the Client at least 2 business days prior written notice of Unscheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services, but due to its nature, no notice is required for Emergency Maintenance.
- b. **Implementation of Updates/Maintenance:** RapidDeploy will execute any planned maintenance within the RapidDeploy service in a professional manner and Client or Prime Contractor shall be notified when maintenance activities have been completed.
- c. **Emergency Maintenance:** RapidDeploy shall perform emergency maintenance as necessary and will, if possible, give advance notice to Client or Prime Contractor. "Emergency" shall mean that RapidDeploy has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidDeploy from continuing to support and provide the elements and aspects of the RapidDeploy Service. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidDeploy has achieved its service uptime goal.

[Remainder of Page Intentionally Left Blank.]

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Exhibit C – NG911 Bundle Statement of Work (SOW)

This document describes RapidDeploy’s mutually agreed-upon solution and scope for the **Franklin County Sheriff’s Office** (hereinafter referred to as “Client”) for a RadiusPlus Tactical Mapping and Eclipse Analytics Implementation as a supplement to the Software-as-a-Service Agreement (“Agreement”).

1. Introduction

The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client with regard to the replacement/installation of their 9-1-1 tactical mapping system, the installation of their analytics and business intelligence platform (BI) system and the characteristics of the associated services at a summary level.

Florida Region 1 Project: Franklin County Grant

Grant Purpose	Grant Number	Grant Total	Award	Award Amount	Date Awarded
NG911 Bundle Yr. 1	S17-21-02-15	\$12,792.00		\$12,792.00	02/17/2021
NG911 Bundle Yr. 2-5	S17-21-02-56	\$51,168.00		\$51,168.00	02/17/2021

All products within RapidDeploy’s SaaS public safety platform will be delivered leveraging Microsoft’s Azure Government cloud and will be provisioned within RapidDeploy’s Azure Government Tenant.

2. Period of Performance (if applicable)

The period of performance for this SOW is from the date of mutual contract execution to the greater of the following:

1. 5 years from date of contract execution

Contract Extensions, Changes to the Period of Performance, and Change Orders/Amendments to the scope contained within this SOW are addressed in the Agreement entitled “RapidDeploy – SaaS Agreement_Franklin County”

3. Place of Performance and Language

The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions and method of delivery will be specified in **Section 14 – Training**, below.

All deliverables and system configuration will be completed in US English.

4. Project Background

The Client seeks a cloud-based tactical mapping platform to facilitate timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents through the usage of the Radius integration with call-taking systems and other external data sources. The Client also seeks a cloud-based analytics and business intelligence platform to facilitate and provide insights into PSAP performance, timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents, including incident tracking, workflows, integration with call-taking systems and other records/external data sources.

Florida Region 1 Project initiating work as a region to improve call processing times, call routing, resource performance, and data analytics reporting. It will also provide the following counties:

Bay	Calhoun	Escambia	Franklin
Gulf	Holmes	Jackson	Liberty
Okaloosa	Santa Rosa	Walton	Washington

5. Current Client Environment

It is mutually understood that the Client is integrated with the Solacom Guardian 18.x platform, and RapidDeploy will need to integrate with 1 CPE location. It is mutually understood that Client has 1 Call Taker and Dispatcher Workstation.

Further information on third-party integrations are outlined in **Section 13 – Interfaces**, below.

6. Implementation Timeline

It is mutually understood that this project is planned to be completed in 20 weeks from Contract Execution. Additional information on the discrete phases of work are outlined in **Section 7 – Project Activities**, below.

Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Master Agreement.

7. Project Activities

The WBS below outlines the activities that will occur over the course of the project. While these are outlined in sequential order in the WBS, many of these activities will occur in parallel and/or overlap to some degree during the project. The specifics of activity timelines and durations will be defined in detail in the Project Plan (Schedule), which will be developed and finalized during the Project Initiation phase.

WBS #	Activity	RapidDeploy / Client
1	Project Initiation	
1.1	Project Kick-off	Shared
1.2	Project Plan Development	RapidDeploy
1.3	Perform Training Needs Assessment and Define Training Plan	Shared
2	Client Data Sourcing	
2.1	Data Requests	RapidDeploy
2.2	Data Collection and Sharing	Client
2.3	Data Loading and Configuration	RapidDeploy
3	Tenant Creation and Basic Configuration	RapidDeploy
4	Infrastructure Provisioning	
4.1	EDG Device Provisioning and Installation	Shared
4.2	Backend Provisioning	RapidDeploy
5	Client Profile Build and Configuration	RapidDeploy
5.1	Environment Provisioning	RapidDeploy
5.2	Data Validation and Development	RapidDeploy

6	Report Development	
6.1	Platform Report Configuration	RapidDeploy
6.2	Customer Requested Reports Development (if applicable)	RapidDeploy
7	Client Profile Validation	Client
8	Client Training	
8.1	Schedule and Deliver System Admin Training	Shared
8.2	Complete and Monitor self-led training via LMS	Shared
9	User Acceptance Testing (UAT)	Client
10	Go-Live	RapidDeploy
11	Hypercare	RapidDeploy
12	Handover to Customer Success and Account Management	RapidDeploy

8. Included Products

The following RapidDeploy products are included in scope for the Project:

- RadiusPlus Enhanced Tactical Mapping
- Eclipse Analytics

9. Features List – RadiusPlus

The table below defines the features and functions, including interfaces, that are in scope for the project, by phase (if applicable). Items that are not included in the list below are considered out of scope for the project.

Feature Category	Function	Phase 1 (if applicable)	Phase 2
Business Function: System Administration	Communication Center / PSAP Relocation	X	
	Administrative Configuration Access	X	
	GIS Services Configuration	X	
	System Auditing and Logging	X	
	User Security & Permission Groups	X	
	Configurable System Terminology and Tenant-Specific Data Elements	X	
9-1-1 Call Handling	Call Display on the Map	X	
	Display and Record Multimedia Received During a 9-1-1 Call	X	
	Location Verification	X	
	Premises Hazards and Previous History	X	
Dispatch Innovation Features	Support a RapidLocate Feature for 9-1-1 Caller Location Determination	X	
Tactical System Map	System Mapping	X	
System Functions	Date/Time Stamps	X	
	Remote Access	X	
	Single Sign-on for system and any sub-systems	X	
GIS and Esri Integration	Esri GIS Mapping and Map Services Integration	X	
	GIS Integration	X	
Dispatch Innovation Features	SMS Handling Between Dispatcher and Caller with Real-Time Language Translation and Sentiment Analysis	X	

Feature Category	Function	Phase 1 (if applicable)	Phase 2
	Support a RapidVideo Feature for Real-time Two-Way Video Calls with 9-1-1 Callers	X	

10. Features List – Eclipse Analytics

Functional Group	Feature Name	Feature Type	Description	Required Attributes	Phase 1
Performance Metrics	Call Taker Answer Time Statistics Report	Report with Visualizations	A report that shows the volume and ring time performance of individual call takers. It includes a pareto of volume of answer call by call taker, a pareto of answered call volume by position, average answer time in seconds, % of calls that were answered in 30 seconds or less	For each call: call type (outbound, 911, admin), text flag, trunk, PSAP, answering agent, answering position, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time).	X
Performance Metrics	Call Center Statistics Report	Report with Visualizations	A report that shows the overall performance of a PSAP against the answer time goal of 30 seconds or less. It contains the following elements: Distribution of calls answered by ring time, Distribution of abandoned calls by ring time. Compliance to 30 second answer time goal.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X
Call Detail	Call Detail Search Application	Tabular/Detailed Record	A report that shows the details of individual calls including general call attributes (i.e. call info, caller info, call statistics), Full Location history of WPH1, WPH2 and device location, Full Call Event History, and Text to 9-1-1 transcripts.	For each call: call type (outbound, 911, admin), text flag, Trunk, DNIS, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or answer time), call arrived at PSAP timestamp (or ring time), call end time (or call processing time), call abandoned timestamp (or abandoned call flag) All wireless location data (lat, long, Class of service, uncertainty, confidence, etc.), text to 9-1-1 data (text, direction, timestamp).	X
Performance Metrics	Call Volume and Statistics by Call Taker Reports	Report with Visualizations	A report that shows the number of calls answered by individual call takers and the distribution of calls by time group (year, month of the year, day of the month, day of the week, hour of the day).	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, call timestamp, call start timestamp and call answer timestamp (answer time).	X
Performance Metrics	Call Volume and Statistics by Range of Time	Report with Visualizations	A report that shows the answer time, process time, talk time performance, distribution of calls by answer time and volume distribution over time groups.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call end time (or call processing time), call abandoned timestamp (or abandoned call flag).	X

Transfer Insights	Call Transfer Volume	Report with Visualizations	A report that shows the overall transfer volume and the distribution of transfers by transferring PSAP and target PSAP.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), transfer timestamp (or transfer flag), transfer target (or transfer target call history).	X
Call Volume	Call Volume - Peak Times	Tabular Report	A report showing the busiest hour for each calendar month.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X
Call Volume	Call Volume by Class of Service	Report with Visualizations	A report showing a breakdown of call volume by class of service and a breakdown of calls by call origination type and disposition.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, class of service, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X
Call Volume	Call Volume and Statistics by ESN	Report with Visualizations	A report showing a breakdown of call volume by ESN and a breakdown of calls by disposition.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, ESN, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X
Call Volume	Call Volume by Position	Report with Visualizations	A report showing a breakdown of call volume by Position and a breakdown of calls by disposition.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, ESN, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X
Call Volume	Call Volume by PSAP	Report with Visualizations	A report showing a breakdown of call volume by PSAP and a breakdown of calls by disposition and origination type.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, ESN, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X
Call Volume	Call Volume by Trunk	Report with Visualizations	A report showing a breakdown of call volume by trunk and a	For each call: call type (outbound, 911, admin), text flag, PSAP,	X

			breakdown of calls by disposition and origination type.	answering agent, answering position, call start timestamp, Trunk, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Location Quality Metrics	Class of Service	Report with Visualizations	A breakdown of wireless location data sources (WPH1, WPH2, and device location*) showing how often they are available (at first fix and throughout a call), which is one is the most accurate when multiple sources are available within a call and the average uncertainty.	For each call: All wireless location data (lat, long, Class of service, uncertainty, confidence, etc.) and device location data.	X
Location Quality Metrics	Location Accuracy	Report with Visualizations	A comparison of uncertainty of WPH2 and wireless device location.	For each call: All wireless location data (lat, long, Class of service, uncertainty, confidence, etc.) and supplemental device location data.	X
Location Quality Metrics	Location Speed	Report with Visualizations	A comparison of when location updates are made available after call start by WPH2 and wireless device location.	For each call: All wireless location data (lat, long, Class of service, uncertainty, confidence, etc.) and device location data.	X
Call Volume	Text Message Volume	Report with Visualizations	A report showing the text to 9-1-1 call volume by PSAP and showing break downs by date group and message type.	For each call: call type (outbound, 911, admin), text flag, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or answer time), call arrived at PSAP timestamp (or ring time), call end time (or call processing time), call abandoned timestamp (or abandoned call flag) text to 9-1-1 data (text, direction, timestamp).	X
Call Volume	Trunk Group Statistics by Hour	Report with Visualizations	A report showing a breakdown of call volume by trunk and a breakdown of calls by disposition, origination type and hour of the day.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, Trunk, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	X

** Features might not be available to all customer or customer locations. CPE/CHE deployment types and whether RapidDeploy can reliably and consistently get data will affect the availability of any feature at one or all customer locations. All required attributes must be provided by the CDR or ECDR feed in order to deliver the specific report.
+ There might be slight variations depending on deployment and Customer CPE/CHE.*

11. Testing

The scope of testing is defined as follows:

- i) Testing Phases
- ii) Defect Severity Definition
- iii) Entry/Exit Criteria

RapidDeploy implements software using an agile development approach, testing will be conducted at the conclusion of each sprint. The Sprint Testing phase exercises new features and functions delivered in each sprint and/or bug fixes. It consists of function and feature level regression testing of the platform and unit testing of interfaces and reports, as applicable. Note that this phase of testing is performed on an on-going basis throughout our Agile product development process. The results of this testing are not formally delivered to customers.

a) Testing Phases

The Testing Phases for this Project are defined as follows:

- User Acceptance Testing (UAT)

The following table outlines the description and defines who will own what phase of testing

Testing Phase	Description	Owner	Exit Criteria
UAT	This phase will be commenced upon completion of assigned customer training sessions. -This will be a client-led activity to test system features, configurations, and integrations to validate and confirm readiness for production go-live. Client will be responsible for creation of UAT Playbooks and documentation of test results, including any bugs. Formal client sign-off and acceptance of UAT is required to move forward with production go-live. If it is mutually determined that any Severity 1 defects exist, client and RapidDeploy will work together to determine and agree upon the schedule for addressing the defect, which may result in a change in the overall schedule for production go-live.	Client	No Severity 1 Defects
Security/Penetration Testing	Completed in parallel with System Testing, this phase of testing comprises any client specific security requirements not already covered by RapidDeploy's standard SLA.	RapidDeploy and Client	No Severity 1 Defects

b) Defect Severity Definition

RapidDeploy incident severity is defined in our standard Service Level Agreement available in **Exhibit B – Service Level Agreement**.

c) Exit Criteria

It is understood that defects will be uncovered during testing and it is not required that 100% of identified defects be resolved in a given phase of testing to move to subsequent project or testing phases. As mutually agreed between Client and RapidDeploy, each phase of testing will have defined exit criteria to facilitate timely delivery of the project.

12. GIS

The purpose of this section is to provide proper guidance to the agency as it provides Esri GIS content and data in a consumable format for the RapidDeploy Radius tactical mapping system. The GIS data provided by the agency should follow the NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1-2018) and for GIS datasets used for functional purposes beyond visual map display, NENA Globally Unique IDs (NGUIDs) are REQUIRED for all GIS features.

Leveraging industry-standard Esri technology, Radius integrates directly with enterprise Esri GIS servers to obtain and utilize GIS directly. To facilitate this, the Client is required to provide Esri ArcGIS Enterprise or ArcGIS Online map, feature, and geocode services, exposed as REST service endpoints, to consume the agency's enterprise GIS data. In this way, Radius can directly connect to the Esri services hosted by the agency for map display, address validation, location search, and other operational purposes.

The below table represents the current Esri functionality supported by RapidDeploy:

Resource Type	ArcGIS Server		ArcGIS Online	
	Public Access	Secure Access (ArcGIS Server Tokens)	Public Access	Secure Access (App Login Tokens)
Map Services (Dynamic)	Yes	Yes	N/A	N/A
Map Services (Raster Tile)	Yes	Yes	Yes	Yes
Map Services (Vector Tile)	Yes	Not currently offered	Yes	Not currently offered
Feature Services	Yes	Yes	Yes	Yes
Geocode Services	Yes	Yes	N/A	N/A
Image Services	Yes	Yes	N/A	N/A
Web Maps	N/A	N/A	Yes	Not currently offered

In addition, the following table represents the functionality available on the specific Esri services:

Resource Type	Display as Basemap	Display as Supplemental Layer	Show Attributes	Display Pop-ups	Display Feature Labels	Search (Forward/Reverse Geocoding)
Map Service (Dynamic)		X			X	
Map Service (Tiled)	X				X	
Feature Service		X	X		X	
Vector Tile Service		X			X	
Web Map	X			X	X	
Image Service	X					
Geocode Service						X

There are several key GIS datasets and resources that are necessary for implementation:

12.1. Geocode Services

Radius supports the ability to conduct address validation, forward geocoding, and reverse geocoding, against publicly available content such as Google, TomTom and What3Words. In addition, the CAD platform can be configured to leverage the authoritative Esri address locators and geocode services provided by the Client. Address locators may be built upon site/structure address points, road centerlines, parcels, points of interest (also known as landmarks or commonplace names), or a combination of some or all sources in a composite address locator.

The agency’s address locators must be published as geocode services to ArcGIS Enterprise and exposed as REST service endpoints that Radius can consume. The agency will need to identify the type of address locator(s) to create, configure their matching and scoring behavior, and provide documented metadata attributes for the address locator(s) to RapidDeploy to aid in Radius platform implementation and training. RapidDeploy will determine the suitability of Geocode services for address validation and search purposes. If the Geocode services are not suitable for initial project go-live, commercial Geocoding solutions (either Google or TomTom) will be utilized.

12.2. Tactical Map Layers

Radius delivers the ability to display additional map layers and map content that support situational and operational awareness via the Tactical Map. Similar to consuming layers of data for response areas, Radius provides the ability to connect to ArcGIS Enterprise and ArcGIS Online web services and consume map layers for display by system users.

Examples of tactical map layers may include Hydrants, CCTV Cameras, Parcels, Businesses, and other informational and tactical decision-making geospatial content.

RapidDeploy will configure connectivity to customer-provided Esri ArcGIS Enterprise or ArcGIS Online REST services for up to ten map layers as part of the implementation. As part of the project, these layers will need to be pre-defined by the agency and each layer must be exposed as ArcGIS Enterprise or ArcGIS Online REST map or feature service endpoints. System administrators will be provided with training and instructions on how to add additional feature layers at their discretion. RapidDeploy does not consider this to be a dependency for proceeding with implementation activities.

13. Interfaces

- a) Generally, RapidDeploy does not charge our customers one-time implementation charges for interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy customers. For NG911 Bundle (Eclipse and RadiusPlus), there are no interfaces identified, except to the agency/agencies CPE or CHE (911 Hardware) to support ANI/ALI and CDR Data.
- b) It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy’s platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

The following table represents the mutually agreed upon platform interfaces for the Project:

Interface Name	Phase 1 (if applicable)	Phase 2	Platform /Custom *
Standard Integration with Supplemental Device Location Service			Platform
E9-1-1 Interface/NG9-1-1 Interface			Platform
SMS / Text Messaging			Platform
Addresses / Search			Platform

Base Maps / Layers			Platform
Weather			Platform
Location Coordinates			Platform
CAD Spill: ANI/ALI NENA 04-001			Platform
CDR Printer Interface			Platform
Enhanced CDR (VESTA, VIPER)			Platform
i3 Logging (NENA v1 and v2, Solacom)			Platform

*Interfaces identified as platform integrations will be delivered and configured as part of the the SaaS subscription pricing. Custom Interfaces will be priced separately and be addressed in **Exhibit D – Pricing**.

14. Training

RapidDeploy’s best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. Training Approach and Plan

During the Project Discovery and Design phase, RapidDeploy will perform a Training Needs Assessment with the Client to define scope of training needs based on mutually agreed in-scope functional and technical requirements. Based on this Assessment, RapidDeploy will define the Training Approach and Plan. The Training Plan will outline the scope for each training phase, consisting of schedules for training, target audience, delivery method(s), training material descriptions, and ongoing training needs.

2. System Administrators Training

System Administrators will be given immediate access to System Admin training modules in the RapidDeploy Academy online learning management system (LMS). The primary audience for these training modules is PSAP training staff and/or supervisors who will then be able to enroll and direct the attendance of PSAP end-users.

3. End-User Training

End-user training modules are tailored to front line PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the LMS curriculum by the End-Users. Once complete, end-user will receive a certificate.

Additional training videos and training guides will also be made available to all PSAP end-users via the Support Portal within the RapidDeploy RadiusPlus and Eclipse applications.

15. Hardware Requirements

- a) PSAP Contact Center Computer Requirements
 - i) Operating System: Windows 10 with latest security and windows updates and patches
 - ii) Web Browser: HTML5 Google Chrome (latest version)

- iii) Monitors
 - (1) Screen Size: 21 Inches (23/24 inches Preferred)
 - (2) Screen Resolution: 1080p (Full HD)
 - (3) Screen aspect ratio: 16:9
 - (4) Minimum Monitors: 1 (at least 2 preferred)
- iv) Hardware:
 - (1) Processor: i3 (i5 processor preferred)
 - (2) RAM: 4GB (8GB preferred)
 - (3) Hard drive: 128GB (Solid State Drives preferred)
 - (4) Graphics card: support for two monitors or more
- v) Connectivity:
 - (1) Physical connection to Local Area Network is recommended
 - (2) 1.5 mbps per workstation is recommend with a minimum of 5 mbps per PSAP
- b) ArcGIS Server Requirements:
 - i) ArcGIS Server Version: 10.3.1 and up
 - ii) SSL Certificate: configure ArcGIS Server to use SSL and a domain certificate from a trusted certificate authority.
 - iii) Token Acquisition: Enable token acquisition through HTTP GET and POST requests
 - iv) Credentials: If using secured services in a non-federated ArcGIS Server, create a user in ArcGIS Server that will be used for GIS service access in RadiusPlus or Nimbus. The ArcGIS Server user’s access can be restricted to the specific services you will use in RadiusPlus or Nimbus. Note: Only ArcGIS Server authentication is supported; Named User (aka Portal Authentication) using ArcGIS Server with a federated Portal for ArcGIS instance is not supported.
 - v) URL Whitelisting: If ArcGIS Server is protected by a firewall or access is restricted, RapidDeploy provides a set of IP addresses for whitelisting in order to enable access. The RapidDeploy implementation team will provide this to customers directly on an as-needed basis.
- c) General GIS Requirements:
 - i) Supports Datum Transformation: true
 - ii) Default Visibility: true
 - iii) Spatial Reference: Cached Map Services (raster-tiled or vector-tiled) and Cached Image Services must be published with the WGS 1984 Web Mercator Auxiliary Sphere (WKID 3857) spatial reference. Dynamic map services and dynamic image services may use other spatial references.
 - iv) Display Name Field: Each layer in a feature service should specific a display name field to be used when users identify features by clicking on them within RadiusPlus or Nimbus.
 - v) Authoritative Boundaries: For locally authoritative GIS datasets used for more than simple map display in Nimbus, such as Dispatch Groups, Response Areas, and Agency Jurisdictional Boundaries, the GIS data
 - (1) Should follow the NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1.1-2020)
 - (2) Must contain NENA Globally Unique IDs (NGUIDs). NGUIDs are REQUIRED for all GIS features that represent agency and responder jurisdictional boundaries and the “dispatch group” boundaries that dispatchers are assigned to during a shift.
 - (3) Must contain display names.
 - (4) Display names REQUIRED for all GIS features that represent agency and responder jurisdictional boundaries as well as the “dispatch group” boundaries that dispatchers are assigned to during a shift.

Descriptive Field Name	M/C/O	Data Type
Unique ID	M	Follow NGUID guidance in NENA-STA006.1.1-2020 section 2.4
Display Name (Label)	M	Alphanumeric

- (5) Should follow recommended topology and attribute QC requirements:
 - (a) While features can be multi-part, they should be single-part if possible.
 - (b) Display names must be unique for each feature in a particular layer.
 - (c) Overlaps and gaps are not critical errors but should be avoided unless overlaps and gaps are intentional.
 - (d) Mandatory attributes must be present on each feature and unique IDs must be unique.

16. Assumptions and Constraints

The main purpose of this section is to detail the assumptions and any scope exclusions for this SOW.

a) Software Assumptions

- i) Esri GIS Mapping Services will be provided by Client or other third-party as designated by Client. It is assumed that Client or Third-Party will provide consumable Feature Services, Map Services and Composite Geocoders in a standard Esri format for consumption by Nimbus CAD.
- ii) In order to deliver functional features, RapidDeploy is able to reliably and consistently get data.
- iii) All required attributes listed in **Section 10 – Features List** must be provided by the CDR or ECDR feed in order to deliver a specific report.

b) Hardware/Infrastructure Assumptions

- i) RapidDeploy will deploy the solution into and host in their own Azure Government Cloud environment.
- ii) A RapidDeploy-approved web-browser is required to access the RapidDeploy platform.
- iii) RapidDeploy usage requires multiple firewall whitelisting rule adjustments to support core platform operations. List to be supplied by RapidDeploy and will be maintained by Client.
- iv) It is mutually understood that connectivity for the EDG device will be provided by the prime contractor or third-party and is out of scope for RapidDeploy.
- v) It is mutually understood that PII, HIPAA and CJIS data will not be stored within Eclipse Analytics platform.

c) Integration Assumptions

- i) It is mutually understood that EDG device installation will be provided by the prime contractor or third-party and is out of scope for RapidDeploy.
- ii) It is mutually understood that commercially available call-handling platforms deployed as a host/remote configuration will provide network-based (via Span Port or similar) integration at the host to provide ANI/ALI E9-1-1 Integration and CDR (Call Detail Report) data.



FRANKLIN COUNTY
FLORIDA REGION 1 NG9-1-1 PROJECT
May 18, 2021

May 18, 2021

Renee Brannan, 911 Coordinator
270 State Road 65
Eastpoint, Florida 32328

RE: QUOTE AND SCOPE OF WORK FOR FRANKLIN COUNTY

Dear Ms. Brannan,

The DATAMARK® team of Michael Baker International, Inc. is pleased to submit this proposal to Franklin County as part of the Florida Region 1 NG9-1-1 Project.

DATAMARK is comprised of leaders and experts in GIS, public safety, and Next Generation 9-1-1, leading the industry and working to shape the future of 9-1-1. DATAMARK products and services enable our clients to meet the evolving requirements of NG9-1-1 to create, maintain, and deploy accurate and reliable emergency response location data. We are laser-focused on our clients' missions, developing lasting partnerships and delivering cost-effective advanced GIS management solutions. DATAMARK is a member of NENA, URISA, and GITA, actively participating in the development of standards, policies, and education for NG9-1-1, public safety, and GIS.

Our team offers:

- ✓ Software as a Service (SaaS) products that support the transition to NG9-1-1
- ✓ Verifiable, successful, and in-depth experience with GIS for NG9-1-1
- ✓ Subject matter experts in GIS and public safety with experience at the national, state and local levels, specifically in NENA Standards development

Our team is dedicated to meeting the needs of Franklin County with our leading-edge tools, expertise, innovative thinking, and commitment to exceeding your expectations.

Best Regards,



Robert Murphy, ENP RPL
Director of Business Development
Robert.Murphy@mbakerintl.com
412.512.4407

CLIENT AGREEMENT

THIS AGREEMENT by and between DATAMARK, a company of Michael Baker International, Inc., incorporated in Pennsylvania with offices located at 5 Hutton Centre Drive, Suite 500, Santa Ana, CA 92707 (“**DATAMARK**”), and Franklin County (hereinafter, “**CLIENT**”), a Florida municipal corporation with offices at 270 State Road 65, Eastpoint, Florida 32328. The two entities are collectively referred to as the “Parties”.

WHEREAS, the **CLIENT** desires that **DATAMARK** perform certain professional and technical services for **CLIENT**.

WHEREAS, **DATAMARK** is in the business of providing professional and technical services and desires to provide such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE OF WORK.** **DATAMARK** shall perform such services as are described in the attached Exhibit “B”, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, “Work”).
2. **STANDARD OF CARE.** The standard of care applicable to **DATAMARK’S** services is the degree of skill and diligence normally employed by providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **DATAMARK** for the Work in such manner as described in the attached Exhibit “C”, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the “Payment Terms”). The **CLIENT** shall also pay **DATAMARK** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
4. **COMPLIANCE WITH LAWS.** **DATAMARK** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment. Further to the extent Federal grant funds are used by **CLIENT** to pay for the Work performed under this Agreement, then **DATAMARK** shall comply with the applicable terms of the Next Generation 911 (NG-911) Federal Grant Agreement with the State of Florida, which terms are attached and incorporated herein as Exhibit “A”.
5. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **DATAMARK** which consent shall not be unreasonably withheld.
6. **ASSIGNMENT BY DATAMARK.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **DATAMARK**, its successors and assigns; provided however, that no portion of this Agreement

(including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **DATAMARK**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.

7. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **DATAMARK** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at a fixed rate established by the change order or contract amendment.
8. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **DATAMARK** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs. Both Parties agree to provide each other thirty days written notice of termination or suspension of the work.
9. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
10. **INDEMNIFICATION.**
 - A. **Indemnification by DATAMARK.** If a third party makes a claim against **CLIENT** that the services provided by **DATAMARK** infringe any patent, copyright or trademark, or misappropriates any trade secret, **DATAMARK** shall defend **CLIENT** and its directors, officers and employees against the claim at **DATAMARK's** expense and **DATAMARK** shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such Parties or agreed to in a written settlement agreement signed by **DATAMARK**, to the extent arising from the claim. **DATAMARK** shall have no liability, duty to defend, or indemnify for any claim based on (a) the data that the **CLIENT** provided to **DATAMARK**, (b) modification of **DATAMARK's** services not authorized by **DATAMARK**, or (c) use of **DATAMARK's** services other than in accordance with the Agreements entered into between **DATAMARK** and **CLIENT**.
 - B. **Indemnification by CLIENT.** If a third party makes a claim against **DATAMARK** that the **CLIENT** Content infringes any patent, copyright or trademark, or misappropriates any trade secret, **CLIENT** shall defend **DATAMARK** and its directors, officers and employees against the claim at **CLIENT's** expense and **CLIENT** shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such Parties or agreed to in a written settlement agreement signed by **CLIENT**, to the extent arising from the claim. **CLIENT** shall defend and indemnify **DATAMARK** for any claim based on (a) the data that the **CLIENT** provided to **DATAMARK**, (b) modification of **DATAMARK's** services not authorized by **DATAMARK**, or (c) use of **DATAMARK's** service other than in accordance with the Agreements entered into between **DATAMARK** and **CLIENT**.
 - C. **Conditions for Indemnification.** A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.
 - D. **Infringement.** **DATAMARK** may, if threatened with infringement or an injunction, at its option and sole cost and expense by written notice to **CLIENT**, terminate this Agreement with respect to all or part of the VEP Software and Related Materials, and require **CLIENT** to immediately cease any use of the VEP Systems and Related Materials or any specified part or feature thereof.

- 11. LIMITATIONS OF LIABILITY.** NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF **DATAMARK**) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.
- 12. INDEPENDENT CONTRACTOR.** **DATAMARK** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.
- 13. PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
- 14. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
- 15. HEADINGS.** Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
- 16. GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.
- 17. SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- | | |
|-------------|-----------------------------|
| Exhibit "A" | Florida Federal Grant Terms |
| Exhibit "B" | Scope of Work |
| Exhibit "C" | Compensation and Payment |
- 18. ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the Parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the Parties hereto. This Agreement supersedes all proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, including any industry custom or past dealing between the parties relating to the subject matter of this Agreement.
- 19. FORCE MAJEURE.** The Parties shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, and/or any other event, occurrence or circumstance beyond the reasonable control of the Parties. The compensation due **DATAMARK** and the schedule governing the timing for **DATAMARK'S** performance shall be equitably increased and extended, respectively, to address any such impacts to **DATAMARK'S** performance.
- 20. REUSE OF WORK PRODUCT.** Any reuse of **DATAMARK'S** work product without written verification or adaptation by **DATAMARK** will be at the **CLIENT'S** own risk and without liability or legal exposure

to **DATAMARK**. The **CLIENT** shall indemnify and hold harmless **DATAMARK** from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **DATAMARK** to further compensation at rates to be agreed upon by the **CLIENT** and **DATAMARK**.

21. OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES. This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the Parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

22. INVENTIONS AND PATENTS. Inventions conceived solely by employees of **CLIENT** shall belong exclusively to **CLIENT**. Inventions conceived solely by employees of **DATAMARK** shall belong exclusively to **DATAMARK**. Inventions conceived jointly by the Parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the Parties so as to properly recognize each party's respective rights in such joint inventions.

EXHIBIT A Florida Federal Grant Terms

Subaward Agreement

Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding

The State of Florida (hereinafter “State”), Department of Management Services (hereinafter “Department” or “DMS”), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N3761930000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as “Grantee”) must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.331. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the E911 State Grant Program (hereinafter the “Application”), and the Grantee’s award letter.

Federal Award Identification	
Federal Awarding Agency: Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)	
Federal Award Date: August 9, 2019	
State Agency/Pass-Through Entity: The Florida Department of Management Services	Sub recipient Name: <i>(name must match name associated with FEIN)</i>
Federal Award No. (FAIN): 69N3761930000911FLO	Subaward Period of Performance: Begins upon award (made at the E911 Board approval on XXXXX, 2020), and continues until March 31, 2022
Federal Award Period of Performance: Start: August 9, 2019 End: March 31, 2022	Amount of Federal Funds Obligated by this Subaward: As specified on the Grantee’s award letter
Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement: \$	Total Amount of this Federal Award Committed to Grantee by DMS: \$
Federal Award Project Description: The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.	
Catalog of Federal Domestic Assistance No.: 20.615	Catalog of Federal Domestic Assistance Title: 911 Grant Program
Grantee receives federal awards directly from a Federal Awarding Agency: <input type="checkbox"/> YES <input type="checkbox"/> No	
Grantee has disclosed if it has similar subaward or prior experience to DMS: <input type="checkbox"/> YES <input type="checkbox"/> No	

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws , rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
 - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.
 - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
 - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the “Specifically Excluded E911 Expenses,” identified on the Application, ineligible costs that are not reimbursable under this Agreement include, but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
 - 1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.

1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

The terms of the Application are hereby modified as follows:

4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee’s award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to (Grant Specific Information)		
Performance Standard	Documentation	Financial Consequences
Complete all work to Integrate (Grant Specific Information), in accordance with the Grantee’s contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ul style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 	1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.

5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.331(a)(x),

- 5.1. The Department’s Grant Manager is responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Department’s liaison with the Grantee. As part of his or her duties, the Department’s Grant Manager will:
 - 5.1.1. Monitor and document the Grantee’s performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department’s Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator
2555 Shumard Oak Blvd Suite 260
Tallahassee, FL 32399

Alrene Hicks, Grant Manager
4030 Esplanade Way
Tallahassee, FL 32399

- 5.2. The Grantee’s Agreement Manager is responsible for monitoring performance of this Agreement’s terms and conditions and will serve as the Grantee’s liaison with the Department. As part of his or her duties, the Grantee’s Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee’s Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department’s request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1. As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2. The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4. The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).
- 7.5. The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments

after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain:
 - 13.3.1 language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law;
 - 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
 - 13.3.3 without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

16. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following

provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

- 16.1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
- 16.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 16.3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 16.4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 16.5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 16.6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- 16.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- 16.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 16.9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, & invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>

Florida Administrative Code
Rule Chapter 60FF-6 - State E911 Plan
Rule Chapter 60FF1-5 - E911 Board

Federal Rules

NOTE: Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee’s award letter.

United States Code (U.S.C.)
<i>8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)</i>
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information
<i>42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)</i>
United States Code of Federal Regulation (C.F.R.)
<i>2 C.F.R. Part 25 - Universal Identifier and System for Award Management</i>
<i>2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information</i>
<i>2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i>
<i>2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation</i>
<i>2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce</i>
<i>47 C.F.R. Part 400 - 911 Grant Program</i>
Presidential Executive Orders
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving
Other
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)

INTRODUCTION

The DATAMARK® team of Michael Baker International, Inc. (Michael Baker) is pleased to present this comprehensive scope of work to Franklin County to aggregate, validate and provision GIS data for the regional ESInet and Next Generation Core-Services (NGCS).

Robert Murphy is your account manager from the DATAMARK team. Robert will work with your team as an advocate and advisor, through the execution of proposed solution, to maintain focus on the overall project vision and the future needs of Franklin County. The account manager will act as the primary point of contact for this proposal.

A DATAMARK project manager will be assigned to the implementation of the proposed solution. The project manager will provide hands-on contact with Franklin County and oversee all aspects of the project scope, schedule, and budget.

The project team will work closely with your team to collectively meet the requirements of this project from start to finish.

PROJECT MANAGEMENT APPROACH & MANAGED SERVICES

Project Kickoff

The DATAMARK team will set up the project for budget management and perform internal project startup tasks. The DATAMARK team will conduct a project kickoff meeting with key Franklin County staff overseeing the project and other stakeholders deemed appropriate for the kickoff meeting by Franklin County to establish a solid understanding of the project goals, timeline, and approach. Team members will be introduced at the kickoff meeting, and their project roles and responsibilities will be defined. The project schedule will be presented, with focus on the dates for key milestones, and the project management approach will be discussed.

Project Management Approach

The DATAMARK team will outline the project management approach, techniques, and tools. The project management approach adheres to Michael Baker's practices for managing project finances, contracts, operations, and schedule. Project management will include managed services to ensure data and processes associated with the regional data consortium evolve with the project. This includes management of any required integrations with external applications or functional elements to include but not limited to next generation core services, map services, analytic services or computer aided dispatch systems.

Scope/Schedule/Budget Tracking

The DATAMARK project manager will perform ongoing tracking and monitoring of the scope, schedule, and budget to keep the overall project on track. This involves regular communication to the DATAMARK team on project status to keep the team focused and working efficiently.

Project Reporting

The project manager will provide project status reports to Franklin County on a schedule to be determined during the kickoff meeting.

Project Invoicing

The project manager will provide invoices to Franklin County on a monthly basis or by project milestone, as agreed to with Franklin County.

- CLIENT TASKS/RESPONSIBILITIES**
- Participate in project kickoff meeting
 - Review, comment on (as necessary), and approve monthly invoices

- DATAMARK TEAM DELIVERABLES**
- Project kickoff meeting
 - Schedule project status calls and reports with the client
 - Deliver invoices to the client
 - Manage integrations to NGCS, CAD and associated systems

EXHIBIT B: SCOPE OF WORK

This Scope of Work is attached to and made part of GSA Federal Acquisition Services contract GS-00F-0032M between Franklin County and DATAMARK, the public safety division of Michael Baker International, Inc.

This proposal, including the scope of work and cost, is a firm offer valid for 90 days after submission to Franklin County.

The DATAMARK team, in partnership with Franklin County, will initiate the project and begin execution of the proposed Scope of Work within 15 business days of receiving a fully executed purchase order and/or signed SaaS agreement, as applicable.

This proposal includes services to aggregate, validate and provision GIS data for the regional ESInet and Next Generation Core-Services (NGCS), described in detail below.

1. Strategic Planning Services

DATAMARK's Strategic Planning Services document the current state of public safety GIS workflows and assess GIS data readiness for Next-Generation 9-1-1 (NG9-1-1). DATAMARK provides recommendations and a plan to successfully manage and deploy accurate, reliable GIS data which supports existing 9-1-1 systems and forms the foundation for NG9-1-1.

Strategic Planning Services are delivered in three phases beginning with a Current State Assessment of public safety GIS environment and management processes. This assessment is used by DATAMARK to provide Future State Recommendations and work with Franklin County

to develop a comprehensive Implementation Plan for creating and managing public safety GIS data.

Current State Assessment and Gap Analysis

The Current State Assessment evaluates GIS data workflows and data quality to provide an accurate gap analysis and needs assessment of the Franklin County GIS data environment.

The DATAMARK team conducts interviews with technical staff, internal stakeholders, and external stakeholders to develop an understanding of the GIS environment, data management processes, and public safety GIS lifecycle. During the Current State Assessment, DATAMARK performs validation checks on GIS data for quality and completeness. These checks examine the GIS data readiness for deployment in current 9-1-1 and NG9-1-1.

DATAMARK delivers a report of the results of the Current State Assessment and reviews it with the client in a meeting to discuss outstanding questions or issues that were discovered and address the completeness and quality of the assessment. This review is critical to ensuring the Current State Assessment effectively evaluates the GIS data environment, processes, and workflows. During this meeting, DATAMARK will discuss elements of the upcoming Future State Recommendations for initial feedback.

CLIENT TASKS/RESPONSIBILITIES

- Provide copy of current GIS data to DATAMARK for validation checks
- Provide documentation of GIS data workflows, address management, and public safety applications
- Accept final report of the Current State Assessment

DATAMARK DELIVERABLES

- Conduct interviews with client and stakeholders
- Perform validations on client GIS data
- Deliver Current State Assessment to client

Future State Recommendations

DATAMARK works closely with Franklin County to develop Future State Recommendations based on the gap analysis and needs assessment, interviews, and data validations performed during the Current State Assessment. DATAMARK will work with the client to document their GIS data objectives and data management goals. Recommendations are clearly defined and align to the GIS data objectives, specifically addressing the GIS stakeholders’ goals, management processes, workflow, and quality issues. Recommendations are documented and reviewed with the client and stakeholders prior to release of the final report.

Future State Recommendations can be used to justify funding and grant requests, define deliverables for GIS data projects, and develop the scope of services for location data projects and RFPs. Recommendations are developed collaboratively with Franklin County and clearly identify the steps needed to resolve issues identified in the Current State Assessment, define the

solutions and services that will improve the GIS data environment, and optimize data management workflows.

DATAMARK provides clients and stakeholders with a report which concisely details each of the Future State Recommendations for developing reliable high-quality public safety GIS data and creating efficient, consistent, and GIS data management processes. If Franklin County requires additional support in developing a plan to implement the Future State Recommendations, DATAMARK offers services to create an Implementation Plan, described below.

- CLIENT TASKS/RESPONSIBILITIES**
- Complete a Current State Assessment and receive results from DATAMARK
 - Accept final report of Future State Recommendations

- DATAMARK DELIVERABLES**
- Deliver Future State Recommendations to client

Implementation Plan

The Implementation Plan clearly defines the stakeholders, deliverables, technologies, processes, and real-world project schedule necessary to implement Future State Recommendations following a Current State Assessment. The Implementation Plan is developed in close coordination with Franklin County personnel and any external stakeholders. DATAMARK conducts hands-on workshops with client team members and project stakeholders to prioritize the most important needs, identifying:

- Who is responsible for implementing each stage of the plan
- What will be delivered at each stage of the implementation
- When each stage of the plan will be implemented and completed

Implementation Plan objectives are based on the Future State Recommendations and developed following the SMART philosophy. Each objective is Specific, Measurable, Assignable, Realistic, and Time-related. Goals and objectives are clearly defined and documented and create an accountability path aligned to the timeframe of the overall project and each stage of the implementation. The project schedule is based on the following:

- Client Requirements
- Time Constraints
- DATAMARK’s Recommendations
- Related Projects
- Availability of Resources Necessary to Implement the Project

Clients receive a finalized Implementation Plan document that establishes the objectives, stakeholders, project stages, and project timeline to. DATAMARK conducts follow-up meetings with client team members and project stakeholders to review the project plan and schedule. The

DATAMARK team will not implement the plan directly but, if Franklin County requires additional Project Management services, they are available for additional fees.

- CLIENT TASKS/RESPONSIBILITIES**
- Complete and receive results of the Current State Assessment and Future State Recommendations services
 - Accept completed Implementation Plan

- DATAMARK DELIVERABLES**
- Facilitate workshop sessions with client staff and external stakeholders
 - Deliver completed Implementation Plan to client
 - Formal review of the Implementation Plan with the client

2. Address Point Placement

Complete and accurate GIS data improves public safety response and has become a critical component of public safety systems including 9-1-1 call taking, call mapping, CAD, AVL, and Next Generation 9-1-1 (NG9-1-1). Address point placement, the process of moving address points to a consistent and logical location across the entire dataset, is a key element of developing reliable GIS used in public safety applications, including NG9-1-1.

ACE Address Point Placement

Placement of client-approved ACE Address Points can be performed by DATAMARK following the completion of Address Comparison and Evaluation (ACE) services. The ACE identifies potentially missing address candidates and assign each ACE candidate a weighted confidence score based on several evaluation factors.

DATAMARK will place all ACE address points approved by Franklin County in the GIS dataset. DATAMARK estimates 4,500 address points will be placed, based on the results of the ACE and our experience working with similarly sized jurisdictions.

Address Point Placement Summary Report

Following completion of the Address Point Placement, Franklin County will receive a report that provides a summary of the analysis and an address point dataset. Address points will be classified in the report as Placed, Parcel Placed, or Client Verify.

Additional Field Verification Services

DATAMARK can provide Field Verification services for the points marked as "Client Verify" for additional fees.

- CLIENT TASKS/RESPONSIBILITIES**
- Provide GIS data to DATAMARK
 - Discuss local address point placement processes and accept DATAMARK's point placement method
 - Accept the results of the Address Point Placement when completed
 - As applicable, review and provide direction for points marked Client Verify
 - Complete a DATAMARK Address Comparison and Evaluation (ACE) if placing ACE Address Points

DATAMARK DELIVERABLES

- Provide a report with a summary of the Address Point Placement
- Return Franklin County database with address point placement and associated status

3. Boundary Facilitation

Boundary Facilitation services enables Franklin County to ensure their PSAP and provisioning boundaries are edge-matched, and gaps or overlaps will be corrected. DATAMARK will facilitate individual workshops between the Region 1 Next Generation 9-1-1 Project counties and nine neighboring PSAPs, and between the twelve counties themselves, to discuss the placement of PSAP, Provisioning Boundary, and Emergency Service Boundaries (ESB).

Workshops will include representatives responsible for agreeing to the boundary placement between the neighboring PSAPs. In its role as a consultant, the DATAMARK team will act as a neutral participant.

Virtual Kickoff Meeting

Discuss the approach of the facilitated workshops, identify the role each participant will play, and what information is required, from whom, and when.

The neighboring PSAPs involved in the boundary workshops include:

- Liberty County, FL
- Wakulla County, FL
- Gulf County, FL

Facilitated workshops provide crucial learning opportunities for all participants. DATAMARK recommends Franklin County conduct workshops with each of their adjoining neighbors.

At the conclusion of the workshops, DATAMARK will provide a detailed report outlining workshop topics, description of areas discussed, and a summary of action items and/or decisions made as it relates to the placement of the boundaries.

A Summary Report will be provided to each of the Region 1 Next Generation 9-1-1 Project counties. This report provides an opportunity to review the decision-making assistance process as well as the lessons learned throughout the process. As part of the Summary Report, the DATAMARK team will document the details of each step in the process and the outcome of each facilitated workshop.

DATAMARK is not responsible for making edits to client boundary data. If additional GIS data remediation work is required, please contact your DATAMARK account manager. Additional details about our GIS data remediation services is included in the section below.

CLIENT TASKS/RESPONSIBILITIES

- Provide the names and contact information of neighboring PSAPs to DATAMARK
- Host the workshop(s) and find a suitable location(s)
- Provide client GIS data for use in facilitated workshop(s)
- Accept final report

DATAMARK TEAM DELIVERABLES

- Facilitate a virtual project kickoff
- Facilitate sending workshop invitations and requesting GIS data of neighboring PSAPs
- Facilitate workshop(s)
- Send meeting minutes after each workshop
- Provide final report with compiled documentation from each workshop(s)

4. Data Remediation

DATAMARK is experienced in remediating public safety GIS data for completeness, accuracy, and quality. DATAMARK will work with Franklin County to provide remediation services addressing the following data and GIS data services in preparation for NG9-1-1:

- Road Centerlines
- Emergency Service Boundaries
- Provisioning Boundaries
- MSAG-RCL Synchronization
- Address Points
- PSAP Boundaries
- Location Data Validation/Remediation
- ALI-GIS Reconciliation

GIS data remediation services are delivered in phases that range from performing GIS-based fixes to the County’s dataset to facilitating discussions about how to address anomalies that may require additional Field Verification (described below). Following the completion of each phase, DATAMARK will conduct ‘pulse checks’ with the County to review findings and status of remediation activities. Typically, these phases will be defined as:

Phase 1 – GIS-Based Data Fixes

This phase includes fixed that are focused on issue that do not require additional questions back to the County and can be remediated quickly. Typically, these include required parsing, normalization of values (suffix type, or data consistency changes such as “AVE” / “AV” to “AVENUE,” etc.).

Phase 2 – Q/A Review with Franklin County

This phase includes anomalies that are flagged for additional follow-up with the County to verify and address with respect to the actions needed to remediate the data. This may include spelling discrepancies or issues that require client input to quickly address without additional field verification or extensive research.

Phase 3 – Final Data Delivery

During this phase, DATAMARK will deliver and review the data remediation results with the County. We will review and address any final anomalies that could not be remediated and

require Franklin County to perform additional tasks to verify the data using other resources or field verification. These anomalies are not simple data fixes.

- CLIENT TASKS/RESPONSIBILITIES**
- Accept Data Deliverable

- DATAMARK TEAM DELIVERABLES**
- Final data output and data remediation summary report

5. Field Verification

Throughout the GIS data remediation process or during the performance of an ACE, data may be marked as "field verify," identifying a data point that requires field inspection for accuracy. Field verification will require DATAMARK staff to physically visit and observe a street or address point to ensure data accuracy and point placement.

For items marked as "field verify," the DATAMARK team will observe posted house number addressing while remaining in a car for safety. Where structures are not visible due to trees, shrubs, extended driveways, or other visual obstructions, the DATAMARK team will mark these anomalies as "client verify." DATAMARK will field verify up to 1,500 anomalies and remediate the verified anomalies within Franklin County's dataset.

Anomalies that are not corrected after field verification are marked "client review" and are the responsibility of Franklin County to correct.

- CLIENT TASKS/RESPONSIBILITIES**
- Accept field verification data deliverable

- DATAMARK TEAM DELIVERABLES**
- Perform field verification
 - Remediate anomalies
 - Final data output and field verification summary report

6. DATAMARK VEP Validation and Aggregation Services

DATAMARK's cloud-native and SaaS-based validation, editing, and provisioning (VEP) services will be used to aggregate, validate, and provision authoritative GIS data to the NGCS / ESInet spatial interface.

The DATAMARK team is able and willing to work collaboratively with the NGCS provider to provide an interface supporting the spatial interface. As a cloud-native agnostic SaaS service, our services are configurable to meet the needs of individual counties, regions, or a state and support integrations in accordance with NENA i3 architecture as it relates to the spatial interface. Effective development of a regional aggregation database requires local authoritative

databases follow the NENA NG9-1-1 GIS data model. A significant step in the process includes an Extract, Transform, Load (ETL) process of translating data from daily business GIS models to the NENA data model.

VEP Editor and VEP Aggregator services provide a seamless and interactive download function offering the ability to effectively field map the default database into a custom schema of choice to achieve this process. This service enables the client to support multiple public safety and government enterprise systems without needing to change business practices, systems, and data schemas, without additional cost.

Examples of relevant output schemas include:

- CAD Systems
- Transportation
- Pre- and Post-Incident Analytics
- Asset Management
- Permitting
- Mobile Data Collection Application

Franklin County will use VEP Editor services for multi-jurisdictional aggregation and validation. The County data will be onboarded in VEP and validation functions can be performed or scheduled as frequently as desired to meet local and regional needs.

Santa Rosa County will act as the Region's host for the aggregated dataset, against which regional validation services are performed. The Aggregator host will receive data from all participating counties and conduct a cross-jurisdictional QC check of the data to confirm it meets the Region's and NENA data standards. Once data is approved, it will be validated to the regional dataset.

Validation and editing services will be configured to allow each county to complete the following actions:

- Upload local GIS data for validation processes for all local data
- Identify any anomalies that are not NENA-compliant
- Define and mark any exceptions to validations that are deemed acceptable
- Correct any anomalies, upload and perform the validation process
- Confirm local validation results are NENA-compliant
- Upload local GIS data to the regional database within VEP for aggregation
- Conduct multi-jurisdictional validation process within the regional database
- Multi-jurisdictional validations focus on boundaries, gaps, overlaps and edge-matching
- Identify any anomalies within boundaries
- Correct any boundary anomalies, gaps or overlaps
- Conduct multi-jurisdictional validation process
- Confirm regional validation results are NENA-compliant
- Data is available for local, regional export and use in the spatial interface

Using the power of the DATAMARK validation services, users need no additional software or tools to collaborate within a regional instance all while maintaining data at a local level.

Collaborating and synchronizing between local and regional databases is a seamless process. Franklin County will have the ability to conduct unlimited validations against their local data, edit data and download regional data exports, while a regional administrator performs the Region 1 Next Generation 9-1-1 Project multi-jurisdictional validations.

The figure below illustrates aggregation and validation workflows for the Region 1 Next Generation 9-1-1 Project.

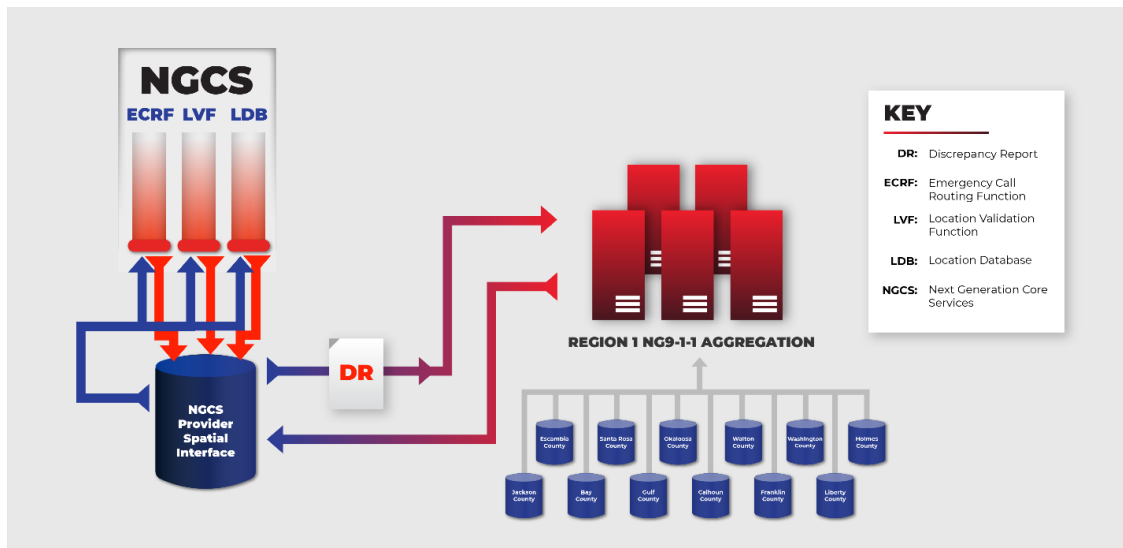


Figure 1: DATAMARK Regional Validation Workflow

DATAMARK Services Onboarding and Training

The DATAMARK team will perform onboarding and training with Franklin County staff to support VEP Editor services.

The DATAMARK team will conduct a live virtual onboarding session for the Region 1 Next Generation 9-1-1 Project. The onboarding session will be held via web conference to review native data schema mapping into the VEP service.

Once onboarding is complete, the DATAMARK team will provide one virtual 4-hour training session to Franklin County. DATAMARK staff will train participants in the Region 1 Next Generation 9-1-1 Project on all aspects of validation services, enabling each county to effectively support and use the services. Training will include specifics on how the VEP services provide aggregation, validation, editing, provisioning and facilitate the completion of administrative tasks. On-site training is available upon request, for an additional fee.

Additional Schemas

DATAMARK’s validation services provides the iterative capability to export multiple custom schemas to support additional business processes. Services include up to 10 standard exports per VEP user:

- Franklin County native schema

- The NENA data model to support geospatial call routing
- Eight additional schemas to support other business needs such as CAD, AVL and RMS

VEP services support the capability to export additional schemas beyond those included in the standard service offering. Additional fees apply, pricing can be provided upon request.

CLIENT TASKS/RESPONSIBILITIES

- Participate in a review of client GIS data field mapping for upload into VEP
- Provide a space, computers, and internet connections for training

DATAMARK DELIVERABLES

- Conduct the review of GIS data field mapping for upload into VEP with Client
- Provide user access to VEP and the knowledge base/ticketing system
- Conduct VEP end-user training

7. Data Support Services

DATAMARK’s GIS and Public Safety professionals provide Data Support Services to clients requiring additional expertise from trusted advisors to support their data management operations. To ensure the County maintains NG9-1-1 data to meet NG9-1-1 standards, DATAMARK will provide Franklin County with 200 hours of data support after data creation and remediation is complete. Timely GIS maintenance is a mission-critical component in a geospatial call routing solution.

DATAMARK will provide GIS data support and legacy consulting services annually at our current billing rate based on time and materials. For each request under this task, DATAMARK will provide a task order with level of effort and receive approval before executing the task. All work will be performed during normal business hours. Tasks may include but are not limited to data creations, data remediation and MSAG / ALI consulting services.

Data support service hours are non-transferrable and expire at the conclusion of the contract year.

DATAMARK DELIVERABLES

- Provide Data Support Services requested

EXHIBIT C: COMPENSATION AND PAYMENT

This proposal includes pricing for end-to-end GIS aggregation and validation services. The prices below include project-wide discounts and credits for current DATAMARK customers or customers in negotiations with DATAMARK for service and solution offerings, as applicable.

DATAMARK will invoice Franklin County on a monthly basis for services as they are rendered, not to exceed the total fixed price shown below. Annual services fees for DATAMARK VEP will begin and be invoiced upon execution of the VEP SaaS agreement.

Task	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual VEP Service Fees	\$ 250	\$ 6,550	\$ 6,865	\$ 7,196	\$ 7,453	\$ 28,314
Data Support Services	\$ 0	\$ 34,000	\$ 35,700	\$ 37,485	\$ 39,359	\$ 146,544
Boundary Facilitation	\$ 2,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,500
Managed Services	\$ 20,594	\$ 4,084	\$ 4,295	\$ 4,496	\$ 4,713	\$ 38,182
Strategic Planning	\$ 12,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 12,500
AP Placement	\$ 4,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,500
Field Collection	\$ 11,500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 11,500
Data Remediation	\$ 45,416	\$ 0	\$ 0	\$ 0	\$ 0	\$ 45,416
Total	\$ 97,260	\$ 44,634	\$ 46,860	\$ 49,177	\$ 51,525	\$ 289,456

U.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from Franklin County):

MICHAEL BAKER

Name: _____

Title: _____

Date: _____

FRANKLIN COUNTY, FL

Name: _____

Title: _____

Date: _____

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Franklin County Board of Commissioners

Subgrant Number: 2021-JAGC-FRAN-1-3B-004

Project Title: FRANKLIN COUNTY SHERIFF'S OFFICE DRUG INVESTIGATIONS OFFICER

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Franklin County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature Date

Printed Name and Title

Franklin County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Cody Menacof, Bureau Chief
Printed Name and Title

SPECIAL CONDITIONS

Subrecipient: Franklin County Board of Commissioners

Subgrant Number: 2021-JAGC-FRAN-1-3B-004

Project Title: FRANKLIN COUNTY SHERIFF'S OFFICE DRUG INVESTIGATIONS OFFICER

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S46081: A risk assessment completed at the time of application review determined this project is low-risk AND is requesting funds for salaries and benefits as well as funds for confidential informant activities. As a result, backup documentation supporting salaries and benefit expenditures must accompany the first and last reimbursement requests submitted for approval. Additionally, backup documentation supporting the tracking of payments for CI activities, must accompany all reimbursement requests submitted for approval. Backup documentation for other expenditures not specified above must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S46109: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: conflict of interest statements (200.318(c)), acquiring duplicative/unnecessary items (200.318(d)), intergovernmental agreements (i.e. state contract, etc.) 200.318(e), verifying suspension and debarment (200.318(h)), geographical preference? 200.319(b), threshold for purchases that is less than or equal to an aggregate purchase of \$ 10,000? 200.320(a) and noncompetitive procurements (sole source)200.320(f): All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S46427: At the time of application approval, the Franklin County BCC had not submitted a current EEO Plan to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Franklin County Board of Commissioners

County: Franklin

Chief Official

Name: Noah Lockley

Title: Chairman

Address: 33 Market Street

City: Apalachicola

State: FL **Zip:** 32320-2317

Phone: 850-653-2275 **Ext:**

Fax: 850-670-4107

Email: noah@franklincountyflorida.com

Chief Financial Officer

Name: Marcia Johnson

Title: Clerk of Court

Address: 33 Market Street

City: Apalachicola

State: FL **Zip:** 32320-2310

Phone: 850-653-8861 **Ext:**

Fax:

Email: mmjohnson@franklinclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Franklin County Sheriff's Office

County: Franklin

Chief Official

Name: Anthony Smith

Title: Sheriff

Address: 270 State Road 65

City: Eastpoint

State: FL **Zip:** 32328-3616

Phone: 850-670-8500 **Ext:**

Fax:

Email: sheriff@franklinsheriff.com

Project Director

Name: Ginger Coulter

Title: Finance Director

Address: 270 Highway 65

City: Eastpoint

State: FL **Zip:** 32328

Phone: 850-670-1009 **Ext:**

Fax:

Email: g.coulter@franklinsheriff.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: FRANKLIN COUNTY SHERIFF'S OFFICE DRUG INVESTIGATIONS OFFICER
Subgrant Recipient: Franklin County Board of Commissioners
Implementing Agency: Franklin County Sheriff's Office
Project Start Date: 7/1/2021 **End Date:** 9/30/2022

Problem Identification

The primary focus of the Franklin County Sheriffs Office (FCSO) continues to be the disruption of drug trafficking in our jurisdiction. The success of these efforts has been mainly due to the investigative position the FCSO has dedicated to this goal. Despite the fact that drug traffic is ongoing, the FCSO continues to be proactive and has had success through the arrests and prosecution in many of these cases. One of the resulting factors of these successful prosecutions is reduction of criminal activity associated with drug related offences such as thefts, burglaries, and child neglect.

Some of the milestones and successes we have seen in the past include FEDERAL charges, arrests and convictions on 9 individuals, as follows: Arrestee 1: 8 Federal Charges, including conspiracy, over 542 grams of meth seized/purchased. Arrestee 2: 2 Federal Charges, including conspiracy, over 13 grams of meth seized/purchased. Arrestee 3: 2 Federal charges. Arrestee 4: 2 Federal charges. Arrestee 5: 2 Federal Charges, including conspiracy, 5 pieces crack cocaine, 31 grams marijuana, 7 grams cocaine, 3.1 grams crack cocaine, 25 grams MDMA and 6 oxycodone pills seized/purchased. Arrestee 6: 2 Federal Charges, including conspiracy. Arrestee 7: 1 Federal Conspiracy. Arrestee 8: 2 Federal indictments. Arrestee 8: multiple federal indictments and disruption to trafficking ring (Jones), Arrestee 9: Multiple federal charges. In addition to drug selling, possession and trafficking charges, the Drug Investigations Officer was able to make multiple charges for additional offenses, including: Unlawful use of 2 way communication 893.13(1), Keep shop/dwelling for drugs 893.135, Felony in possession of firearm 893.13(1), Child neglect, Driving while license suspended, and tampering with evidence.

The FCSO will continue with aggressive drug investigations. However, the demand for illicit drugs remains high. In order to address Franklin County's drug problem, FCSO will remain proactive in our anti-drug efforts and strengthen resources for law enforcement.

Illegal narcotics and narcotics-related crime affect our communities, our workplaces, and our schools. Additionally, the drug problem has an adverse effect upon the community as drug related crimes continue to rise.

Franklin County continues to be vulnerable for illicit drug activity. With its extensive coastline, rivers, private forests, and National Forests, drug dealers and smugglers have a variety of options to transport their illegal drugs. Naturally, the abundant forests provide an easy cover for growing cannabis.

As we have seen over the past few years, there is a growing trend for illegal use of Prescription drugs. Because prescription drugs are relatively easy and legal to obtain from physicians, individuals have resorted to "selling" their prescriptions on the street

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

generating a huge and easy profit for themselves. Of course, these types of investigations are harder to pursue, but we have seen some success in making cases that result in arrests and convictions.

The deteriorating economy in Franklin County has strained businesses and individuals to the point of high unemployment and closures. Many individuals have turned to an ever increasing "quick" way of replenishing their income by manufacturing marijuana and selling prescription drugs.

Currently, the budget for the Franklin County Sheriffs Office will not make allowances for procurement of the ongoing salary, equipment and supplies necessary to maintain a full time investigator. Grant funding will provide the assistance necessary for these much needed enhancements.

Project Summary (Scope of Work)

The FCSO will use JAG funding to continue to employ one (1) full time Drug Investigator, partially funded through this grant. Additionally, our Narcotics Investigator will work with road deputies and our K-9 Officers in an effort to make a significant impact on illegal drug sales and abuse in the county. The FCSO will continue to inform and educate the people within our communities in the identification and distribution methods of the dangers of and the unlawful use of illegal drugs and the problems associated with them. The investigations initiated will target individuals known for trafficking illegal substances resulting in arrests that may provide information that will help further our efforts to reduce the distribution of drugs. As previously mentioned, investigations are based on information received from a variety of sources including street officers, community members, confidential informants, and other law enforcement agencies.

Items ordered, will be purchased and received by the Finance Officer, who will then turn the items over to the Drug Investigations Officer. Buy Funds are distributed as needed. Each CI transaction is signed by the CI and a Law Enforcement witness. All transactions are kept on file. A transaction log is held by the Drug Investigations Officer and the Finance Officer. Copies of Drug Investigation Officer payroll records will be maintained in the Finance Office. This includes time sheets that reflect days and hours worked. Case load and investigatory reports will be kept in the Narcotics Office. At the end of each quarter, the Drug Investigations Officer will submit to the Finance Officer/Project Director a report reflecting number of cases investigated, (both open and closed, number of arrests made, and amount of buy funds expended.

All of these resources will be used to complete solid investigations that will produce and contribute to arrests. Items that will be purchased or funded with this grant are: One Investigator, Buy funds and Office supplies (copy paper and pens).

Grant funds will be used to pay partial salary (52.5%) for a full time Drug Investigations Officer with the FCSO. The Sheriff's Office will fund 100% of FICA and Retirement benefits. This position is a sworn, certified member who possesses all the required knowledge, skills and physical ability necessary to perform the duties this position demands. The position is available to respond to calls and/or cases assigned by the Investigators commanding officer. This investigator routinely works a minimum of 160 hours on a 28 day schedule.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

The investigators minimum performance will include timely responses to case assignment, initiating investigations to apprehend and execute arrests of suspects using or selling narcotics. The responsibilities of this position will be performed according to the agency employment and state law enforcement standards. Documentation to support costs and activities will consist of time sheets, payroll records, pay stubs and/or agency record management systems. All documentation to support use and expenditure of grant funds will be available for review during grant monitoring. Documentation for the purchase of items will consist of original copies of the procurement process, purchase orders, packing slips delivery/receivable documents, invoices and proof of payment.

The deliverable for this agreement is the quarterly performance of tasks and activities as described above. This position will work 100% of their time on this project in accordance with local agency position description, with the grant covering approximately 28 weeks of the salary. The FCSO will request reimbursement of allowable costs identified in Section 4, pages 1-2 on a quarterly basis.

The FCSO narcotics officer investigates drug distribution. He works with other agents, businesses and concerned organizations to identify drug trafficking routes and dealers to ensure the safety of the community. The Narcotics officer also writes reports, analyzes evidence, conducts interviews, monitors suspects, makes undercover drug buys and performs any other tasks that are related to his position. The timeline for this grant will consist of an ongoing implementation of daily activities listed above to be performed throughout the current grant period. The equipment purchases and any necessary training will be managed by the FCSO Investigator and the Project Director. As supplies and equipment are needed for these operations, a vendor will be selected and purchase orders submitted to procure these items.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 60

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 11549

Question: What is the address of the location being used to provide services for this project?

Answer: 270 State Road 65
Eastpoint, FL 32328

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: General Fund.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: The agency will be involved in various community meetings and events, including minority outreach. We will continue to conduct a variety of social media activities. This will all be done monthly, quarterly and annually.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Citizen's Academy, Volunteer Programs, Auxiliary Deputy Program, k-12 School programs, youth athletic programs and other community events.

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Citizen's Academy, Volunteer Programs, Auxiliary Deputy Program, k-12 School programs, youth athletic programs and other community events.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: To build solid drug cases with a high percentage of sentences.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: As more arrests are made, it makes it harder to secure reliable CI's. This grant makes it possible to get new CI's when necessary. Also, with the COVID pandemic still active in communities, this creates a barrier of sorts as a hindrance to our investigations.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Strategic surveillance and investigations will be key to our success. Additionally, activities will include working with our K-9 deputies and other law enforcement officers in the area.

State Purpose Area: 2P - Personnel

Objectives and Measures

Objective: Personnel Questions - Questions for all recipients using personnel.

Measure: Personnel 1

During the grant period, approximately how many overtime hours will be funded by JAG?

Goal: 0

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Measure: Personnel 2

During the grant period, how many personnel will have their salary or pay funded, at least partially, with JAG funds?

Goal: 1

Measure: Personnel 3

How many new positions will be created with JAG funds during the grant period?

Goal: 0

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

State Purpose Area: R25 - Questions for recipients of an award \$25,000 or more.

Objectives and Measures

Objective: LE General - Law enforcement questions for recipients of an award \$25,000 or more.

Measure: LE01

How many sworn personnel with general arrest powers does your agency have on staff?

Goal: 30

Measure: LE02

Of the sworn personnel, how many are JAG funded?

Goal: 1

Measure: LE03

How many non-sworn employees does your agency have on staff?

Goal: 16

Measure: LE04

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Of the non-sworn personnel, how many are JAG funded?

Goal: 0

Measure: LE05

Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

Goal: No

Measure: LE06

Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

Goal: Unsure

Objective: LE Program - Program specific law enforcement questions for recipients of an award \$25,000 or more.

Measure: LE07

During the grant period, will you operate a law enforcement program partially or fully funded by JAG funds? If yes, what is the name of that program? If you are operating more than one program, include the names of each one.

Goal: Drug Investigations Officer

Measure: LE08

During the grant period, will you operate a task force partially or fully funded by JAG funds? If yes, what is the name of the program? If you are operating more than one program, include the names of each one.

Goal: Drug Investigations Officer

Measure: LE09

If you will operate a program or task force with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you will operate more than one program, answer for each separately.

Goal: 60

Measure: LE10

If you will operate a program or task force with JAG funds during the grant period, what was the initiation year of that program, regardless of when it received JAG funding? If you operated more than one program, answer for each separately.

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Goal: We have been using this grant since at least 2001 to fund a drug unit. Initially it was a task force. Over time, and with mire cutbacks, it is now a

"Drug Investigations Officer" funded grant.

Measure: LE11

Are you or a partner planning to conduct an evaluation of your program or task force? If you will operate more than one program, answer for each separately.

Goal: The Sheriff evaluates the program regularly.

Measure: LE12

If you or a partner are planning to conduct an evaluation of your program or task force, are you aware that you will be required to report on the status of that evaluation?

Goal: Yes

Measure: LE13

If you will operate a program or task force with JAG funds during the grant period, which of the following violent crime/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: All violent crime in the jurisdiction, Homicide, Human Trafficking, Domestic Violence, Child Abuse, Child Pornography and Exploitation, Sexual Assault, Terrorism, None of the above.

Goal: None of the above

Measure: LE14

If you will operate a program or task force with JAG funds during the grant period, which of the following property crime/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: All Property Crime in the Jurisdiction, Auto theft, Burglary.

Goal: None of the above

Measure: LE15

If you will operate a program or task force with JAG funds during the grant period, which of the following societal crimes/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: Drug crime, Prescription drug crime, Disorder/quality-of-life incidents, Prostitution, Cybercrime, White-collar crime, Healthcare fraud, Status offenses (truancy, underage drinking, etc.), None of the above.

Goal: Drug crime, prescription drug crime

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Measure: LE16

If you will operate a program or task force with JAG funds during the grant period, which of the following general crime/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: All crime in the jurisdiction, Hate crime, Gun Crime, Traffic violations/crashes, Other (please describe).

Goal: None of the above

Measure: LE17

If you will operate a program or task force with JAG funds during the grant period, who is the target population. If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Adults, Elderly, Gangs, Juvenile Delinquents, Children of incarcerated/justice-involved parents, Drug-endangered children, Persons with mental illness, All victims, Other (please describe).

Goal: N/A

Measure: LE18

If you will operate a program or task force with JAG funds during the reporting period, what is the primary target area of that program or task force? If you will operate more than one program, answer for each separately. Choose from the following list: Specific landmark or place (mall, park, theater), hot spots (a number of blocks or street segments that have been identified as experiencing a disproportionate share of the jurisdiction's problem), entire jurisdiction, multi-jurisdictional/cross jurisdictional.

Goal: Illegal drug offenders county wide

Measure: LE19

If you will operate a program or task force with JAG funds during the reporting period, will that program focus efforts around any of the following models? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Community oriented approach, problem solving approach, geographic focus, high-rate offender focus, high-rate group/gang focus, Procedural justice, Unsure/Don't know, Other (please describe).

Goal: High rate offender focus,

Objective: LE Services - Service specific law enforcement questions for recipients of an award \$25,000 or more.

Measure: LE20

Will you provide situational crime prevention and crime prevention through environmental design strategies as part of your program? (approaches that change the perceived opportunities for a crime, so the offender will believe the crime is more difficult, has more risk, or provides

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less rewards, for example, access control to parking lots or improved lighting on a walkway) If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE21

Will you provide youth development services as part of your program? (programs that promote positive behaviors and decrease negative behavior in youth, for example, any of the Blueprints programs.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE22

Will you provide crime awareness services as part of your program? (programs aimed at increasing the awareness of a crime problem including solutions to prevent crime, for example a Lock It or Lose It program.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE23

Will you provide increased personal safety services as part of your program? (programs that provide instruction on increasing personal safety, for example, a Rape Aggression Defense (RAD) class.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE24

Will you provide community building services with your program? (programs that promote community cohesion, including communication between the community and elements of the criminal justice system, for example, National Night Out.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE25

Will you provide any other crime prevention services not described in this report with that program? Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Objective: LE Tracking - Tracking questions for Law Enforcement recipients of an award \$25,000 or more.

Measure: LE26

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Approximately how many criminal groups will be disrupted under your program during the grant period? Disrupted means impeding the normal and effective operation of the group, as indicated by changes in leadership or methods of operation. If you will operate more than one program, answer for each separately.

Goal: 0

Measure: LE27

How many criminal groups will be dismantled under your program during the grant period? Dismantled means destroying the organization's leadership, financial base, or supply network so that the organization is incapable of operating. If you will operate more than one program, answer for each separately.

Goal: 0

Measure: LE28

Approximately how many firearms will your program or task force seize during the grant period? If you will operate more than one program, answer for each separately.

Goal: 1

Measure: LE29

Approximately how many firearms will your program or task force enter into the National Integrated Ballistic Information Network (NIBIN) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

Goal: 1

Measure: LE30

Approximately how many firearms will your program or task force trace through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

Goal: 1

Measure: LE31

Regardless of JAG funding, how many total asset forfeiture cases will your program or task force file during this grant period?

Goal: 1

Measure: LE32

Regardless of JAG funding, which of the following items will your program or task force seize during the grant period as part of a state or federal asset forfeiture case? Choose all that apply from the following list: Drugs, currency, firearms, other physical property, none of the above.

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Goal: Drugs

Measure: LE33

Are you aware that you will be required to complete the law enforcement questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000612

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$24,671.00	\$0.00	\$24,671.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$10,161.00	\$0.00	\$10,161.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$34,832.00	\$0.00	\$34,832.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? Yes

PGI Reporting Frequency : Quarterly

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Section 4: Financial (cont.)

Budget Narrative:

Budget Narrative:

TOTAL PROJECT BUDGET IS \$34,832 (Budget categories, description of items, amounts and subtotals are below)

SALARY \$24,671

Approximate rate of pay: \$17.75

Position will work 100% on Project One (1) Full Time Investigator

Total Salary (\$36,112) Grant Funds will pay \$24,671.00, Sheriffs Office will pay 100% of FICA and Retirement

GRANT WILL CONTINUE TO BE EXPENSED AT 100% UNTIL FUNDS ARE EXHAUSTED. SHERIFFS OFFICE WILL CONTINUE TO FUND. This position will support the grant project by enabling us to partially fund one full time investigator to work solely on drug investigation in Franklin County. Sheriffs Office will pay FICA and Retirement benefits.

EXPENSES: \$10,161

Buy Funds \$9,000

Office Supplies (copy paper, pens, etc.) \$1,161

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a kit, bundle, system etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

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Section Questions:

- Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.
- Answer: No
- Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.
- Answer: N/A
- Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.
- Answer: N/A
- Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?
- Answer: No
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
- Answer: 5000
- Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.
- Answer: Partially funded on previous grant year.
- Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Form.
- Answer: No

OFFICE OF CRIMINAL JUSTICE GRANTS SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes
Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2020 National Criminal History Improvement Program (NCHIP) guidance
(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance
(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

- 3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.
- 5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.
- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0 Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 **Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 **Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 **Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."
- 4.0 **Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 **Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 **Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 **Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

16.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

17.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds.

The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

18.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

19.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

20.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: JAG & PSN DHS REQUIREMENTS

1.0 In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For STATE AGENCIES: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

- i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of LOCAL GOVERNMENT: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

- i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Noninterference: No Public Disclosure - Subrecipients (at any tier) are prohibited from making public disclosure of any federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Funds under this program are prohibited from being used to make any public disclosure of federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

8.0 Noninterference: Interrogation of Certain Aliens - In accordance with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a) and 8 C.F.R. 287.5(a), which allow certain federal officers and employees the power to interrogate "any alien or person believed to be an alien" regarding their right to be or remain in the United States, and allows that power to be exercised "anywhere in or outside the United States," subrecipients (at any tier) are prohibited from interfering with the exercise of the power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

No state or local government entity, agency, or official may use funds under this award to interfere with the exercise of power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

9.0 Noninterference: Notice of Scheduled Release - Within the funded program or activity, no subrecipient (at any tier) may interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice.

Subrecipients (at any tier) are not permitted to use subaward funds to interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a

formal written request pursuant to the INA that seeks such advance notice (see the following federal law enforcement statutes, incorporated here by reference: 8 U.S.C. 1231, 8 U.S.C. 1226, and 8 U.S.C. 1366).

10.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

11.0 Nothing in the above conditions shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as

"employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0 For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0 For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:
 - (a) Protection orders for the protection of persons from stalking or domestic violence;
 - (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and
 - (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding
Grant Agreement No. S17-21-02-16

The State of Florida (hereinafter “State”), Department of Management Services (hereinafter “Department” or “DMS”), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as “Grantee”) must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.332. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

Subaward Agreement	
Federal Award Identification	
Federal Awarding Agency: Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)	
Federal Award Date: August 9, 2019	
State Agency/Pass-Through Entity: The Florida Department of Management Services	Sub recipient Name: <i>(must match name associated with FEIN)</i> Franklin Board of County Commissioners
Federal Award No. (FAIN): 69N37619300000911FLO	Subaward Period of Performance: Begins upon award (made at the E911 Board approval on February 23, 2021), and continues until March 31, 2022
Federal Award Period of Performance: Start: August 9, 2019 End: March 31, 2022	Amount of Federal Funds Obligated by this Subaward: As specified on Grantee award letter
Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement: \$ 431,592.00	Total Amount of this Federal Award Committed to Grantee by DMS: \$ 230,530.00
Federal Award Project Description: The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.	

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Catalog of Federal Domestic Assistance No.: 20.615	Catalog of Federal Domestic Assistance Title: 911 Grant Program
Grantee receives federal awards directly from a Federal Awarding Agency: <input type="checkbox"/> YES <input type="checkbox"/> No	
Grantee has disclosed if it has prior experience with same or similar subawards to DMS: <input type="checkbox"/> YES <input type="checkbox"/> No	

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws , rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
 - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.
 - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
 - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the “Specifically Excluded E911 Expenses,” identified on the Application, ineligible costs that are not reimbursable under this Agreement include, but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system

after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.

- 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.
- 1.8. The Grantee agrees to provide a completed Exhibit 2, Pilot Region Project Metrics to the Department on a quarterly basis. The quarters shall run from January to March, April to June, July to September, and October to December. The completed Exhibit 2 will be due to the Department no later than fifteen (15) calendar days past the end of the preceding quarter.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

The terms of the Application are hereby modified as follows:

4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee’s award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks for Integrating GIS Regional Data		
Performance Standard	Documentation	Financial Consequences
Complete all work to Integrate an advanced GIS Regional data in preparation for the regional ESLnet and Next Generation Core Services, which is attached as	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of:	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:

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Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$230,530.00		

5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.332(a)(x),

- 5.1. The Department’s Grant Manager is responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Department’s liaison with the Grantee. As part of his or her duties, the Department’s Grant Manager will:
 - 5.1.1. Monitor and document the Grantee’s performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department’s Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator
4030 Esplanade Way
Tallahassee, FL 32399

Pam Gerard, Federal Program Manager
4030 Esplanade Way, Ste 180k
Tallahassee, FL 32399

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by

the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).
- 7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and

12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain:
- 13.3.1 language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.
- 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
- 13.3.3. without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

16. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as

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well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Ricky D. Jones

Signature - Chair, Board of County Commissioners or County Manager

Date: 6/3/21

RICKY D. JONES

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Federal Rules

NOTE: Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee’s award letter.

United States Code (U.S.C.)
<i>8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)</i>
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information
<i>42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)</i>
United States Code of Federal Regulation (C.F.R.)
<i>2 C.F.R. Part 25 - Universal Identifier and System for Award Management</i>
<i>2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information</i>
<i>2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i>
<i>2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation</i>
<i>2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce</i>
<i>47 C.F.R. Part 400 - 911 Grant Program</i>
Presidential Executive Orders
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving
Other
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)

State Grant Number: Integrate GIS Regional Data State Grant Award Date: 02/23/2021

Catalog of State Financial Assistance number: 72.002	Catalog of State Financial Assistance Title: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">E911 State Grant Program</div>
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Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such

fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred):

E911BoardElectronicGrantReports@dms.fl.gov

or

Paper (hard copy):

Florida E911 Board
4030 Esplanade Way, Ste. 135
Tallahassee, FL 32399-0950

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

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

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

- 3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

Federal Project: The Next Generation 911 Advancement Act

Federal Awarding Agencies: The U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)

Catalog of State Financial Assistance Title: E911 State Grant Program

Catalog of State Financial Assistance Number: 72.002

Amount: \$230,530.00

Subject to Section 215.97, F.S.:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement # S17-21-02-16 between the Grantee and the Department, entered in State fiscal year 2020-21.

EXHIBIT 2

Pilot Region Project Metrics

Grantee: Franklin Board of County Commissioners

Project Identification Number: S17-21-02-16

Reporting Quarter: _____

Metric One, Project Completion

Description. This is a measure from the Grantee regarding their progress towards completing their project.

Baseline. The baseline is the schedule detailed in the Grantee's E911 grant application.

Measurement. This will be reported as a percentage of progress on the Grantee's quarterly grant return.

Percentage of progress towards project completion: ____%

Metric Two, Geographic Information System (GIS) Database Synchronization

Description. The Grantee's reported GIS Database Synchronization that is in accordance with National Emergency Number Association (NENA) standards for the pilot region. This can be reported for each county within the pilot region, or as a total number for the entire pilot region.

Baseline. The baseline will be the numbers submitted in the grantee's first quarterly report.

Measurement. This will be reported as a percentage of synchronization on the Grantee's quarterly grant return.

Numbers demonstrated are for the pilot region in total: <yes or no> If no, please duplicate the lines below for each county.

Master Street Address Guide (MSAG) to road centerlines: ____ %

Automatic Location Identifier (ALI) to road centerlines: ____ %

Metric Three, Equipment Upgrades

Description The percent of Public Safety Answering Points (PSAPs) within the pilot region that have upgraded their equipment, for example upgrading servers to become IP capable. This can be reported for each county within the pilot region, or as a total number for the entire pilot region.

Baseline The number of PSAPs that require upgraded their equipment.

Measurement This will be reported as a percentage of progress on the Grantee's quarterly grant return.

Numbers demonstrated are for the pilot region in total: <yes or no> If no, please duplicate the lines below for each county.

Number of PSAPs that require equipment upgrades: _____

Number of PSAPs that have received equipment upgrades: _____

Percentage of PSAPs that have received equipment upgrades: _____



FAA ORL ADO
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

June 14, 2021

Mr. Ricky Jones
Chairman
Franklin County Board of Commissioners
Apalachicola Regional-Cleve Randolph Field
34 Forbes Street
Apalachicola, Florida 32320

Dear Mr. Jones:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0001-011-2021 for Apalachicola Regional-Cleve Randolph Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **July 14, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department of Transportation Federal Aviation Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 14, 2021

Airport/Planning Area Apalachicola Regional-Cleve Randolph Field Airport

ACRGP Grant Number 3-12-0001-011-2021

Unique Entity Identifier 040874216

TO: Franklin County Board of Commissioners (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated May 18, 2021, for a grant of Federal funds at or associated with the Apalachicola Regional-Cleve Randolph Field Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Apalachicola Regional-Cleve Randolph Field Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Apalachicola Regional-Cleve

Randolph Field incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,000, allocated as follows:
 - \$9,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before July 14, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors**.
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
- 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated June 14, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

Franklin County Board of Commissioners

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Franklin County Board of Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of May 18, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

File Attachments for Item:

V. Report

Action Items:

1.P&Z/BOA: At your May 18th meeting I was directed to create an advertisement to encourage volunteers to serve on the County's Planning & Zoning Commission, Advisory Board of Adjustment, and Weems Board of Directors. Mrs. Cortni Bankston, Zoning Administrator, created the advertisement, uploaded to the County's website and sent it to WOYS and The Times to run as public service announcements. For better exposure, I directed Mrs. Bankston to purchase an advertisement package from WOYS for the Planning and Zoning Commission and Board of Adjustment vacant seats.

Board action to ratify the purchase of the advertisement package from WOYS.

2. District 1 P&Z: Prior to the start of the advertisements for the vacant Planning & Zoning vacant seats, Commissioner Jones informed me that he has a candidate, Mr. James Morris, for District 1's Planning & Zoning vacant seat. Mr. Morris is the current St. George Island Civic Club president and is eager to serve on the Planning & Zoning Commission. If approved, the advertisement will be updated to reflect the current vacant seats.

Board action to appoint Mr. Jim Morris to the Planning & Zoning District 1 seat.

3.Weems BOD: I informed Mr. David Walker, Weems CEO, of the Boards plan to recruit volunteers to serve on vacant P&Z and BOA seats. Mr. Walker stated that he would do the same to fill vacant Weems Board of Directors seats. Before advertising, I suggested that there is a discussion on moving Mr. Duffie Harrison, the current Board Chairman, from the At- Large seat that he currently occupies to District 5 seat on the Board. That would allow Mr. Walker to advertise for an At-Large seat in addition to any other vacant seat.

Board action to authorize the change for Mr. Duffie Harrison from the At-Large to the District 5 seat.

4.Road Paving Change Orders: The following are updates and change orders to the paving project.

District 1: The Board, at the May 4th meeting, approved a \$63,180 change order for asphalt and striping on sections of 5th, 6th, and 7th streets on St. George Island. Chairman Jones would like to void that change order and replace it with a \$192,050 change order to pave Power Drive and Smith Street in Eastpoint.

District 2: Commissioner Boldt submitted Jeff Sanders Road and Enabob Street for work, however more specific information is required before Roberts and Roberts can provide a quote.

District 3: Roberts and Roberts should be finalizing paving the Chapman parking lot and the eastern end of MLK Jr. Street (road to the fish cleaning table). Parking striping was not included in the original quote for the Chapman parking lot, should staff request a quote for striping?

District 4: During the May 4th meeting a portion of Bluff Road was approved for asphalt overlay and striping. After the overlay was completed, a soft spot was found at that location. Upon further investigation, it has been determined that a washout of the soil around the box culvert and has

caused undermining of that road section. Roberts and Roberts have submitted a \$20,000 quote to replace the fill and repair that section. There is a possibility that once the work starts, there might be more damage than what has been estimated and additional repairs will be required.

District 5: The County is waiting for engineering and survey information before proceeding with repairs to Ryan Drive. Commissioner Ward requested quotes to stripe (paint) a portion of Frank McKamey, a portion Lighthouse Road, and Beacon Street. That total quote is \$4,510. The Commissioner also requested a quote to stripe (paint) C.C. Land Road, 10th Street, 7th Street, 6th Street, and Brian Street. The total cost to stripe these streets are \$13,755.00.

Board action to approve the \$192,050 change order for District 1, request a quote for parking striping for the Chapman Building parking lot in District 3, the \$20,000 change order for the repairs on Bluff Road in District 4, and the \$4,510 and \$13,755 striping change orders for District 5. All change orders will be paid from that district's paving funds.

5. Interim Airport Manager: At your last meeting, the Board appointed Mr. Ted Mosteller as the Interim Airport Manager until September 30th when a permanent candidate, to replace the vacancy left by Mr. Jason Puckett's resignation, should be in place. The Board directed Attorney Shuler to prepare a contract to include compensation for Mr. Mosteller during his tenure. Mr. Shuler and I discussed this matter and since Mr. Mosteller's role as the Interim Airport Manager is short, we recommend the Board authorize these few directives for Mr. Mosteller instead of a contract. The first would be, as Mr. Mosteller did this morning, all actions in his role must be approved by the Board, including but not limited to amending the airport layout plan, entering into contracts or leases, or applying for any grants. Next, Mr. Mosteller is not authorized to charge on any County accounts or encumber any charges for the County without Board or staff approval. As suggested by Commissioner Lockley, Mr. Mosteller will be paid \$1500 per month until September 30th. As it relates to creating a scope of work and monthly fee for a permanent airport manager, I recommend a committee made up of Mr. Mosteller, Mr. Andrew Hartman of Centric Aviation, and Mrs. Erin Griffith. I believe with Mr. Mosteller's past knowledge of the County's Airport, Mr. Hartman's experience of dealing with multiple airports of different sizes and those airport managers, and Mrs. Griffith financial insight relating to the airport's budget and grants, a draft comprehensive scope of work and monthly fee would be available to the Board for review and discussion before the start of budget workshops in July.

Board action to approve the directives stated above for Mr. Mosteller as Interim Airport Manager, the \$1500 monthly fee that will terminate along with Mr. Mosteller's role as Interim Manager on September 30, 2021, and the creation of the committee with the stated members for the purpose of creating a scope of work and monthly fee for a permanent Airport Manager.

6. Board Committee Assignment Change: Commissioner Jones asked if any other Commissioner would be interested in serving on the Apalachicola Bay System Initiative (ABSI) to reduce some of his meeting load. Since Commissioner Bold serves on Small County Coalition that only meets during conferences, I asked both Commissioners if they would consider switching committees, and they agreed.

Board action to authorize the change that would assign Commissioner Boldt to ABSI and Chairman Jones to Small County Coalition.

7. Community Action Request: The rehabilitation project at 579 Ridge Road is almost complete but there were a few issues with the project. Those issues have been resolved, but there is a small change order that requires Board action. There is a damaged joist, that was not included in the initial estimate, that will cost \$750 to repair. Community Action is managing this project; therefore, the repair will be paid from the donated funds.

Board action to approve the \$750 change order for the repairs to 579 Ridge Road.

8. SHIP Disbursement Check: The Clerk's Finance office received a pay request from the SHIP Administrator for a contractor's final payment. However, the homeowner hasn't signed the Certification of Final Inspection as yet, but is expected to do so before your next meeting on July 6th which is three weeks from today. With that in mind, would the Board consider authorizing the Clerk's Finance Office to do a special check run contingent upon the receipt of the completed Certification of Final Inspection.

Board action to authorize the special check run.

9. Timber Island Road Ad: In order to expedite the timeline for the Timber Island Road widening and resurfacing project, Mr. Curenton sent the advertisement for construction bids to the newspaper over a week ago. It ran last Thursday and is also on the County's website and Demand Star. By doing this, the Board can open bids at the next meeting instead of in August.

Board action to ratify advertising the Timber Island Road widening and resurfacing project.

10. Ethics Training 2020 Letter: I was informed by the Florida Association of Counties that the ethics class held on Saturday, May 15th will be credited for 2021 not 2020. Would the Board consider authorizing the Chairman to sign a letter stating that the Board tried on numerous occasions, during 2020, to schedule an ethics class but because of COVID was not able to. This letter would accompany any reports you are asked if your 2020 ethics training was completed.

Board action to authorize the letter and the Chairman's signature.

11. CDBG Close Out Letter: Last week Mrs. Deborah Belcher, CDBG Administrator, submitted the CDBG close out documents. The document reports included the original \$700,000 grant amount plus the Eastpoint Wildfire additional funds. The document package was due yesterday so I asked the Chairman to sign the necessary forms last week to get them to Mrs. Belcher in time to meet yesterday's deadline.

Board action to ratify the Chairman's signature on the CDBG grant close out documents.

Informational Items

12. Building Official Date Correction: At your May 18th meeting I informed the Board that Mr. Steve Paterson received his Provisional Building Official license. I stated that Mr. Paterson would assume the role and receive a pay raise as the County Building Official effective May 15th, but in my report, I mistakenly typed March 15th. For the record, Mr. Paterson assumed the responsibility as the County's Building Official along with the new salary effective May 15th.

13. CareerSource Training: Mrs. Kim Bodine, CareerSource Executive Director, informed me that at least one board member and staff from each county is required to participate in training that provides an orientation to local workforce boards and the various roles and responsibilities of each

v.

partner. This training can be done online. Let me know if you are interested in registering for this training.

14. Health Department HIV Testing Event: The Florida Department of Health will be hosting a HIV testing day event on Monday, June 28th on St. George Island. This event will be on the empty lot next to the main beach parking lot from 10:00 am to 2:00pm. A flyer is attached to my report.



v.
NATIONAL
HIV
TESTING DAY
EVENT



MONDAY, JUNE 28th

Beach Access Parking Lot

Gulf Beach Drive & W. 1st St.

St George Island, FL

10:00am to 2:00pm

Look for FDOH Mobile Medical Unit!

**Incentives &
Freebies!**

**20 Minute Health
Screenings!**

#MyTestMyWay

For more information, please call (850) 404-6215

or visit www.KnowYourHIVStatus.com

W.

File Attachments for Item:

W. Report

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

Phone: 850-653-1757
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Email: mshuler@shulerlawff.com

Mailing Address:
34th Street
Apalachicola, FL 32320

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

Date: June 14, 2021

Action Item for June 15, 2021

1. Leave No Trace Ordinance:

I have drafted the ordinance expanding the Leave No Trace ordinance to Carrabelle Beach. A copy is attached.

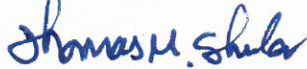
Board Action Requested: Discussion and decision on whether to expand the leave no trace ordinance to any location other than Carrabelle Beach.

Non-Action Items

2. Jingoli Power: The Phase I environmental study was completed last week. No environmental contamination was found. I am waiting on Jingoli to respond to my request that they remove from the lease their request that Franklin County indemnify Jingoli for any damage caused by pre-existing environmental contamination.

In short, since their consultant verified that there is no environmental contamination, then they do not need an indemnification.

Sincerely,



Thomas M. Shuler

Enc: as stated

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 6th day of July, 2021 at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

An Ordinance of Franklin County, Florida, Amending Ordinance 2014-1, the Leave No Trace Ordinance, for the purpose of amending the definition of "Public Beach" to include the Carrabelle Beach, Carrabelle, Florida; To Include the City of Carrabelle, Florida; Substituting the County Coordinator for the Director of Administrative Services; Providing for a Penalty for unattended holes on the Public Beach and a Penalty for holes on the Public Beach which are not filled prior to leaving the Public Beach; Providing for Severability and Providing for an Effective Date.

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

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

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

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

Franklin County Ordinance 2021-_____

An Ordinance of Franklin County, Florida, Amending Ordinance 2014-1, the Leave No Trace Ordinance, for the purpose of amending the definition of “Public Beach” to include the Carrabelle Beach, Carrabelle, Florida; To Include the City of Carrabelle, Florida; Substituting the County Coordinator for the Director of Administrative Services; Providing for a Penalty for unattended holes on the Public Beach and a Penalty for holes on the Public Beach which are not filled prior to leaving the Public Beach; Providing for Severability and Providing for an Effective Date.

WHEREAS, Franklin County has determined that it is in the best interests of the public’s health, safety and welfare to expand the geographic area regulated by Ordinance 2014-1 to include both the City of Carrabelle, Florida and the area commonly referred to as the Carrabelle Beach, Franklin County, Florida; and,

WHEREAS, Franklin County has determined that the office of the Director of Administrative Services has been replaced with the office of the County Coordinator; and,

WHEREAS, Franklin County has determined that in order to effectively and fully communicate to tourists and persons renting property of the restrictions of Ordinance 2014-1 and this ordinance, that the City of Carrabelle, Florida, must be included within the area regulated and governed by Ordinance 2014-1 and this ordinance; and,

WHEREAS, Franklin County has determine that the provisions of Ordinance 2014-1 regulating the digging of holes on the Public Beach requires a penalty for the effective enforcement of the prohibition against leaving holes on the Public Beach unattended; and,

WHEREAS, Franklin County has determine that the provisions of Ordinance 2014-1 regulating the digging of holes on the Public Beach requires a penalty for the effective enforcement of the prohibition against failing to fill the hole back to natural grade before leaving the Public Beach,

NOW THEREFORE BE IT ORDAINED THAT:

1. The definition of “Public Beach” is expanded to include that area of unconsolidated material on St. George Sound, Franklin County, Florida, in fractional section 30, Township 7 South, Range 4 West, that extends landward from the mean low-water line of the St. George Sound, to the frontal dune or, where there is no frontal dune, to the line of permanent vegetation or construction, whichever is more seaward, as that Public Beach area is generally described and shown on the map attached hereto as Exhibit “A.” This expanded definition excludes private property.
2. The City of Carrabelle, Florida, is hereby made subject to Ordinance 2014-1 and this ordinance.
3. All references to the “Director of Administrative Services” in Ordinance 2014-1 are hereby replaced with “County Coordinator.”
4. The Penalty for leaving holes on the Public Beach unattended or failing to fill the hole back to natural grade prior to leaving the Public Beach is a Second Degree Criminal Misdemeanor, as provided by Florida law.
5. Filling holes on the Public Beach means filling the hole back to natural grade.

- 6. Except as modified herein, Ordinance 2014-1 is hereby ratified and confirmed as remaining in force and effect.
- 7. If any word, sentence, phrase, paragraph or any other provision of this ordinance is finally determined to be unenforceable by a court of competent jurisdiction, then the unenforceable part shall be stricken and the remainder of the ordinance shall remain in full force and effect.
- 8. This ordinance shall take effect according to law.

Done and Ordered on this the _____ day of July, 2021.

Franklin County, Florida, a political subdivision of the State of Florida

By: _____
Ricky D. Jones, Its Chairman

Attest:

By: _____
Michele M. Maxwell, Clerk of Courts

Approved as to legal form and sufficiency:

By: _____
Thomas M. Shuler, County Attorney

DRAFT

