



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

JUNE 16, 2020

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.

Call to Order

- A. *To comply with CDC and Government social distancing requirements, the general public will not be allowed in the commission meeting room for this meeting; therefore, this Board of County Commission regular meeting will be conducted via livestream and conference call. Those wanting to view the meeting can use the livestream link (<https://www.youtube.com/user/SGIBeachLife>) or go to Forgotten Coast TV's YouTube Page. The livestream feed will promptly start 5 minutes before the meeting commences. Those wanting to participate during "Public Comments" on the agenda should use the conference call system by dialing 1-844-844-0014 and when prompted enter 540166#. Once the "Public Comments" agenda item is completed, the conference call will be disconnected.*

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.

Prayer and Pledge

Approval of Minutes

- B. Approval of BOCC Meeting Minutes:
1. Approval of May 19, 2020 BOCC Meeting Minutes
 2. Approval of June 2, 2020 BOCC Meeting Minutes

Payment of County Bills

- C. Bill List for Payment

Public Comments

This is an opportunity for the public to comment on agenda or non-agenda items. When you are recognized to be heard by the Chairman, please sign the speaker's log and adhere to the time limit. An individual will be allowed to speak for three minutes whereas a designated representative of a group or faction will be allowed to speak for five minutes.

Department Directors Report

Superintendent of Public Works – Howard Nabors

D. Road Department BOCC Report

Information Items:

1. Filled our inmate supervisor position, person hired is Jeremiah Ard.
2. Detail of Work Performed and Material Hauled Report

Solid Waste Director – Fonda Davis

E. Solid Waste Directors BOCC Report

Information Item:

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

Emergency Management Director – Pam Brownell

F. Emergency Management BOCC Report Items:

Action Items:

1. EMPA, EMPG & EMPG-S Agreements were approved and signed at the board meeting on June 2, 2020. FCEM received Agreement Revisions on all three.
 - a. Request the Boards Approval and Signing of the EMPG – Supplemental Agreement Revision.
 - b. Request the Boards Approval and Signing of the EMPG Agreement Revision.
 - c. Requests the Boards Approval and Signing of the EMPA Agreement Revision.
2. Request the Boards Approval and Signing of the Non-Congregate Sheltering (NCS) Plan.

Information Items

3. FCEM received an email from the State regarding the Cares Act. We have forwarded the email to Erin in Finance and have attached the information for the Board to review.
4. Franklin County EOC has been working with FDEM (Florida Division of Emergency Management), FEMA, and DOH (Department of Health) to update our existing Shelter Plans. These updates will address the COVID-19 issues and the unique sheltering requirements needed to protect individuals. The Non-Congregate Sheltering Checklist and Non-Congregate Shelter Request Letter are items needed for these updates. EOC Staff met with FDEM Recovery & NCS Staff on 06/11/20.
5. 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.
6. EOC Staff continue to participate in conference calls (Approximately 10 calls weekly) with the State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with missions for PPE, Local State of Emergency, and Sit-Reps.
7. EOC is in the process of re-advertising for the SPN Coordinator/Office Admin position.
8. FCEM Staff continues to work on FEMA reimbursement claims from Hurricane Michael. (Please see the Attached Report regarding Hurricane Michael Projects). This includes working with FEMA staff regarding mitigation of damaged parks, roads, etc. Mitigation takes some time but EOC Staff continue to work diligently with FEMA Staff on the most beneficial repairs for Franklin County. Attached is an update of FEMA projects. EOC Staff has begun the FEMA reimbursement claim process for COVID 19.

9. Franklin County EOC monitored Tropical Storm Cristobal updates, conference calls, and webinars. Messaging and updates were distributed through Alert Franklin, Facebook Post, Website Updates, etc.
10. EOC Staff participated in FEPA Certification Commission call on 06/05/20.
11. EOC Staff participated in the Hurricane Sheltering Management Demonstration Meeting on 06/12/20.
12. EOC will conduct the monthly IPAWS test on 06/23/20.
13. EOC Staff continues to work with Franklin's Promise and the local Food Pantries to assist with Logistics regarding supplemental shelf stable meals.
14. FCEM is working with Alligator Point Volunteer Fire Department to update their NIMS Compliance and issue badges to members. We will be updating NIMS Compliance for all departments throughout the county.

Extension Office Director – Erik Lovestrand

G. Extension Office Director BOCC Report

Informational Items

General Extension Activities:

1. During this period the Extension office assisted citizens on the topics of growing muscadine grapes, soil tests, injured wildlife, pine beetle damage, palm tree issues, mimosa wilt disease, Japanese magnolia issues, honey bees in structure, and more.
2. Extension Director participated in natural resources agent team meeting to plan for a monthly webinar series for the public to be conducted via Zoom and Facebook Live.

Sea Grant Extension:

3. Extension Director participated in interviews to hire the Project Coordinator for a Hurricane Michael Marine Debris Grant. The position will be supervised by the Bay County Extension Director and be housed at that facility.
4. The Extension office will be hosting the oyster harvester video that is required for harvesters annually before buying their licenses. Viewing opportunities will take place at the new office location (Mill Pond) on June 12, 19, 22-26, and 29-30. All UF guidelines for sanitation and safety related to COVID-19 will be in effect (no groups larger than 10 people, spaced more than 6-feet apart, sanitized surfaces, etc.).

4-H Youth Development:

5. Our local 4-H club has completed their local photography contest and has submitted entries for the statewide contest to be judged soon.

Family and Consumer Sciences:

6. Family Nutrition Program (FNP) classroom programs are being transitioned to a distance learning platforms to complete lessons for this school year.

Horticulture/Agricultures:

7. Master Gardener classes are still being conducted in an online format. Volunteers are now allowed to return to work at IFAS facilities in limited numbers with several precautions being taken (particularly with higher-risk individuals).

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

- H. CareerSource is requesting Board action for the following:

Action Items:

1. Letter of appointment for Superintendent of Franklin County Schools
2. MOU between CareerSource and the National Caucus on Black Aged, Senior Community Service Employment Program
3. MOU between CareerSource and Gulf Coast State College
4. MOU between CareerSource and Hanley Technical Center
5. MOU between CareerSource and Tri-County Community Council, Inc.
6. MOU between CareerSource and Florida Department of Education Division of Vocational Rehabilitation

Board of Adjustment – Amy Ham-Kelly – Report - 10 a.m. (ET)

- I.** Consideration of a request to construct a Rock Retention 46 feet into the Critical Habitat Zone and 10 feet into both side property lines. Property described as 4376 St. Teresa Avenue, St. Teresa, Franklin County, Florida. Request submitted by Rhumblin Consultants, agent for Edgar Moore, applicant.

STAFF REVIEW: Recommendation to Approve

BOARD ACTION: Approve, Table or Deny

- I.** Consideration of a request to construct a Rock Retention 46 feet into the Critical Habitat Zone and 10 feet into both side setbacks. Property described as 4374 St. Teresa Avenue, St. Teresa, Franklin County, Florida. Request submitted by Rhumblin Consultants agent for Russell Rainey, applicant.

STAFF REVIEW: Recommend to Approve

BOARD ACTION: Approve, Table or Deny

Planning and Zoning – Amy Ham-Kelly – Report - 10 a.m. (ET)

- K.** Consideration of a request to construct a Single Family Private Dock at 37 Carousel Terrace, Alligator Point, Franklin County, Florida. The applicant has all State and Federal Permits. The dock walkway will be 24'5" x 5' with a 25' x 12' terminal platform and a 25' x 12' boat slip with boat lift. Request submitted by Florida Environmental Land Service, agent for Chip Johnson, applicant. (House has been approved by variance on 3/17/2020)

Staff Recommendation: To Approve

Board Action: Approve, Table or Deny

- L.** Consideration of a request to construct a Single Family Private Dock located at 1617 Alligator Drive, Alligator Point, Franklin County, Florida. The applicant has all state and federal permits. The dock walkway will be 359' x 4' with a 10' x 16' terminal platform, (1) 12' x 20' un-covered boatlift and (1) 14' x 30' covered boatlift. Request submitted by Garlick Environmental Agency, agent for James Sweat, applicant. (House is under construction)

Staff Recommendation: To Approve

Board Action: Approve, Table or Deny

- M.** Consideration of a request for a Public Hearing for a Land Use change of a 6.08 acre parcel of land from Residential to Commercial and Re-Zoning from R-2 Single Family Mobile Home to C-3 Commercial Recreation on property lying in Section 22 Township 6 South, Range 4 West, 2514 Highway 67, Carrabelle, Franklin County, Florida. Request submitted by Justin Ford, agent for Jamey and Beverly Sapp, applicants.

Staff Recommendation: To Approve Public Hearing Request

Board Action: Approve, Table or Deny

- N.** Consideration of a request for a Public Hearing for a Land Use change of a 10 acre parcel of land from Residential to Commercial and Re-Zoning from R-2 Single Family Mobile Home to C-3 Commercial Recreation on property lying in Section 22 Township 6 South, Range 4 West, 2536 Highway 67, Carrabelle, Franklin County, Florida. Request submitted by Justin Ford, agent for Jamey and Beverly Sapp, applicants.

Staff Recommendation: To Approve Public Hearing Request

Board Action: Approve, Table or Deny

- O.** Consideration of a request for Commercial Site Plan Review to place 36 moveable storage units at 1013 Bluff Road, Apalachicola, Franklin County, Florida. This project will be done in 2 phases: Phase 1 will consist of 24 units indicated in blue and Phase 2 will consist of 12 units indicated in yellow. Request submitted by Jonathan Faircloth, applicant.

Staff Recommendation: To Approve

Board Action: Approve, Table or Deny

- P.** Consideration of a request to abandon "Shell Bay Subdivision" a 10 lot subdivision lying in Section 35, Township 7 South, Range 5 West, Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental Associates, agent for William Simmons, applicant.

Staff Recommendation: To Approve

Board Action: Approve, Table or Deny

- Q.** Consideration of a request for Sketch Plat approval of an 18 lot subdivision named "St. George Bay" formerly known as Shell Bay Subdivision lying in Section 35, Township 7 South, Range 5 West, Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental Associates, agent for William Simmons, applicant.

Staff Recommendation: To Approve

Board Action: Approve, Table or Deny

- R.** Consideration of a request to Re-Plat "Island Breeze" to "Island Breeze Phase II" a 4 lot subdivision lying in Section 28, Township 8 South, Range 6 West, Eastpoint, Franklin County, Florida. Request submitted by Thurman Roddenberry, agent for Charles and Angela Overstreet, applicants.

Staff Recommendation: To Approve

Board Action: Approve, Table or Deny

TDC Administrator – John Solomon – Report

- S.** TDC Administrator BOCC Report

Action Items:

1. TDC Board voted to recommend a 1% increase in the tourist development tax.

ACTION: The TDC Board recommends the Board to approve recommendation of increase of TDC Tax from 2% to 3%.

2. TDC Board voted to recommend amending 2k webgroups contract to reflect budgeted amount for fiscal year of 19-20 in Search Engine Optimization line item of the budget. As well pay outstanding bills of 2k webgroup for the Search Engine Optimization category. There was an oversight by the TDC Board during the 2019-20 budget process \$20,000 was moved from

internet advertising to the search engine optimization line item, both were in the Internet budget category. Not realizing that the SEO line item was limited by the contract. The SEO is one of the most important parts of keeping the TDC website visible and easily found during searches for vacation destinations

ACTION: The TDC board recommends the Board approve the amended 2K webgroups contract to reflect the budgeted amount for the 19-20 Search Engine Optimization line item of the budget. Also, pay the outstanding bill for the 2k webgroup's Search Engine Optimization category.

Information Items:

3. TDC Board approved the creation of a Golf Cart ordinance, rules and regulations trifold brochure for Franklin County.

4. TDC Board approved \$2,500 to Royce Rolstad photography for photos and videos to bolster our TDC photo and video libraries that the TDC uses for advertising.

5. TDC Board approved \$1,200 to place the new sign at the St. George Island Visitor Center.

6. Tax Collections for the month of February 2020 was \$95,017.02 a 43% increase over February 2019. The March 2020 collections were \$71,946.84 a 44% decrease from March of 2019. In the first 5 months of the 19-20 fiscal year the TDC Collections was 20% higher than the previous year during the same time period.

7. TDC Board approved the 2020-2021 Small, Large and Museum Grants applications as well as approved application process to begin on June 14th.

8. TDC Board approved the creation of consolidated beach access signs for all county beach access points.

Department of Health - Sarah Hinds (Administrator) - Update

Weems Memorial - David Walker (CEO) - Update

Emergency Medical Services - Richard Lewis (Director) Update

T. EMS Grant

Information Item

1. Franklin County Emergency Medical Services (EMS) was awarded a FL State Emergency Medical Service Matching Grant (75/25) to facilitate the standardization of cardiac equipment across Franklin County's three (3) ALS/BLS ambulances. The three (3) primary Franklin County ambulances will be equipped with an updated LUCAS device. A LUCAS device is an essential piece of equipment, providing quality chest compressions. Additionally, five (5) Lifepack AEDs were awarded to be placed across Franklin County's festival and sports sites. EMS will continue to train First Responders and Franklin County Residents in CPR and AED use.

Clerk of Courts - Marcia M. Johnson - Report

U. Clerk's Report to the Board 6-16-2020

Action Items

1. Attached is a Draft Credit Card Policy. Upon the audit that was recently conducted on the City of Apalachicola, it was noted that no formal credit card policy had been adopted by the City. Franklin County has not had the issues experienced by the City, but I feel it would be a good idea to go ahead and put a formal policy in place. Franklin County currently has (4) credit card accounts: County Coordinator whose card is utilized by all of the county

departments when needed; Emergency Management Director and Assistant Director for purchases relative to emergency operations and travel; and the Tourist Development Council for online ad charges relative to Google and Facebook. Each month, card statements are reconciled and all charges are documented. This policy will act to solidify the process that is already in place as it pertains to the county-issued credit cards. Action requested to adopt the credit card policy.

2. Attached is a Draft Travel and Expense Policy. As with the credit card issue, the City of Apalachicola's audit brought into discussion travel expenses. In the past 5 or 6 years, I proposed a similar travel policy that was not approved, and I feel it would be in your best interest to adopt such a formal policy once the county attorney has had a chance to review it. Action requested to have the County Attorney to review the draft policy for possible adoption at your next meeting.

RESTORE Coordinator – Alan Pierce – Report

V. Restore Coordinator BOCC Report

Action Item

1. Board action to ratify Chairman's signature on an FAA grant for \$30K to assist the county in maintaining the airport. These funds came from the federal CARES Act. The FAA had been looking for the grant so I asked the Chairman to sign it as soon as Mr. Shuler had reviewed it.

Information Item

2. Inform the Board that TRIUMPH staff has requested some changes to the FDOT project list I had submitted as match for the \$1M TRIUMPH grant to the airport. Mr. John Collins, AVCON, is assisting me. TRIUMPH staff believes it will be the August TRIUMPH meeting before the TRIUMPH Board approves the "term sheet" for our project.

3. Inform Board that former county commissioner Cheryl Sanders has inquired about the 17K acre state land acquisition recently approved by the Governor and cabinet. She had read where part of the acquisition is being funded by \$3M from the military. Her concern is that the military is purchasing "rights" to use the property in ways that would interfere with the traditional uses of the land. I called FDEP and they said the military provided funds to insure that the property would not be developed with lights or buildings that would interfere with flying over the property. The military has not been granted or promised any "landing zone" rights. The Board may not be aware but Eglin Air Force Base uses Franklin and Gulf counties coastline as a flyway for jets returning from maneuvers over the Gulf. High rise developments along most of the shoreline between Bay County and Escambia County prevent the military from having direct access to the Gulf, so on some maneuvers returning jets fly over the green space of Gulf and Franklin counties and then turn west along the I-10 corridor for the return flight to Eglin. Apparently Eglin is providing funds to protect their flyway back to Eglin.

County Coordinator – Michael Morón – Report

W. County Coordinator's BOCC Report:

Action Items

1. Local State of Emergency: Chairman Lockley has signed the COVID-19 Local State of Emergency (LSE) Declarations for the weeks starting June 8th & 15th.

Request: Board action to ratify the Chairman's signature on the COVID-19 LSE Declarations.

2. CARES Act Funding: At your last meeting the Board authorized the Chairman signature on a letter of support to Governor DeSantis asking him to consider funding the 55 counties and 410 municipalities that fell below the 500,000-population threshold stipulated by the CARES

Act. Last week staff was notified that the Governor did in fact fund those counties and municipalities, and based on our population (CENSUS!), Franklin County is slated to receive \$528,930 as part of our first allocation and there will be rules about an additional allocation at a later date. Florida Association of Counties and Small County Coalition is still gathering information but recommend creating a spending plan. This spending plan cannot consider using any of these funds to replace lost revenue, only needs that qualify as eligible under the Federal Act and the U. S Treasury Guidelines. Apalachicola and Carrabelle are required to seek reimbursement from the County for their spending plans. However, the County is ultimately responsible for the process, administration, and review of all expense requests and for ensuring that the funds are used appropriately. In other words, if the County approves and pays an ineligible expense, the State will take action to have the County repay those funds. All funds must be expended by December 31, 2020. The County should be receiving an agreement from the Florida Department of Emergency Management any day now. This agreement will require review by Mrs. Erin Griffith, Attorney Shuler, Mrs. Pam Brownell, and myself before Board consideration. Since the next regular meeting is scheduled for July 7, which is three weeks away, will the Board authorize the Chairman to sign this agreement after the appropriate review or wait until the next meeting to continue the discussion?

Request: Board discussion and direction

3. FDOT Contracts: Mr. Mark Curenton received the following three contracts from FDOT for Board approval:

a. A supplemental agreement to reduce the funds for the CR 67 sidewalk project based on the low bid that was received. This agreement reduces the construction funds from \$442,849 to \$299,050. This is still sufficient to cover the low bid by M of Tallahassee. Need Board approval of the supplemental agreement and the resolution authorizing the Chairman to sign the supplemental agreement.

b. An agreement to fund the widening and resurfacing of Highway 67 from Highway 98 to Crooked River Bridge. The cost is \$4,109,841, which will be paid for by the Small County Outreach Program (SCOP) grant. Need Board approval of the agreement and the resolution authorizing the Chairman to sign the agreement.

c. FDOT has provided an agreement to fund the widening and resurfacing of County Road 30A from the Gulf County line to 13-Mile Road. The cost is \$1,376,018, which will be paid for by the Small County Road Assistance Program (SCRAP) grant. Need Board approval of the agreement and the resolution authorizing the Chairman to sign the agreement.

Request: Board action to approve the three FDOT contracts.

4. Coronavirus Funding Application: The Clerk's Finance Office is requesting Board action to authorize the chairman to sign the 2020 Coronavirus Emergency Supplemental Funding Application and lobbying certification for the Franklin County Sheriff's Department. The Board of County Commission is the applicant, the Sheriff is the implementing agency. The amount of the request is for \$50,000 and was for Coronavirus related preparation and response efforts. The costs cannot be for anything that has been requested for reimbursement through FEMA during the emergency order. The Sheriff's Department is asking that the funds be spent on equipment for enhanced remote communications when officers are on patrol. The requested 24 Toughbook laptops and 10 mobile printers will be more durable and have a more reliable connection for deputies in the field.

A link to additional information in regards to this program can be found at:

<http://www.fdle.state.fl.us/Grants/Documents/Funding-Opportunities/FY2020-CESF.aspx>

Request: Board action to authorize the Chairman's signature on the 2020 Coronavirus Emergency Supplement.

5. Library Director: As authorized at the last meeting, I posted an "in-house" advertisement for the vacant Library Director position. I received one application/resume which was from

Mrs. Whitely Roundtree, the current Library Assistant Supervisor. I interviewed Mrs. Roundtree yesterday and recommend her for the Library Director position at a salary of \$36,000 per year. I have received letters of support for Mrs. Roundtree from the Friends of the Library, volunteers and co-workers.

Request: Board action to accept my recommendation and appoint Mrs. Whitely Roundtree as your Library Director at a salary of \$36,000 per year.

6. Apalachicola Communication Repeater: I have been informed by the City of Apalachicola that the communication repeater used by the Apalachicola Fire Department was damaged during Hurricane Michael and is now inoperable and requires repairs by service technician. This repeater is part of the volunteer fire department communication system. I received a quote (attached to agenda packet) for \$1062.33 from Williams Communication for the repairs to the repeater.

Request: Board action to authorize payment for the repairs to the fire communication repeater in Apalachicola.

7. Waiver of Bid Procedure for Paving: Previously, the Board authorized Commissioners to use paving funds to repave roads in their districts and Commissioners Lockley and Jones have submitted a list of roads for repaving. Since Roberts and Roberts is currently in the County paving the new access road at the airport, and it would save the County having to pay any mobilization cost, I asked them to submit a proposal to repave these roads. Based on their proposals, the total cost to repave the roads is \$207,360.00. Since this total is above the County's bid policy maximum amount, would the Board consider waiving the bid procedure which would save the County having to add mobilization cost to these proposals. Since local gas option tax funds are being used, there are no State or Federal requirements to bid these small projects.

Request: Board action to waive the County's bid policy and authorize Roberts and Roberts to repave the roads on the list for a maximum amount of \$207,360.00.

8. Health Transportation Plan: The Big Bend Community Based Care has sent the County's updated Designated Receiving System and Behavioral Health Transportation Plan. The first plan was signed in 2017 and expires this year. A copy of the proposed plan along with the attestation is included in the agenda packet. Attorney Shuler has not had the opportunity to review the updated plan.

Request: Board action to approve the new plan and authorize the Chairman's signature on the required attestation after the County Attorney's review.

9. Beach Access and Parking Workshop: At your last meeting there was an extensive discussion with the Sheriff regarding the possible closing of certain beach access points in Alligator Point, parking issues at County beach locations, and alternative funding (private, civic organizations, grants, and surtax) to assist the county with creating additional parking and better traffic control at all county beach locations. If all schedules allow, I recommend having the Workshop on Tuesday, July 7th at 1:30 pm. Since this is a Workshop and not a Public Hearing, there will be no additional testimony from the public, besides the Public Comment agenda section. Currently only Sheriff Smith, Attorney Shuler, and myself are scheduled to address the Board, so if there is anyone else you would like on the agenda to address the Board let me know. The Workshop will be live-streamed.

Request: Board action to authorize the Workshop on Tuesday, July 7th at 1:30 p.m. (ET).

10. Lanark Review Committee: The Lanark Review Committee reviews permit requests within the S-4 Lanark Village Zoning area as stated in the Ordinance. Currently there is a

vacant seat on this two-member committee. Ms. Pat Funderburk has expressed interest in serving on the committee. Mr. Tony Johnson is the other committee member.

Request: Board action to appoint Ms. Funderburk to the Lanark Review Committee.

Information Items

11. Broadband Initiative: Inform the Board that I took part in a call with Representative Lorraine Ausley on a broadband initiative. The group discussed how the lack of available and affordable broadband affected their communities, especially rural counties. Economic development and opportunities, working and learning from home especially during COVID-19 were some of the major reasons reviewed during the call. I explained that the lack of available and affordable broadband is attributing to Franklin County's low census count. This was a subject that wasn't considered or discussed prior to the call.

The goal of the meeting was to convince Governor DeSantis to sign into law the Broadband Bill, sponsored by Representatives Drake and Ausley, which would move oversight from DMS to DEO. It also included a funding allotment to further the development of broadband infrastructure within a multi-use corridor. On Tuesday June 9th, Governor DeSantis signed the bill. This is considered a benefit for internet underserved rural areas.

12. Ethics Class: I will reach out to Attorney Daniel Cox about prospective dates for your required ethics classes. Hopefully we will be able to confirm a date at the next meeting.

County Attorney - Michael Shuler - Report

Commissioners' Comments

Adjournment

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
MAY 19, 2020
9:00 AM
MINUTES**

Commissioners Present: Noah Lockley – Chairman, Ricky Jones-Vice-Chairman, Joseph Parrish, William Massey, Bert B. Boldt, II

Others Present: Marcia M. Johnson-Clerk of Court, Erin Griffith-Assistant Finance Director, Michael Moron-County Coordinator, Michael Shuler – County Attorney, Lori P. Hines-Deputy Clerk to the Board.

Call to Order

Chairman Lockley called the meeting to Order.

1. *To comply with CDC and Government social distancing requirements, the general public will not be allowed in the commission meeting room for this meeting; therefore, this Board of County Commission regular meeting will be conducted via livestream and conference call. Those wanting to view the meeting can view via livestream (<https://www.youtube.com/user/SGIBeachLife>) or go to Forgotten Coast TV's YouTube page. The livestream feed will promptly start 5 minutes before the meeting commences. Those wanting to participate during "Public Comments" on the agenda should use the conference call system by dialing 1-844-844-0014 and when prompted enter 540166#. 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 are made.*

Prayer and Pledge

There was a prayer followed by the Pledge of Allegiance.

Approval of Minutes

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the minutes from the meeting held on April 9, 2020.

Payment of County Bills

2. May 5, 2020 Bill List
3. May 19, 2020 Bill List

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve payment of the County's bills.

Commissioner Massey stated in relation to the virus, our people fought for our freedom and he thinks they are trying to take our freedom. He listed other viruses that have occurred and during those times the country was never shut down. Commissioner Massey stated if the Governor does not want to open Franklin County then he will make a motion to open Franklin County up. **Commissioner Massey made a motion to open up Franklin County.** Mr. Moron questioned if he means vacation rentals. Commissioner Massey answered vacation rentals and getting everything going. Mr. Moron pointed out the county did not close the vacation rentals. He said the state closed vacation rentals under the Department of Business and Professional Regulation (DBPR). He explained on Friday the Governor's conference explained he will open a window of opportunity and the county can submit a plan for how they recommend re-opening and how the vacation rentals will operate. Mr. Moron explained the Governor was clear the plan must state they will not rent to international visitors or visitors from hot spots or the plan will not be approved. He reported the county's plan includes this language. Mr. Moron explained Gulf County, Bay County and other counties to the west are submitting basically the same plans. He stated they want the Governor to realize this is a regional effort and they will address any issues. Mr. Moron reported the county's plan was submitted on Friday. He reported Mr. Halsey Beshears, DBPR, went over all the plans, gave his stamp of approval and they are in the Governor's office awaiting approval. He stated last night the county received an email with a link to DBPR showing each county and their status on opening and hopefully they will populate the website this morning. He explained the Tourist Development Council (TDC) has a conference call today and Mr. Beshears will explain how they would like to see the county open. He stated they will explain what the state is looking for and under what conditions the county can open. Mr. Moron said he asked Mr. John Solomon, TDC Administrator, to call when the conference call is over and let the Board know what he has learned. He reminded everyone opening of the short term rentals is not a County Commission decision but a state decision. Mr. Moron explained the county has done everything the state has asked them to do and now they are waiting on a decision. Chairman Lockley stated when an executive order comes out from the Governor then the Board of County Commissioners loses power and have no control over the situation. He reported people should send letters to the Governor about this matter because the Board has done all they can. Commissioner Boldt said he empathizes with Commissioner Massey and feels the same way but the standard of practice protects the county as they are following superior guidelines from higher up. He explained in the past with the other viruses the science was different so they need to wait and continue to watch the state guidelines. Chairman Lockley said there is not a cure but they have set up testing and tracing. Mr. Moron said there are a lot of calls coming in about this matter. Commissioner Massey stated he does not understand because people are shopping in other counties and people are mingling. He said people are also hurting in the county and out of work. He reported some people who have a lot of money don't care if the county opens. Commissioner Boldt reported the county also does not have a virus case that originated in the county as both of the cases were imported. He said it appears the county is doing very well. **Commissioner Massey withdrew the motion.**

Public Comments

B.

Mr. Moron reported they have switched to a new call in system for the meetings which is cheaper but not free. He explained only people that want to speak under public comments should use the call in number. He stated today is the first time the meeting is being live streamed through Forgotten Coast TV. Mr. Moron explained the instructions for indicating you would like to speak. He stated after public comments he will let the phone conference go for a while and then disconnect it if there are no issues with livestreaming so everyone will need to switch over to the livestream at that time. Mr. Moron said there are only 3 people that want to speak at this time. Chairman Lockley stated they will have 3 minutes to speak but if there are over 10 speakers the time will be reduced.

Mr. George Bird, a property owner at St. George Island, said he has been preparing his property for construction since March, 2019. He stated he resides in a rural area of upstate New York not New York City. He explained in April, 2020 after consulting with Florida state officials he traveled to his property to prepare it for construction. He reported he registered his arrival at a checkpoint off I-95 at the state line and completed a questionnaire concerning his stay. Mr. Bird stated he was authorized to continue his trip to the property. He said approximately 24 hours after arriving at his property he was escorted from the property by the Franklin County Sheriff's Department. He explained he was given the choice of jail or a stay at the Franklin Inn in Carrabelle overnight. Mr. Bird said after one night at the Franklin Inn he returned to New York instead of quarantining for 14 days. He reported in addition to the inconvenience he was charged over \$990 for a one night stay at the Franklin Inn which is price gouging. Mr. Bird stated he cannot work on or visit his property but still has to pay taxes. He asked the Board to either accept decisions of the state officials at the border or consider reducing property taxes for the out of state residents that cannot utilize their property. Mr. Bird commended the members of the Franklin County Sheriff's Department for their professionalism while handling this situation. He pointed out New York is a large state and only a small portion is New York City and the surrounding boroughs which have the majority of the COVID-19 cases. He explained Governor Ron Desantis distinguishes between New York City and upstate New York and he requested the Board amend the stricter quarantine regulations for those boroughs and not the entire state. He said he follows the Board meetings and the Board does a good job.

Mr. Craig Rodrigue, a property owner at St. George Island, stated they have done what they asked and stayed away from their property and cannot rent their property. He reported they should discuss property tax reductions because the property cannot be rented and is not valuable like it was before.

Ms. Brenda Karlin, a resident of St. George Island, inquired if it is possible to get a report on the county's website that provides the amount of revenue that is being lost due to the virus. She asked if there are any recommendations to look at the county resources and either lay off people or adjust current expenses. Ms. Karlin said she appreciates that the beaches are open.

Department Directors Report

Superintendent of Public Works – Howard Nabors

4. Detail of work performed and material hauled by District

Mr. Nabors reported everyone at the Road Department is staying safe, social distancing and using hand sanitizer. He said there are no inmates to assist the department so they are keeping everything up. Commissioner Boldt stated they put some money in the Road Department budget for Alligator Point Road. Mr. Nabors reported they had high winds and waves yesterday but the road at Alligator Point is okay.

Commissioner Boldt said one of the flashing caution lights to reduce speed near Island View Park is out. He requested Mr. Nabors contact the state to have this checked. Mr. Nabors agreed to contact the state.

Mr. Nabors stated he met with the state about the trees on the right-of-way but the trees are on private property. He said he tried to get the trees removed but has not been successful. Commissioner Boldt asked if the trees are in Lanark Village. Mr. Nabors replied no, they are in Eastpoint.

Commissioner Jones asked Mr. Moron to address an item on his report while Mr. Nabors is present. Mr. Moron read the following item from his report:

28. Roberts & Roberts Proposal for District 1 Roads: At your February 4th regular meeting the Board authorized Commissioner Jones to contact Roberts & Roberts about paving Plum and Creamer Streets in Eastpoint and Bayshore Drive on St. George Island. This project would be a change order to the airport project Roberts and Roberts is currently working on. The total cost of this change order would be \$135,490.00 and paid from District 1's paving funds. Request: Board action to authorize the Change Order for the paving of Plum and Creamer Streets and Bayshore Drive from District 1's paving funds.

Commissioner Jones made a motion to authorize the change order in the amount of \$135,490.00 for the paving of Plum Street and Creamer Street in Eastpoint and Bayshore Drive on St. George Island from the District 1 paving funds. Chairman Lockley said he would like to add 2 streets in his district that are a public health problem. Mr. Moron explained they will follow the same process and have Roberts & Roberts review the area and see what needs to be done. He reported Roberts & Roberts will send a proposal and they will turn that into the change order. **Commissioner Parrish seconded the motion.** Commissioner Jones clarified these are only sections of the roads and not the entire roads. Commissioner Boldt requested the balance of paving funds in their individual districts. Mrs. Griffith agreed to provide the balances to each Commissioner. **Motion carried; 5-0.**

Mr. Pierce reported he received a complaint about people using the KOA property (county owned property) at Alligator Point as a go cart track. He stated the county purchased this property with state funds and part of the obligation is to maintain the natural vegetation so they have to limit how people are getting on the property. He requested they place barriers and block the accesses. Mr. Nabors stated the people going on the property are moving the

barriers and making other accesses. Mr. Pierce reported they are also having problems at the end of Harry Morrison Road. Chairman Lockley and Mr. Pierce discussed putting signs in the area. Mr. Nabors explained if they put signs there the signs will disappear.

RFP/RFQ/BID OPENING

15. Road Department Building: Project is located at 376 State Road 65 North, Eastpoint, Florida and consists of an approximately 2280sq. ft. conditioned space building. Contractor shall be responsible for completion of new building to plans and permits: construction of new monolithic concrete slab, wood frame walls, painted gypsum walls and ceilings, doors and windows, flooring, provide new plumbing, HVAC and electrical. Exterior work includes new Hardi siding, fascia and soffits, roofing, exterior site lighting, and railing at front entry.

Mr. Pierce stated there are 4 bids but they are asking the Board not to award the contract yet as they need to review the bids and also look at the revenue stream for the Road Department to see if there is revenue to construct the building at this time. He explained the Road Department's budget is based on the state revenue sharing of gas tax and for 2-3 months there was no travel on state roads. He said they will open bids and then the Finance Department can give a recommendation at the next meeting. Chairman Lockley asked how long the bids are good for. Mr. Pierce stated they are usually good for 90 days. Mr. Pierce opened and read the bids, as follows:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Duncan Home Construction, Inc.	Apalachicola, FL	\$416,239.13
OliverSperry Renovation	Tallahassee, FL	\$393,508.00
Storm Construction, Inc.	Carrabelle, FL	\$321,465.00
Certus Builders	Bristol, FL	\$364,168.00

All of the bidders had a bid bond. Mr. Pierce explained OliverSperry Renovation submitted a bid and then submitted an amended bid before the bid deadline so only the amended bid will be opened. Mrs. Griffith suggested Mr. Steve Patterson, County Building Official, be included on the review committee. Mr. Pierce said the review committee for the bids will be Mrs. Griffith, Mr. Nabors, and Mr. Patterson. **Commissioner Parrish made a motion to turn the bids over to the committee for review and a recommendation. Commissioner Boldt seconded the motion.** Chairman Lockley stated these are hard times and he would like to keep this local if possible. **Motion carried; 5-0.**

Mr. Moron asked the Board to allow the Sheriff to respond to the caller that discussed being escorted away from his property so they will have the whole story. Sheriff A.J. Smith said he saw an email earlier in the week from the gentleman from New York. He reported when the information was provided at the checkpoints it was never given to them. Sheriff Smith stated they received a complaint so deputies went to the property and apparently this gentleman was living in his car. He said the gentlemen was originally going to quarantine for 2 weeks but then only stayed 1 day and he believes that is why he was charged almost a \$1,000.

Mr. Moron addressed the request that the county provide revenue status on the website and said at the last meeting they talked about budget but it is a work in progress. Commissioner Jones said they also had a conversation about a doing a hiring freeze. Chairman Lockley stated everything they do is a public record. Mrs. Griffith explained their revenue estimates and sales tax proceeds have a delay of 2 months so they have not received any of the sales tax proceeds yet for March. She said at this point they are not sure how bad it will be but March may be okay because they got almost halfway through the month before the closures started. Mrs. Griffith stated they do not know the effects of April or May either. Chairman Lockley reported when they get this information it will be public record. Commissioner Boldt asked if they can give the report with a year to date comparison. Mrs. Griffith agreed to provide that information. Mrs. Griffith clarified the county is not 2 months behind but there is a 2 month delay in the distribution coming from the state. Commissioner Boldt stated the Clerk has already alerted them to the problem with her budget and other constitutional officers may have alerts as well so they want to be careful.

Solid Waste Director – Fonda Davis

Mr. Davis read the following action item:

FOR BOARD INFORMATION:

Update for the BOCC: the rehabilitation of the incinerator at the landfill is nearing completion. All metal panels have been repaired and redone along with tubing and external air ducts. With this portion of the project nearing completion, the fire bricks and refractory cement that act as the interior fire shield of the unit will also need to be replaced. McPherson Systems out of Tifton Georgia is a regional sole-source supplier for the specific brand of fire brick, refractory cement and installation that is needed for the incinerator. The estimated cost to fire proof the eighteen panels within the incinerator will be approximately \$850/panel or about \$15,300. The tipping fee fund is paying for the repairs to the incinerator and this will extend the useful life of this infrastructure component by approximately twenty years. The engine may still require replacement at some point in the future but for now the necessary repairs are being made.

5. ACTION REQUESTED: Board Approval

Motion to waive the bid policy for a sole-source supplier, McPherson Systems, and to proceed with the necessary replacement of the refractory panels in the incinerator to be paid from the Tipping Fee Fund.

On motion by Commissioner Massey, seconded by Commissioner Parrish, and by unanimous vote of the Board present, it was agreed to waive the bid policy for a sole-source supplier, McPherson Systems, and proceed with the necessary replacement of the refractory panels in the incinerator to be paid from the Tipping Fee Fund.

Mr. Davis reported he is receiving a lot of calls and concerns about the condition of the dune walkovers at Alligator Point. He explained the dune walkovers were damaged in previous storms and then Hurricane Michael did additional damage. He reported the dune walkovers are very unsafe. Mr. Davis stated it will take a lot of money to replace the dune walkovers and they are beyond repair. He requested permission to remove the dune walkovers at Alligator

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Point. Commissioner Boldt reported he has heard comments from constituents and has been out to look at the dune walkovers and they are unsafe. He said they do not serve a purpose now except for being a hazard. Commissioner Boldt asked if there are any other consequences of taking the dune walkovers away. He questioned what the state will say about these being removed and the dunes being trampled over which may already be occurring. Mr. Pierce said when these dune walkovers are removed people will walk over the sand unless the Board takes separate action to close the beach accesses. **Commissioner Massey made a motion to take the dune walkovers up at Alligator Point until they can afford to rebuild them. Commissioner Boldt seconded the motion.** Commissioner Boldt inquired if they can have some directional signs about using the designated walkway instead of walking on the sand dunes and sea oats. Mr. Davis agreed they can get some signs. Mr. Pierce reported they can do laminated plastic signs. Chairman Lockley agreed they need signs so people know where private property is and where public property is. Commissioner Boldt inquired about garbage collection in these areas. Mr. Davis stated they collect garbage before the weekend and after the weekend in these areas. Attorney Shuler said based on Commissioner Boldt's comment they need to amend the motion to include adding directional signs for the public beach access. **Commissioner Massey amended his motion to include adding directional signs to the public beach accesses. Commissioner Boldt amended his second. Motion carried; 5-0.** Chairman Lockley stated they have a problem with the beach and TDC going together because the Road Department and the Solid Waste Department cannot stay on the beach all the time. He reported TDC is putting up signs everywhere to come to Franklin County's beautiful beaches but they are not paying to put a person there to clean all day. Chairman Lockley stated the Sheriff cannot put deputies there all day. He reported if they want all these things they have to accommodate them and if they are not making enough money to accommodate them then they need to go back and look at it. Chairman Lockley explained there is garbage all over the county and the employees cannot stay in one location all day because they have other jobs to do. Chairman Lockley said they need to meet about this but right now is not a good time since they are in this pandemic. Mr. Pierce reported this has been a dilemma all along but this situation made it worse because last weekend the county was overwhelmed with day trippers. He stated over time hopefully this will even out. Mr. Pierce explained most beach accesses have garbage cans and that was the schedule Mr. Davis referenced for collection. He stated TDC will have limited revenues this year and they already provide some revenue. Commissioner Jones reported they provided \$75,000 but it was increased to \$98,000 last year. Mr. Pierce said the county markets itself as a tourist destination and so does the state because that is how they receive their revenue through tax dollars and sales tax. He explained if they ever build a beach on Alligator Point and want to maximize the funds they receive from the state for the beach they are obligated to build a 100 car parking lot and public restrooms. Chairman Lockley said they need this because people are here and they must accommodate them. Mr. Pierce stated at St. George Island one of the RESTORE plans they are looking at is stormwater and includes a parking plan. He explained previously at Alligator Point they had a plan to convert some county owned property to a park, parking lot and public restrooms but the residents rejected the idea because they did not want tourists down there. Chairman Lockley said that is not happening anymore because TDC is advertising for tourists and they are coming here. He stated they need to get a park over there before someone gets hurt. Mr. Davis reported he received a lot of calls over the weekend

about parking on the right-of-way. He questioned if they should add no parking signs on the right-of-way. Chairman Lockley said they must meet on this issue because people need a place to park. Commissioner Parrish asked where people park at the dune walkovers at St. George Island. Mr. Davis responded on the right-of-way. Commissioner Parrish said everyone needs to be treated the same so if they do something about people parking on the right-of-way at Alligator Point then they must also do something about people parking on the right-of-way at St. George Island. He stated people have been parking on the right-of-way for years. Commissioner Massey explained they want tax money every year to fix the road at Alligator Point but they do not want any tourists there. Commissioner Boldt stated the industry has changed from oysters to tourists and they need a methodical approach on how they deal with these different subjects. He explained one of his constituents posted a white paper which the Board received this morning about the issues at Alligator Point but they cannot solve all of the issues today. Commissioner Boldt reported he visited Alligator Point on Saturday and saw several of the issues. He stated the public needs to know that they have a future vision of a park with a parking lot and bathrooms on the old KOA property and in the meantime they can take care of issues that they have right now. Commissioner Boldt said they can organize the issues and start to address them. Chairman Lockley said he does not want to just spend money on Alligator Point but spread the money over the whole county. He reported they need parking in every section and the cities need to address it in the cities. He said people bring in trash and mandatory trash collection all over the county would help. Chairman Lockley reported it will take one person all day just to collect the trash and another person all day just to clean the restrooms. He stated the restrooms must be cleaned more often with the COVID-19 situation. Commissioner Massey reported Mr. Davis is doing all he can but they can work on these items a little at a time. He said St. George Island invites people and wants them to come there and Alligator Point is pushing them away but that is not going to happen since it is an open beach. Mr. Pierce stated the problem is the state built Bald Point State Park with a lot of parking but it is underutilized because the water is muddy and has a lot of stingrays. **Motion carried; 5-0.**

Emergency Management Director – Pam Brownell

Mrs. Brownell appeared before the board but had no action items. The following items are information items submitted by Mrs. Brownell.

6. EOC Staff are working diligently with DOH (Department of Health) Staff regarding the COVID-19 virus. This includes hosting a meeting with representatives from DOH, Sheriff's Department & Weems, Conference Calls, pushing out messaging from DOH on Facebook and our EOC Website.

7. EOC has been making cloth mask. At this time we have approximately 200 mask made. We will be giving these out to the public to assist with COVID 19 protection.

8. EOC Staff continue to participate in conference calls with the State DEM, Region 2, etc. regarding COVID 19. We also continue to update WebEOC with missions for PPE, Local State of Emergency, and SitReps.

9. EOC has advertised for the SPN Coordinator/Office Admin position. We have begun interviews and will report back to the commission.

10. FCEM Staff continues to work on FEMA reimbursement claims from Hurricane Michael. This includes working with FEMA staff regarding mitigation of damaged parks, roads, etc. Mitigation takes some time but EOC Staff continue to work diligently with FEMA Staff on the most beneficial repairs for Franklin County. Attached is an update of FEMA projects. EOC Staff will begin the FEMA reimbursement claim process for COVID 19 soon.

Mr. Pierce addressed the following item on his report:

19. In order to clarify the Board record, the Board needs to ratify the Chairman's signature on a grant application written by Pam Brownell's office for the purchase of back-up generators for various county owned buildings. The grant is the FEMA HMGP grant I had mentioned to the Board, but apparently there was never a motion by the Board to sign the grant. Ms. Brownell has the details on the grant. At this time the HMGP grant match requirement will be met by using funds from the CDBG-DR program that Franklin County is also eligible for. I defer to Ms. Brownell on the time she expects, but in the past HMGP grants have taken an inordinate amount of time to be approved, sometimes even several years.

Mr. Pierce said there are 6 or 7 sites totaling \$300,000 worth of generators. He reported the grant has been sent in to cover as many opportunities as possible. He explained they are duplicating as Mrs. Brownell submitted a grant and they are also receiving funding from Triumph for a backup generator at the airport. Mr. Pierce reported if they get CDBG money they will not use it for the airport as they have Triumph funds. He went on to say they also may not need CDBG funds for a generator at the hospital as they may receive it from another funding source. Mr. Pierce reported it could take years but they still need to apply for the funds. He stated the City of Apalachicola has also made application but the county is not responsible for their application or matching funds. He said there are funds available for the county and the cities so they are not competing against each other. **On motion by Commissioner Parrish, seconded by Commissioner Boldt, and by unanimous vote of the Board present, it was agreed to ratify the Chairman's signature on the HMPG application.** Commissioner Boldt asked if they can divert the funds if both applications are approved. Mr. Pierce stated they are not allowed to divert the funds. He explained they take the grant with the best matching requirement. Commissioner Boldt questioned if this will negatively impact them on the next grant application. Mr. Pierce answered no, it never has in the past.

Mr. Moron read the following item from his report:

22. County-wide Fire Burn Ban Declaration: On Monday, May 11th the Division of Forestry notified Mrs. Pam Brownell (Emergency Management Director) that due to the dry conditions the State suspended the issuance of any burn permits. Based on that notice, the several wood fires that popped up in the county, and fires in surrounding counties, Mrs. Brownell recommended, and I supported, a county-wide temporary burn ban declaration. Before the Board ratifies this action, are there any changes to the temporary burn ban declaration you would like to discuss?

Request: Board action to ratify the issuing of the county-wide Fire Burn Ban.

Mr. Moron asked when this ban sunsets. Mrs. Brownell reported she will ask the Board to lift the burn ban when the county gets some substantial rain. Chairman Lockley mentioned this is Memorial Weekend. Mrs. Brownell stated it does not affect grills as long as any coals are extinguished before they are dumped. **On motion by Commissioner Boldt, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to ratify the issuing of the county-wide burn ban.**

The meeting recessed at 10:10 a.m.

The meeting reconvened at 10:20 a.m.

Extension Office Director – Erik Lovstrand

Mr. Moron reported Mr. Lovstrand is watching the livestream of the meeting with 115 other people. He stated they are close to maxing out. Mr. Moron said the Board can contact Mr. Lovstrand if they have any questions about his report.

11. General Extension Activities:

- UF/IFAS Extension worked diligently to continue Extension services for clientele at the local level during this period when face-to-face interaction has been curtailed. Modes of assistance were transitioned to utilizing distance-communication/learning platforms. The Public was still able to contact us via phone or email for typical assistance for soil tests, general lawn and garden questions, wildlife, or pest issues. Group gatherings for programming were supplanted with webinars and social media platforms to accomplish educational goals.
- Extension Director implemented the use of task logs for staff (submitted bi-weekly) during the COVID-19 crisis so that Administration could be informed regarding the status of Extension operations. Weekly Zoom meetings took place with staff, in addition to the regular email and phone contacts, to assist with their needs and provide guidance for continuing Extension programming and services for citizens. Extension Director was directed and approved by UF/IFAS to work from an alternate work location (AWL: home office) for a period but is now operating from the Extension office where the public may call for scheduled appointments if service cannot be accomplished by other means. The FNP Program Assistant (Kayle Mears) followed UF/FNP Grant policy by also working from her home office. FNP is in the process of transitioning their lessons for this school year to an online platform that fits with the local school's plans. The Extension Office Manager (Michelle Huber) continued to work from the office with no public access to the facility lobby during the shutdown. This was the most efficient way to conduct her work and manage our business and clientele services as usual. She was safely isolated from others per recommended best practices. The Extension Director participated in 3-weekly Zoom conferences with the District Extension Director and all other NW District CEDs. Our District IT staff was able to assist us remotely regarding computing issues via the use of software that allows him to have control of our machine without being there in person.
- During this period the Extension office assisted clientele with issues related to using the right plants in the right places in relation to soil pH, issues with caterpillars on houses, interpretation of soils test results, dying oak trees in Lanark area, injured and orphaned wildlife, invasive pest plant ID, general lawn and garden issues, plant/insect identification, and more.

- Staff completed the required, annual Affirmative Action report for IFAS compliance with AA policies and submitted it on time to the District Extension office.

Sea Grant Extension:

- Extension Director participated in several trainings and webinars related to the impacts of the shutdown on seafood and aquaculture related businesses and various assistance programs that were being rolled out from the federal level. Clientele were provided with links to surveys that were gathering data to better inform decision-makers on how to best meet industry needs.
- A new grant was approved for cleanup of marine/coastal debris related to Hurricane Michael. The Extension Director collaborated with the Bay and Gulf County Extension Directors to include Franklin County in the project. Several specific targets along our coastline will be included for removal.
- A planned in-service training workshop for UFAS natural resource faculty, on the topic of off-bottom oyster aquaculture, was postponed until it could be conducted in person.
- The Extension Director completed a portion of the final grant report for a small grant done in collaboration with other Sea Grant faculty. The project assessed damage to oyster growing leases from Hurricane Michael and worked with growers to understand what practices and gear types worked best during this type of event. The aim is to minimize damage in the future. Coordination was also provided to assist growers with retrieving displaced gear from the St. Marks National Wildlife Refuge in Wakulla County.
- Sea Grant Faculty are participated in weekly Zoom meetings to stay in touch and continue collaborative efforts with marine and coastal Extension activities during the shutdown.
- Extension Director participated IFAS Natural Resources Program team conferences to keep NR programming moving forward.
- Extension Director coordinated a group conference call (in lieu of an in-person meeting) with all of the applicants for leased parcels in the new 4-Mile Aquaculture Use Zone in Apalachicola Bay. The purpose was to have the group agree to hire a single surveyor to layout and install the parcel markers and large corner posts according to FDACS requirements. This is a much more efficient and cost-effective method of accomplishing the required surveys than having individuals hire multiple surveyors. Consensus was reached and Thurman Roddenberry and Associates is conducting the survey work at this time.
- Extension Director collaborating with other Sea Grant faculty to host an in-service training on seafood safety during June.
- Extension Director served as a reviewer on 2 new EDIS (electronic) documents regarding oyster-related topics that will be published by UF in the near future.
- Extension Director currently serving an "interim" role as the Wakulla County CED to provide assistance during the transition with a retiring CED and new CED coming in June. Minimal time involvement is required as the Wakulla office personnel are handling all office operations as usual.

4-H Youth Development:

- All 4-H club gatherings are suspended at this time by the University of Florida.
- Summer 4-H residential camp was also cancelled for this year. Full refunds will be provided to all who paid registrations.
- One Local 4-H club is conducting their photo contest by submitting photos to be judged soon, meeting all requirements to participate in the state contest later this year. All judging/awards will be handled virtually with no group meetings.
- Plans for this year's Ag Adventures program are underway in the event that we are able to take schoolchildren out to the UF Research Farm in October.
- The scheduled 4-H District III Council meeting was conducted on April 9 via Zoom conferencing and election of officers took place for the coming year.
- The 4-H Tropicana Public Speaking Contest was completed for our County back in February

and the District competition was conducted virtually. Youth uploaded a video of their speeches to a Flipgrid webpage. They were able to see each other's speeches. Judging took place using a UF survey form and awards were issued accordingly. Franklin County had two youth (Bailey Allen and Alexis Webb) who participated with their speeches that won them County-Winner honors. We did not have a District winner this year but both youth did an outstanding job.

Family and Consumer Sciences:

- Family Nutrition Program (FNP) classroom programs will be transitioned to a distance learning platform to complete lessons for this school year. FNP Program Assistant is working with schools to make this happen.

Horticulture/Agricultures:

- All Master Gardener classes were briefly suspended by UF during the shutdown when people needed to be social distancing. This transitioned into an online format so classes could resume. Volunteers are now allowed to return to work at IFAS facilities in limited numbers with several precautions being taken (particularly with higher-risk individuals).
- Many people have been making good use of more time at home to start a spring garden so the number of calls for assistance has been increasing accordingly.

County Libraries - Whitney Roundtree

Ms. Roundtree reported the Franklin County Public Libraries closed to the public on March 18th but curbside service has been a success. She presented her report, as follows:

12. Community Awareness / Resources:

- The Franklin County Public Libraries closed to the public March 18th, but the staff has been working diligently to continue provide services to the community through new and creative means. Curbside service has been a success, with 187 visits to the libraries in April. There has also been a spike in digital checkouts; reports show 325 digital checkouts in the last 30 days.
- The libraries are now offering virtual programming via Facebook. Patrons can follow along with the videos at home and interact by posting pictures and comments on our Facebook page. Our first "Virtual Story Time" video has already reached 103 views.
- The staff has also been working on collection and maintenance projects. In addition to increased sanitation, the staff has weeded our physical collection, removing old, tattered books to make room for new releases. We have developed a more specialized collection, creating new areas for biographies, graphic novels, and materials specific to our local area. Our hope is that these improvements will make the catalogue collection easier to navigate for our patrons.
- The carpets were cleaned at both branches April 3rd, funded by the Friends of the Library.
- The Franklin County Public Libraries will reopen to public Monday, May 18th, 2020, at 25% capacity. The primary consideration in this plan is maintaining the safety of library patrons and staff while finding ways to provide necessary services that the library is uniquely positioned to perform.
- Entrance and Exit into the Building: Staff could resume desk functions with members of the public at a 25% capacity on an appointment entry basis using appropriate distancing procedures, with the number of people in the building being limited through monitoring procedures during open hours.
- Materials Handling: All items returned should be place in book drops. Only books, audio books, Playaways, Launchpads, and DVDs are available for checkout. No items shared via intra or inter-library loan. Return periods should be extended. Four day quarantine of all items required.
- Checkouts: Normal checkout procedures could not be managed under this restriction, though in conjunction with curbside hold pickup, some checkouts of physical items could be

managed with scheduled entry times for family groups numbering four or less.

- Programs and Meetings: Only virtual programs would be allowed. No meeting rooms are opened.
- Internet Access: Only 25% of the Library's public access computers will be open for access. An appointment to enter the building will be required to access the computers. Computer time will be limited to thirty minutes per patron and time on the computer should be used responsibly. Access to seating and power for laptops will be provided with the same stipulations for access to WiFi.
- Technology Help: Technology help would not be provided except in cases where social distancing can be maintained.
- Materials Processing and Ordering: Ordering should remain focused on digital materials. As the Stay at Home Order is lifted, it will be time to consider commencing to order more bestsellers and other high circulation new items in preparation for further lifting of gathering or social distancing recommendations. Processing can occur if it can be done safely while maintaining social distance in work spaces.

Ms. Roundtree offered to answer any questions. Commissioner Boldt thanked Ms. Roundtree for representing the county at the Wilderness Coast Public Libraries (WILD) Consortium teleconference last week.

Department of Health - Sarah Hinds (Administrator) - COVID-19 Update

Ms. Hinds reported the number of COVID-19 cases in Florida is 46,442 with almost 2,000 deaths. She stated there are 2 cases for Franklin County and both of those individuals have recovered. She said Gulf County and Franklin County still remain the lowest case counties in the state. Ms. Hinds thanked all the health care workers for testing and educating the residents. She said they believe the pro-active approach the Board took to educate the public by working with all the stakeholders involved and to adopt the Resolutions with enforcement strategies all combined with being a rural community made them better situated in the pandemic. Ms. Hinds stated they are appreciative of the decisions made by the state, county and cities to slow the spread of the virus and keep them at a realistic medical capacity. She explained they are looking at the data as part of Phase 1 outlined by Executive Order #20-123. Ms. Hinds reported this is hopeful because it means they are continuing to test for COVID-19 and meeting benchmarks. She explained the percentage of the tests being positive is remaining at a threshold low enough to continue to move in this direction. Ms. Hinds stated on a local level they are trying to do everything possible to support communities reopening. She explained they are trying to insure they do not have active infectious people spreading the virus so they are continuing to test in the county. She stated once they were given approval to test beyond that criteria they started the mass testing sites know as PODs (points of distribution). Ms. Hinds said 102 people were tested at the Carrabelle Health Department and 202 people were tested at the Weems Memorial Hospital site. She thanked Mr. David Walker, CEO at Weems Memorial Hospital, and his team along with the health department staff for their partnership because they had an amazing day and a great turnout. Ms. Hinds reported these are good testing numbers exceeding the benchmarks set for 2% of the population which is 247 tests. She thanked the Sheriff and his deputies for support they provided at these events and during the pandemic and said they were great to work with. Ms. Hinds reported despite the

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increase in testing Franklin County only has 2 cases. She explained they will continue to test because it proves the county is safe and healthy and people can come here. Ms. Hinds reported another big focus is the long term care facilities. She stated they have a great partnership with St. James Health & Rehabilitative in Carrabelle and last week all residents and staff were tested and all 145 tests were negative. She said it is important to protect these individuals and they will continue this testing which is now a presidential directive. She explained this is a big focus because almost half the deaths in Florida were in long term care facilities. Ms. Hinds stated they are working with businesses and organizations to help guide what reopening phases look like. Chairman Lockley asked how long it takes to get results from the tests. Ms. Hinds said they changed labs and it now takes 4-5 days. Commissioner Jones asked to clarify the testing numbers and where these tests are reflected in the numbers because the daily report says 239 tests. Ms. Hinds explained the dashboard numbers lag a little behind but will eventually catch up. Commissioner Jones questioned what total will show on the dashboard and if the St. James numbers are included. Ms. Hinds stated the dashboard will show 315 which includes numbers from St. James, Carrabelle Health Department and a portion of Weems Memorial Hospital. Chairman Lockley inquired when people who took the test should take another test. Ms. Hinds said they look at the trending data and she does not see them having to re-test in the community if the number of positive tests remains low. She explained they are trying to eliminate outbreaks but if an outbreak occurs they will do contract tracing. She stated anyone that has symptoms needs to be re-tested. Commissioner Boldt reported getting tested is a public service as they are trying to increase their testing data base. Ms. Hinds agreed they want to meet benchmarks to provide proof that the number of people they have tested aligns with the re-opening phases. She said in order to provide those numbers it was recommended that 2% of the population be tested and they have exceeded that number. Chairman Lockley asked if the test will show positive if the person does not have any symptoms. Ms. Hinds answered yes, the test will show even if the person is asymptomatic. Commissioner Boldt asked Ms. Hinds to identify where the two sites for testing are. Ms. Hinds said they provide updates on the EOC Facebook, through the texting service and also through daily briefings. She reported the next testing site will be at Vrooman Park at the Eastpoint Fire House on Thursday, May 21st, from 10:00 a.m. until 3:00 p.m. Chairman Lockley thanked Ms. Hinds and her staff for keeping the community safe.

Weems Memorial Hospital - David Walker (CEO) - COVID-19 Update

Mr. Walker reported part of their COVID-19 strategy is to look at a testing platform in house at Weems Memorial Hospital so they can do the tests and get the results locally. He stated the Florida Hospital Association referred them to a vendor for this testing and they have a meeting this afternoon with the vendor. He said this will be important as there is an influx of tourists coming into the county. He reported they must also look at pediatric testing because as children move into more activities they will probably need to be tested for COVID-19. Mr. Walker stated if they have the system in the hospital then the parent can bring the child to one of the clinics to get tested and hopefully get the results that day. He said he will find out today how long it takes to get results. Mr. Walker stated most small hospitals use this testing platform. He explained this is part of their response and important for the community because

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children are coming down with COVID-19. Mr. Walker reported they are doing a pilot antibody testing project starting Wednesday. He explained they are targeting certain groups of people that work with the public. Mr. Walker stated this testing is offered in the clinics and people should call to make an appointment. He explained the antibody test is the Abbott Antibody Test and it is one of the highest performing tests in the nation. He said a blood draw is required for this test. He explained they are testing retail, restaurant, and grocery store workers in addition to law enforcement officers because it will detect if they have been infected with COVID-19 in the past. Mr. Walker reported they are also looking at other dates and different locations in the county for this testing. He stated they need to think differently and take services into the communities. He explained they will target different population groups such as city workers, county workers and seniors. He stated they may do some minority testing on The Hill in Apalachicola. Mr. Walker said they will also look at testing the vacation rental workers, school workers and day care workers. He reported he has also talked with the Sheriff about testing inmates. He explained the jail employees can draw the blood and the hospital can send it to the lab for testing. Mr. Walker stated they are doing this testing free of charge as a public service for the community. He explained there is a high number of individuals in the community that have existing medical conditions and testing is the key for rural communities. He said the county does not have a lot of cases now but when the county reopens the cases may go up. Mr. Walker reported if the cases rise smoothly until August the county will be okay but if the cases spike they will have an issue. He stated as part of the COVID-19 response Health and Human Services (HHS) distributed \$10 billion to rural hospitals and health centers. Mr. Walker said every rural hospital in Florida received money and Weems Memorial Hospital received \$3 million. Mr. Walker stated initially the hospital received \$124,000 and the larger hospitals were receiving millions but there was some outcry that caused a focus on small rural hospitals. He explained the \$3 million is to prevent, prepare and respond to COVID-19 and is retroactive to February 1st. He reported Mrs. Griffith mentioned earlier about the tourism tax dollars being lower and revenue dropping so these funds will help with the revenue that was lost due to the COVID-19 response. Mr. Walker reported they are working on a social media strategy which includes Ask the Doctor interviews with Dr. Patrick Conrad. He said Dr. Conrad did a segment titled It is Okay to Come Back to the Hospital. He explained people are afraid to come to the hospital and by the time they do their medical conditions are worse. Mr. Walker stated on Thursday he will do an interview with Mr. Royce Rolstad, Forgotten Coast TV, and with Ms. Donna Taratoot, Lab Director, about the antibody test. He explained they have a paramedicine program that they are rolling out. He explained the paramedics will take COVID-19 testing to the homes of people that are afraid to go out or too sick to travel. He stated they will also connect the paramedics to the east and west clinics to do office visits. Mr. Walker said some items still need to be purchased for the alternate care site in case they need it. Chairman Lockley thanked Mr. Walker and his staff for keeping the community safe. He asked if the testing is free to the public. Mr. Walker answered yes, the antibody test is free to the public now because they are trying to remove the barriers as they need the data. He reported in a few months they will look at this again and see if the data is changing especially with opening the county. Chairman Lockley reported they need to stress that the test is free. Commissioner Boldt said he cannot think of a better safe harbor than the hospital with expert people that know how to avoid disease. He stated it also continually shows the importance of the hospital

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in the community. Commissioner Jones inquired about the respirators they ordered when this first started. Mr. Walker stated 1 respirator was received but they are waiting for the others. He explained they were going to purchase the respirators with funds from the Health Care Trust Fund and get reimbursement from FEMA but now they can use the funds they received because they are retroactive to February 1st. Chairman Lockley asked if they can purchase an ambulance with these funds. Mr. Walker stated he thought about it before he read the restrictions but they cannot purchase an ambulance. He explained the money has restrictions for preparing, preventing and responding to COVID-19. He reported previously he worked at the Franklin County Health Department and 90% of their programs were grant funded so all items had to be matched back to the grant and meet the requirements. Commissioner Jones said the Florida Sheriff's Bid List had a way to purchase ambulances and emergency responder vehicles through 2021 for 10-20% off in response to COVID-19. Mr. Walker agreed he will look at this with the EMS Director.

Carr, Riggs & Ingram - Brian Hall Jr. - Weems Memorial Hospital Audit Presentation

Mr. Brian Hall, Jr., Carr, Riggs & Ingram, presented the audit results for the September 30, 2019 audit report for Weems Memorial Hospital. He thanked the Board for their business. He said he will highlight the audit and then answer any questions. He said the first page is their (unqualified) opinion, which is the highest level of assurance they provide as Certified Public Accountants (CPA's), that there is no material misstatement of the financials. Mr. Hall discussed cash on hand, patient accounts, accounts receivable and capital assets. He explained they spend a lot of time on the accounts receivable of any hospital audit to make sure they are accurately stated and truly reflect what they will collect in cash. He reported they are comfortable with this number and it is comparable with the year before. Mr. Hall reviewed capital assets and said there is a large addition mostly due to the roof project. He said the roof was damaged by Hurricane Michael and the replacement was funded through insurance. He addressed the liabilities page and said the only number that jumps out is accounts payable at \$908,000 but it is comparable to last year's amount of \$836,000. Mr. Hall said the equity is the difference between what they own and what they owe and equity is strong at almost \$5 million versus \$3 million the year before which is due to profit. He reported this is good strong equity for a hospital this size. He presented the figures from the income statement and said revenue was down a little because the year they were auditing was when Hurricane Michael came through the area and the hospital was shut down for some time. Mr. Hall stated expenses were up \$800,000 but they think that was a reasonable change. Mr. Hall reported the generating operating loss of \$2.6 million versus \$1.6 the year before was increased due to Hurricane Michael. He said the non-operation section which includes Other Income of \$1.44 million is where the insurance proceeds from the roof come in. He explained they put the roof on as an asset and show a credit to revenue for the same amount because it is being covered by insurance. He addressed the County Activity section in the audit which includes about \$3 million in transfers from the county. He said this amount also includes \$690,000 in debt that was forgiven by the county. He stated \$2.3 million of tax and other funding went from the county to the hospital. Mr. Hall reported the change in net position or profit is \$1.8 million in 2019 versus \$3 million the year before. He referenced a page in the audit that shows how the

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cash was generated or used by the hospital. Mr. Hall said what is important is the operations of the hospital which is a negative \$2.5 million. He explained this is what it costs to run the hospital without the county subsidies. He reported they must also remember that Hurricane Michael impacted this period. Mr. Hall said the hospital provided \$424,000 in charity care to people that are uninsured. Mr. Hall reported for a hospital of this size, in their financial shape and with a Category 5 hurricane to be able to provide these free services to the community is a good story to tell. Mr. Hall reported the hospital needed \$2.6 million last year in subsidies to break even. He explained other than having the Category 5 hurricane the operations were comparable with the year before. He stated as the auditors they are required to communicate a number of items to the county of anything they deem important enough to put in writing and audit adjustments. He said this was definitely a cleanup year and on Pages 29-32 are their findings. He explained some of the findings were repeated from 2018 and some were new. He said these are triggered by auditing adjustments and because there was a hurricane there was a lot of accounting that went into it. Mr. Hall stated the insurance proceeds paid for the roof directly so in a lot of ways the hospital was not directly aware of the cost that was involved and what needed to go on the books. He reported there were a lot of adjustments that the team at Weems Memorial Hospital can provide to them. He stated these are the Findings and Material Weaknesses. Mr. Hall said the Agency for Health Care Administration (ACHA) will require a Corrected Action Plan and Mr. Walker and Mr. Bill Stork, CFO, are working on that item. He stated they are also working with them to insure these findings do not repeat in 2020. Mr. Hall reported there was no fraud or he would have contacted the Board earlier. He stated there were no difficulties with Mr. Walker and Mr. Stork and they were eager to assist them. Mr. Hall said it is obvious Mr. Walker and his team love the hospital and are putting in late hours to keep the hospital moving forward and they appreciate their dedication. He reported there is nothing of an accounting nature that they need to discuss and he offered to answer any questions about this year's audit and the stimulus packages. Chairman Lockley asked if they are doing alright. Mr. Hall responded the hospital is doing well given the county subsidies but if the subsidies went away it would be a different story. He said next year the numbers will be different because of the funding coming in from the federal government. Mr. Hall stated 2021 should be back to normal. He said he was talking with Mr. Walker this morning about the relationship between the hospital and the county and there is always going to be a need for a subsidy from the county. He explained they see this situation in most hospitals of this nature but the question is what amount is appropriate. He stated they need to get back to an amount that makes sense. Chairman Lockley explained he appreciates his report as a CPA because other people come in and tell them other things. Commissioner Boldt suggested Mr. Hall be connected to Mr. Jim Coleman, Alliant, as part of their management strategy for the hospital. Mr. Moron reminded the Board when they made the motion allowing him and Mr. Walker to negotiate with Mr. Coleman they authorized him to engage Mr. Hall and that has been taken care of. Commissioner Boldt asked about the accounts receivable referenced on Page 31 and how the claims are processed. He said this is one of the areas of cleanup that he would like to discuss. Mr. Hall stated there were a couple of findings from an accounting perspective and they had to increase the reserves. He explained what they bill is irrelevant because they are going to get paid based on their contracts and getting the right amount is the hard part. He said in this case the hospital had either used rates that were not accurate or current so they

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had to re-measure it and book an adjustment. Mr. Hall reported the denials were the biggest part and they made a recommendation to management to increase their staff. He said they are not doing anything wrong but there was a large book of denials. Mr. Hall explained the insurance companies use denials to manage the relationship. He stated unless you have someone to follow up on these denials you cannot collect the money. Mr. Hall reported the people working at the hospital were doing a good job of processing the claims but did not have any time to follow up on the denials so there was a significant backlog of claims that were not being worked. He explained the insurance company will deny the claim and then not pay if the claim gets to be a year old. Mr. Hall said their recommendation was to spend time on the denials and he was told this morning that they had worked the denials down to a manageable number. He reported this is an area of focus and the hospital is not surprised to hear this. Commissioner Boldt questioned if they have addressed the contracts. Mr. Hall answered yes, and said as a critical access hospital Medicare pays the hospital the costs plus 1% so they cannot lose money on Medicare but are not making a lot. He said they got all the hospital contracts and calculated what they were being paid and in many cases they were below Medicare which meant if that payer walked in the hospital they were guaranteed to lose money. He stated when they weighed the revenue against those payers the hospital was guaranteed to lose money every year based on the contracts. Mr. Hall reported Mr. Walker and his team were proactive and hired someone and went after these contracts and they have done some very significant re-negotiations that will pay dividends. He explained the problem is no payer will come up to reasonable rates in one year so they will have to continue this fight. He reported the insurance companies knew what a deal they have been getting so they have been willing to change and there have been some big increases. The Board thanked Mr. Hall for this report.

Mr. Moron said he was mistaken and the Sheriff is here to address the parking issue that occurred last weekend around the beaches. He stated he has a couple of suggestions to discuss. He explained this would assist the Sheriff with enforcing the no parking areas around the beaches. Mr. A.J. Smith, Sheriff, stated this past weekend they had a huge influx of people at the beaches from Alligator Point to St. George Island. He said multiple deputies were sent to Alligator Point just to handle the parking issues which is a waste of resources. He reported there are a couple of wrecker services in the county and both of them are probably willing to boot cars. He explained they are looking into that option or adding signage that the cars will be towed and have the wreckers just tow the cars. Sheriff Smith stated a deputy will not need to be there and the wreckers can just tow the vehicles. He explained they will need Board approval to take this action. He reported in the statute it says they notify the Sheriff's Office in 30 minutes, take a picture of the car and then tow it. Sheriff Smith said they need to do something to stop the deputies from having to go there to write parking tickets and standby while the cars are being towed. He explained this is the 4th year he has dealt with this and they have done a lot of media, given hundreds of warnings and it is not working. Sheriff Smith stated they write a uniform traffic citation which is a \$106 ticket instead of the \$25 civil penalty listed in the ordinance. He said this price should be increased because people will pay \$25 to go to the beach for the day. Sheriff Smith reported they need to get this fixed so they are not wasting tax dollars and his deputies are addressing other things besides parking tickets. He said

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they also had complaints near Bald Point but there was no signage so there was nothing they could do but ask them to leave. He questioned if the Board wants to put some signs in these areas. Sheriff Smith said St. George Island is another issue because when the state park reached capacity they closed and people went to the side roads and Gorrie Drive which created traffic issues. He went on to say they parked on both sides of the road and it was difficult to get a car through and there was no signage. He agreed with Commissioner Parrish that people have been parking like this for years but they are responding to complaints. Sheriff Smith explained they have contacted the state park and they will let them know when they are nearing capacity so they can do some proactive patrols. He said the issues at St. George Island are different than Alligator Point so it is just a matter of how the Board wants to handle it. Sheriff Smith stated they are going to see record numbers of people this year because he has never seen this many people here. Mr. Pierce reported part of the problem is the limited capacity at the state park and once people travel here they will park somewhere if they cannot get in the state park. He said he is worried about towing people that traveled here and did not know the state park was at capacity. Sheriff Smith stated they want to treat everyone equally but the parking situation is more extreme at Alligator Point than St. George Island. Chairman Lockley said they have to start somewhere and cannot tie up the Sheriff's Department with writing tickets. Sheriff Smith suggested it would be good if the wrecker companies could roam and tow these cars. He reported his department wrote 27 tickets and towed 13-14 cars. He said people were mad but the Sheriff's Department and the people that live there expect these visitors to do what they should and yet they continue to violate the rules. He stated they have not even addressed the beach issues of littering and people going onto private property. Sheriff Smith explained they educated the homeowners that if someone is on their private property they can call the wrecker service and have the car towed and do not have to contact the Sheriff's Department. Chairman Lockley stated they need to get the tow trucks because people will talk about it and that will clear up the issue but if you do not take action this will continue. Commissioner Boldt reported this is a financially neutral situation. **Commissioner Boldt made a motion to allow the tow trucks to roam and tow the vehicles and give them the responsibility to do that not only for the upcoming weekend but as they go forward.** Attorney Shuler stated the ordinance for Alligator Point designates no parking areas and there are supposed to be signs warning people that they are subject to being towed. He said the Sheriff is correct if they do not properly notify the public about the towing potential then the county runs into a liability issue. Attorney Shuler reported the county needs to make sure the signage required by the ordinance is in place and has the name and contact number for the towing company. He explained the ordinance already allows for towing so they do not need a motion. Attorney Shuler stated when the proper signage is in place then the enforcement can occur. **Commissioner Boldt amended his motion to include the signage caveat.** Attorney Shuler said the ordinance requires signage but he is hearing from the Sheriff that the signage is not in place. Sheriff Smith stated the signs are there but need to be tweaked and he will work with Mr. Davis to take care of that. He said Major Cliff Carroll just got information that the state park is going to open up to 50% so that may alleviate some of the problem on the Island. Attorney Shuler reported the parking ordinance at Alligator Point authorizes parking along all the right-of-ways except the areas designated as no parking areas. Chairman Lockley inquired if it is different on St. George Island. Attorney Shuler said they do not have a no parking

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ordinance for St. George Island. Sheriff Smith stated he does not know how many complaints they received at St. George Island but there were many more at Alligator Point. He explained the areas at Alligator Point where the problems occurred. Chairman Lockley said it sounds like the county did not have the proper signage. Sheriff Smith stated they had not thought about letting the wreckers roam but that is different than someone being illegally parked and the deputy calling for the wrecker. He explained the deputies have to wait on the wrecker and they could be there for a couple of hours on just one car. He reported if the wreckers roam then they can just continue to tow the cars and he thinks one of the companies has a place for the cars at Alligator Point. Sheriff Smith reported they talked about the boots because it is time consuming to tow one car. He said if they place the boot then the person calls when they are back at the car and pays their fee to get the boot off. Sheriff Smith reported a lot of cities use the boot because it is quicker. He explained they do not want to do this or write tickets but people must comply and the people that live there want them to comply. He stated they do not want to come go to the state park because they cannot take their pets and alcohol. He suggested if they outlaw pets and alcohol on the public beach at Alligator Point then people will probably not go there. Commissioner Boldt described a guided tour he got with a deputy to view all these problems at Alligator Point. He stated 2 weeks ago a lady was hit on a bicycle on Alligator Drive. He explained this is a crowded narrow situation and then people arrives in masses. He reported for safety and health they must take responsibility. Sheriff Smith said the ordinance calls for a \$25 fine and it needs to be increased. Attorney Shuler agreed they should consider increasing the fine and examine authorizing the use of a boot with an amended ordinance. He explained there is no authorization in the ordinance for an immobilizing device but only for towing and a civil infraction of \$25.00 for the first offense and a misdemeanor for the second offense. He stated they can look at amending the ordinance to allow these items but they cannot do that today. Chairman Lockley asked if they need a motion to authorize the towing. Attorney Shuler advised the Board no motion is needed they just need to change the signage. Sheriff Smith asked what it will take to change the ordinance. Attorney Shuler said the Board would authorize him to schedule a public hearing and then the Board would hold a public hearing which normally takes about a month but may be ready the first meeting in June. Sheriff Smith said if the consequences are more severe people may think twice about doing it. He stated the majority of the people coming to Alligator Point are day trippers that are in college. Chairman Lockley asked for a motion to schedule a public hearing. Attorney Shuler recommended Commissioner Boldt withdraw his motion and start the process of amending the ordinance. Commissioner Boldt asked about the boot. Attorney Shuler reported they cannot do that right now. **Commissioner Boldt withdrew his motion. On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to authorize Attorney Shuler to schedule a public hearing to amend the ordinance.** Chairman Lockley asked for authorization to get the signs done. Attorney Shuler said the ordinance already has a requirements for the signs. Mr. Moron explained the Sheriff will work with Mr. Davis to get the signs and they will be ready before Friday. Commissioner Boldt said what they did is county-wide and also addresses St. George Island. Attorney Shuler answered no, the ordinance is just for Alligator Point. Sheriff Smith thanked the Board for working with him. He recognized his command staff (Major Carroll, Captain Webb, Captain Coulter, Captain Martina and Lt. Segree) for their hard work because they work and do not get

overtime. He explained they work 50-70 hours a week and supplement staff on the weekends but are being paid a straight salary and do not receive comp time or overtime. Sheriff Smith reported they are dedicated to Franklin County and he is proud of them. Sheriff Smith stated the traffic is heavy and he has Officer Jim Ward working traffic full time. He said he was talking with Secretary Beshears this morning and he wanted to assure everyone he is working on the vacation rental issue.

The meeting recessed at 11:35 a.m.

The meeting reconvened at 11:45 a.m.

Census CCC - Evelin Ramirez & Pat O'Connell – Update

13. Census Complete Count Committee Report
14. Census Power point

Mrs. O'Connell said the Commissioners should have a copy of the PowerPoint presentation. She reported unless something changes the next decade will be tough because the numbers in the 2020 census are the lowest they have been. She reviewed the PowerPoint with the Board. Mrs. O'Connell explained the state and federal government did not provide any money for the census but the county provided \$4,500. She reported the Census Complete County (CCC) Committee raised \$3,000 in private donations and completed a grant to the National League of Cities and received \$4,500. She detailed their efforts in advertising the 2020 Census. She explained the Bureau does not send mail to post office boxes so they paid to mail information to the post office boxes in the county. Mrs. O'Connell said the Bureau did provide promotion items for the 2020 Census and these were given out at events they had prior to COVID-19. She stated these items are now being sent to places where food is being distributed. Mrs. O'Connell explained they had presentations at special events before COVID-19. She reported they created neighborhood assistance centers but the centers were closed due to COVID-19. She said they are using the Emergency Operations Center (EOC) system to remind people about completing the census. She reported the self-response rate for the United States is 60%, the state rate is 57.1% and the county rate as of May 14th is 28.6% which means 1 person in 4 is answering the census. Mrs. O'Connell presented the rates for different areas of the county. Mrs. O'Connell stated according to these figures the county will only get 30% of the federal funding they have received in the past 10 years. She explained the census count affects schools, roads, bridges, fire departments, hospitals, healthcare, Medicare, Medicaid, early childhood education, special education and vocational education. Mrs. O'Connell reported one of the challenges they faced in the county was completing the census online. Mrs. O'Connell stated the Census Bureau calculated 85% of people would respond online and almost everyone that responded did respond online. She reported the Bureau did not send paper copies so those were just received about a week ago. She explained in the county there is a very low rate of in-home internet access. She stated the most important thing they can do for the future of Franklin County is to get high speed internet everywhere because that divides the county. She reported the people that do not have internet are not answering the census. Mrs. O'Connell

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said the Census Bureau relies on street addresses and there are a large number of people in the county that use post office boxes. She explained when they realized that they did a mail out to these individuals. She stated there is also a high rate of second homes in this area. Mrs. O'Connell said there are 2,400 homes on St. George Island according to the Property Appraiser and only 340 homes are homesteaded. She reported 800 homes according to DBPR and Department and Revenue are short term rentals. She stated second homes count against the county and there is no one there to respond in these homes. Mrs. O'Connell said COVID-19 also hurt the process. She explained trust in government at all levels is low and there are actually websites dedicated to telling people not to respond to the census because local government does not need any more money. Mrs. O'Connell stated the money that comes back to the county is money that is paid on income tax and nothing to do with the census. She explained the census is the way to draw the money back to the county. Mrs. O'Connell stated her term on the CCC Committee is up. She explained the CCC Committee was created last November and they were planning to work until June because the census was ending in July but now it has been extended until October 31st. She said they are asking for the CCC Committee to continue and raise more funds to continue the process. Mrs. O'Connell reported no one is listening to her so she needs the Board to do something big to get their attention. She suggested they have every county department make sure their employees have responded to the census. Mrs. O'Connell said there are many people that work for the county or constitutional officers and they need to ask them to complete the census. She stated not one of the county entities at the meeting that reported mentioned the census and the future of some of these agencies depends on the census. She stated they have \$4,500 coming in that they can spend to advertise but they need help or the county is going to suffer for the next decade. The Board thanked Mrs. O'Connell for her work. Commissioner Parrish said he does not know if the problem is what is occurring with COVID-19 but there is a lot going on. He stated this is the first time they have had to fill out the census online and he wonders if the government does not want them to fill out the census and get the federal dollars back to the county. Commissioner Parrish reported the Census Bureau thinks they are making this easy by doing it online but they are not because a lot of people do not have a computer in their home. He said in the past the census did not have a committee but they had their workers that went door to door. Commissioner Parrish stated now the local government has this responsibility and he feels like Mrs. O'Connell has done the best she can and he thanked her for her effort. He agreed they need signs at the library so people fill out their census forms while they are online. Commissioner Parrish stated he is glad they extended the deadline for the census. He reported people are now receiving the paper form so he thinks the numbers will come up. Commissioner Parrish asked what the dollar amount is for each person that fills out the census. Commissioner Massey reported the amount is \$14,500 per person. **Commissioner Parrish made a motion to direct staff to write up an advertisement and explain what it will cost the county per person if they do not fill out the census.** He said they may even need to buy an entire page advertisement. **Commissioner Massey seconded the motion.** Commissioner Parrish said they need to explain the areas that will suffer from the loss of these funds. Commissioner Boldt asked about the \$14,500. Mrs. O'Connell stated the 14,500 is what can be earned per person per year. She explained another disadvantage is the census bureau created telephone lines so people that cannot do the census online can call in and she has tried 6 times

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and never gotten through. She said the call centers are not fully staffed because of COVID-19. Mrs. O'Connell reported there was a telephone number to request a paper census but now you have to wait to receive the paper copy. She explained for a county with such low internet access the fall back plans does not fit with their needs. She requested the Board ask every department at every meeting until October to provide an update on what they have done for the census. Mrs. O'Connell reported if they will mention the census at every meeting then everyone listening will be reminded that the census is the most important thing they can do for the next decade for the county and its people. Commissioner Boldt said each Commissioner should do a public service announcement about the census. Commissioner Parrish stated it is an important issue for the county and for the Board as they are trying to provide services and leverage the federal dollars. He explained the county will already be behind next year because of everything that has happened but the census figures are for the next 10 years. Commissioner Parrish discussed the problems facing Bay County with so many people leaving the area because of Hurricane Michael in addition to all the expenses and losses from the storm. Chairman Lockley stated he did a message about the census at the beginning of the year. Mrs. O'Connell said the message is playing again now because the Census Bureau is hiring in this county. She explained they are not going door to door but are leaving paper copies at the door. Commissioner Jones stated during the breaks in the meeting today they have been running census commercials on the livestream. Mrs. O'Connell said they hope to spend the \$4,500 on paid media. She said the videos airing are done by local people and are specific to Franklin County. Commissioner Boldt asked about adding some information about the census on the county payroll checks. Mrs. Griffith said they can include a notice at bottom of the payroll checks. Mr. Moron thanked Mrs. O'Connell for her work. He reported Ms. Evelin Ramirez will be on the next meeting Agenda to address some of the issues. Chairman Lockley asked for the motion to be amended to include sending a letter to both cities and the school to help with the census. **Commissioner Parrish amended his motion to include sending a letter to both the cities and school requesting their help with the census. Commissioner Massey amended his second. Motion carried; 5-0.**

Mr. Moron stated he has Representative Jason Shoaf on the phone to provide an update for the Board. Representative Shoaf reported they received word from Secretary Beshears that the Governor has given approval for 7 counties to reopen and Franklin County is one of the counties. He explained details will be posted shortly on DBPR's website. He said the message is it is time to reopen the vacation rentals. Mr. Moron asked if they will receive an email. Representative Shoaf said it should be updated on the website and he will capture it and text it to him and the Chairman and any other members that would like it. Mr. Moron thanked Representative Shoaf. Representative Shoaf thanked the Board for moving quickly to support the tourism industry in Franklin County.

RFP / RFQ / Bids Opening

16. CR 67/Tallahassee Street Sidewalk Improvements: Project is located in Franklin County, Florida and consists of approximately 6,062 linear feet of sidewalk construction on CR 67/Tallahassee Street in Carrabelle, Florida.

Mr. Pierce opened and read the bids, as follows:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
M of Tallahassee	Tallahassee, FL	\$272,134.00
American Design Engineering Constructing, Inc.	Weston, FL	\$411,408.00
Hale Contracting, Inc.	Midway, FL	\$822,553.00

Commissioner Massey left the meeting at this time. **On motion by Commissioner Jones, seconded by Commissioner Parrish, and by unanimous vote of the Board present, it was agreed to turn the bids over to the county engineering firm for review and a recommendation.**

17. Apalachicola Regional Airport: Rehabilitation of existing runway and taxiway lighting system for Runway 6-24, Taxiway B, and Taxiway D.

Mr. Pierce said this project is funded by money from the Department of Transportation (DOT) so they will turn the bids over to Avcon to review. Mr. Pierce opened and read the following bids:

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Kobo Utility Construction Co.	Sandwich, MA	\$1,081,597.00
TCA Electrical Contractors, Inc.	Omega, GA	\$ 464,385.00
Southeast Site Services, LLC	Gray, GA	\$ 848,500.00

Commissioner Massey returned to the meeting. Mr. Pierce reported this project is 100% funded from federal and state funds and there is no local match. **On motion by Commissioner Jones, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to turn the bids over to Avcon for review and a recommendation.**

Clerk of Courts – Marcia M. Johnson – Report

Clerk Johnson did not have a report at this time.

RESTORE Coordinator – Alan Pierce – Report

Mr. Pierce read his report, as follows:

Action Item(s)

18. Board approval for a land lease at the airport for a Mr. Robert Kasper. The payment will be \$1800.00 a year annually with a 3% increase annually, and for 20 years. Mr. Kasper will build a hanger for his use at his expense on the parcel, and at the end of 20 year lease the building will become the property of the county. At that time Mr. Kasper would have the choice of renegotiating

the lease. The county is leasing him a parcel of land next to another private hanger leased by Mr. Pete Burgher. Mr. Jason Puckett, Airport Manager, and Mr. John Collins, AVCON Engineers, have approved the location and size of the parcel to be leased. Mr. Puckett and I recommend the lease be approved by the Board contingent upon Mr. Shuler's review. Board action.

On motion by Commissioner Parrish, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the lease for Mr. Robert Kasper contingent upon Attorney Shuler's review.

19. This item was addressed earlier in the meeting.

Information Item(s)

20. Inform the Board the TRIUMPH Board, on April 30, did approve the county's \$1.059M grant application to replace the fuel farm at the airport and to install a back-up generator. The TRIUMPH Board received comments from the TRIUMPH Chief Economist, Dr. Rick Harper, and the TRIUMPH Executive Director, Ms. Susan Skelton, and asked me some questions during the meeting before approving the project. The TRIUMPH Board saw this project as a benefit to the region. The staff was directed to work with Franklin County to create a "term sheet", which is a list of requirements for receiving the funds, so in the near future the county will be receiving some documents from TRIUMPH.

21. Inform the Board that in April FEMA consultants instituted bi-weekly conference calls on the status of Alligator Drive. I have kept the Board informed of the progress so I have no additional information at this time. The county's engineering team, being Mr. Clay Kennedy, Dewberry Engineers, and Mr. Joe Morrow, MRD Associates, has assisted me in providing the FEMA consultants with additional information when requested. FDEP recognized that Alligator Drive was not going to be completed during the time the existing Emergency Order was in place, so FDEP has issued an Emergency Order specific to Alligator Drive allowing the county until November 2021 to complete the rebuilding of the road. I have provided the Clerk's Office with a copy of this Emergency Final Order.

Mr. Pierce reported there is another conference call today and they are trying to get the environmental assessment (EA) done.

22. Update on Eastpoint Channel and Two Mile Channel- The Consortium Grant Application is complete and waiting for Consortium approval on June 10 Board. The Corps of Engineers has contacted me to assure me the Memorandum of Agreement between the Corps and the county for receiving the Consortium funding is going through the review process in Atlanta. There are no issues at this time. Initially the Corps had the County Attorney as the signature for the county, but I advised the Corps it should be the Chairman.

Chairman Lockley asked about the date. Mr. Pierce said they will probably not see the Memorandum of Understanding (MOU) draft until June. He reported they do not know when the dredging will occur but he estimated maybe September. Chairman Lockley said the guide fishermen are having problems getting in and out of not only the channels but also the boat ramps. Mr. Pierce reported it is not part of the COE's plan but he is hoping to take a little out of the Eastpoint Boat Ramp while they are there.

County Coordinator – Michael Morón – Report

Mr. Moron presented his report for the Board, as follows:

Action Items

1. Local State of Emergency Declarations: As authorized by the Board, Chairman Lockley has signed COVID-19 Local State of Emergency Declarations for weeks beginning May 4th, May 11th, and May 18th.

Request: Board action to ratify the Chairman’s signature on the COVID-19 Local State of Emergency Declarations.

On motion by Commissioner Parrish, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to ratify the Chairman’s signature on the COVID-19 Local State of Emergency Declarations.

2. This item was addressed during the Emergency Management Department report.

3. Short Term Vacation Rental Submitted Request: On Friday, Governor DeSantis authorized counties to submit a vacation-rental reopening plan to the Florida Department of Business and Professional Regulation (DBPR). Attached is a copy of the letter that was submitted to DBPR and copied to both Representative Jason Shoaf and the Governor’s office. This letter is basically the same format with the same information as letters sent by other counties in the panhandle area. At the time of this report, there were no notifications from the State.

Request: Board action to ratify the Chairman’s signature on the vacation-rental reopening plan letter sent to the State.

On motion by Commissioner Parrish, seconded by Commissioner Boldt, and by unanimous vote of the Board present, it was agreed to ratify the Chairman’s signature on the vacation rental reopening plan letter sent to the state.

4. Rural Broadband Letter of Support: Earlier in the month U.S. Senator Rick Scott’s staff advised county staff of an US Senate Commerce Committee discussion on the state of Broadband in the COVID-19 environment. Knowing the limitations of Broadband in Franklin County and the impending deadline, the Chairman signed a letter of support to Senator Scott reaffirming the need for reliable and affordable high-speed internet in rural areas, especially during this pandemic when everyone working and learning from home.

Request: Board action to ratify the Chairman’s signature on the letter sent to Senator Scott on the importance of Broadband in rural areas.

Mr. Moron stated Commissioner Jones was instrumental in seeing that this letter was submitted on time. **On motion by Commissioner Jones, seconded by Commissioner Boldt, and**

by unanimous vote of the Board present, it was agreed to ratify the Chairman's signature on the letter sent to Senator Scott on the importance of broadband in rural areas.

5. E911 Rural Grant: The Sheriff's Department requested the Chairman's signature on an E911 grant to pay for renewal of services and support for the 911 communication network. Chairman Lockley signed the grant agreement.

Request: Board action to ratify the Chairman's signature on the E911 grant agreement.

On motion by Commissioner Jones, seconded by Commissioner Parrish, and by unanimous vote of the Board present, it was agreed to ratify the Chairman's signature on the E911 grant agreement.

6. The Board addressed this item during the Road Department report

7. Alligator Drive (CR 370) Multi-Use Path Resolution: At your April 30th special meeting the Board approved the FDOT contract for the Alligator Drive Multi-Use path, however the required resolution was not included in that request.

Request: Board action to authorize the Chairman's signature on the required resolution for the FDOT funded multi-use path project.

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to authorize the Chairman's signature on the required Resolution for the FDOT funded multi-use path project.

8. CDBG Report & Request: Included in your agenda packet is the Housing CDBG Grant for Eastpoint Fire Victims from Mrs. Deborah Belcher. Included in the report is an action item which is an application for a new mobile home for Lucy Bettinger located at 697 Ridge Road. Approval of this home is contingent on the transfer of Ms. Bettinger's current donated home to Mary and Jesse Page, also Eastpoint Fire victims. Setup costs for the Page's home will be paid by the donated funds managed by Capital Area Community Action Agency.

Request: Board action to approve the Lucy Bettinger application with the stated contingency.

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the application of Ms. Lucy Bettinger with the stated contingency.

9. Alligator Point Beach Access Request: At your April 30th special meeting, Commissioner Boldt requested that the Board discussed a request from Mr. Pierce Withers, an Alligator Point resident, about the possible closing of the small beach access points on Alligator Point.

Included in your packet is an email from Mr. Withers summarizing the concerns of Alligator Point residents and property owners. Commissioner Boldt and Attorney Shuler may have additional information and comments regarding this request.

Request: Board discussion and direction regarding the request to close the small beach accesses on Alligator Point

Mr. Moron stated the white paper is part of the packet and they sent some pictures last night that can be added later.

10. P&Z & BOA Meetings: Included in the agenda packet is a list of pending Planning and Zoning (P&Z) and Board of Adjustment (BOA) requests. Due to the COVID-19 pandemic, the Board cancelled the April and May P&Z and BOA meetings. Staff reached out to the members of both boards about attending June meetings and received a “mixed” message. After discussing this issue with Attorney Shuler, he agreed to create a proposed emergency ordinance, for your review, that would temporarily suspend P&Z and BOA meetings and grant your County Planner, Mr. Mark Curenton, the power and duties of both Boards.

Request: Board action to approve the emergency temporarily ordinance authorizing the County Planner the power and duties of the P&Z and the BOA.

Commissioner Jones asked if the ordinance needs to be read into the record before they vote. Attorney Shuler stated at the beginning of the meeting he presented documents to the Board and item #1 on the report is an action item for the Board to consider an emergency ordinance suspending for a 3 month period the Planning & Zoning Commission and Board of Adjustment and transferring and delegating those duties and powers to Mr. Curenton for the review and recommendation of development applications. He explained if the Board approves this matter in the motion the Board would need to declare that an emergency exists and that enactment of the ordinance is necessary. Attorney Shuler reported the motion would require a 4/5 vote of the Board to be effective. **Commissioner Jones made a motion declaring that an emergency exists, that enactment of the ordinance is necessary and adopting the ordinance.**

Commissioner Lockley seconded the motion. Chairman Lockley stated Mr. Curenton is going to have to do this in addition to his work and he needs extra compensation. Mr. Moron stated he will discuss this matter with Mr. Curenton. Mr. Moron reported Mr. Curenton will have a report at the meetings of his findings on the applications. Chairman Lockley said depending on how long this goes on it could be a lot of work and he should be compensated. **Motion carried; 5-0.**

11. Library Director In-House Advertisement: The Library Director position has been vacant since January; I have been serving as the interim director. I recommend the Board authorize advertising this position at a salary not to exceed \$36,000 per year. As Board policy, I will advertise in-house for a couple weeks. If there are no successful candidates from the in-house advertisement, I will advertise in the local newspapers.

Request: Board action to authorize the in-house advertisement for the County’s Library Director at a salary not to exceed \$36,000.

Commissioner Massey made a motion to authorize the in-house advertisement for the County’s Library Director at a salary not to exceed of \$36,000. Mr. Moron reported he will ask WILD to help with the advertisement. **Commissioner Parrish seconded. Motion carried; 5-0.**

12. Brewfest Change of Location Request: The County has received a request from Ms. Amy Hobson, president of the SGI Brewfest organization, to permanently move the event from in

front of Paddy's Bar to the same location in the center of the island where the annual Chili Cook-Off is held. The change in location would allow for an expanded food court along with additional space for the growing number of visitors and participants. Usually, the event is held in late April, but due to the COVID-19 pandemic, the new event date is Saturday October 3rd. This event is the primary annual fundraiser for the Franklin County Humane Society.

Request: Board action to authorize the change in location for the SGI Brewfest event.

Mr. Moron said he presented this to Commissioner Jones and he talked with the fire chief and he has no problems with it. Commissioner Jones stated the Sheriff's Department did not have a problem either. **On motion by Commissioner Jones, seconded by Commissioner Parrish, and by unanimous vote of the Board present, it was agreed to approve the change in location for the St. George Island Brewfest.**

Mr. Moron reported the remaining items on his report are for information. He commented Mr. John Solomon, TDC Director, submitted a report which is in the package but said the Board should not be fooled by the numbers because by next month he will have more accurate numbers and will bring the bad news in person. Commissioner Jones explained just like Mrs. Griffith relayed to the Board their numbers also run a couple of months behind. He reported the numbers were looking very good but they are not sure what they are going to look like now.

Information Items

13. TDC Report: Attached to your agenda packet is the TDC information and collection report. Mr. John Solomon (TDC Administrator) warns that the collection report for February shows really good numbers, but due to the COVID-19 closures, your subsequent reports will be dismal. If you have any questions do not hesitate to contact Mr. Solomon.

14. CRS Progress Report: Inform the Board that Mrs. Amy Ham-Kelly (Floodplain & Zoning Manager) has submitted the County's Community Rating System (CRS) progress report. This report consists of projects that are proposed with the Local Mitigation Strategy (LMS) that is managed by your Emergency Management department. The CRS Progress Report notes all projects that have been submitted by different agencies and the current status of the projects. If you need more information on the CRS progress report do not hesitate to contact Mrs. Ham-Kelly.

15. Carrabelle CRA Meeting Notice – County staff received notice that the City of Carrabelle has scheduled a special meeting today at 1:30 p.m. (ET) to review and adopt the Community Redevelopment Plan Amendment. The meeting will be conducted via Communications Media Technology and a dial number is provided on the notice.

Mr. Moron reported previously the Board increased the permitting fees and they authorized Attorney Shuler to proceed with an Ordinance penalizing people who complete work without permits. He asked the Board to put a pause on this action because with the new fee schedule if they charge them double the permit fee if they work without a permit it may be enough and

they may not want to move forward with additional fees. Commissioner Parrish asked what the increase in fees has to do with someone doing work without a permit. Mr. Moron explained when he came to the Board with this problem the permit fees were so low it did not really hurt the person to do unpermitted work and that is why he requested the ordinance that would have other penalties. Attorney Shuler reported the current ordinance provides a double permit fee as the only penalty for people that do construction or development without a permit. He stated at Mr. Moron's request the Board had directed him to create a new ordinance increasing the penalties beyond the double permit fee and imposing new penalties. He said last week Mr. Moron contacted him and explained with the new fee schedule the double permit fee may be a sufficient penalty because it is so high now. Attorney Shuler explained while they are waiting for this to play out factually, he still has direction from the Board to create an ordinance so he wanted to make sure it was on the record that the Board was okay with the pause in this action. Chairman Lockley asked how much an increase in the fee will be. Mr. Moron said it depends on what they are building but they did a study and have collected twice as much as they normally would for the same period. He stated it is working out very well and the contractors are not complaining because they are used to this in other counties. Chairman Lockley asked Mr. Moron to bring it back if it is not enough.

Mr. Moron thanked Mr. Rolstad and said so far the livestreaming is working very well.

County Attorney – Michael Shuler – Report

Attorney Shuler said he provided his report to the Board and does not have any further action items. He offered the following information items:

Action Item

1. Emergency ordinance temporarily halting meetings of the Planning and Zoning Commission and Board of Adjustment and authorizing the County Planner to exercise their powers and duties until August 18, 2020.

Board Action Requested: Motion declaring that an emergency exists and that enactment of this ordinance is necessary.

(This item was handled as Item #10 under Mr. Moron's report.)

Non-Action Items

2. Letter for the record: April 1, 2020, letter from the law firm of Clark Partington on behalf of the developer of the Dollar General in Lanark Village invoking mediation procedures pursuant to s. 70.51 and s. 163.3183(4) concerning the Board's denial of the application for a land use change and zoning change in Lanark Village.

Attorney Shuler said there is also an item 2 A not included in the report but it is a letter from him dated April 14, 2020 that he is required to send by statute to the neighbors surrounding the Dollar General proposed site.

3. Letter for the record: April 20, 2020, letter from Ms. Patricia Funderburk expressing opposition to the Dollar General Store in Lanark Village.
4. Letter for the record: Undated letter from Mr. and Mrs. Bob and Janie Shafer of Lanark Village stating their opposition to the Dollar General Store in Lanark Village.
5. Letter for the record: May 11, 2020, letter from the County Attorney to Mr. Hinson and Mr. Smith regarding a beach access point east of Lot 1, Block E, St. George Island Gulf Beaches, unit 2.

Commissioners' Comments

Chairman Lockley congratulated the Senior Class of Franklin County. He stated they are sorry this year was different in the way they graduated but the Board is proud of them.

Chairman Lockley announced if people were not listening they received the message from Representative Shoaf that the vacation rentals will be open. He said more information will be provided on the website. Mr. Moron explained the information will be on the DBPR website. Chairman Lockley stated Mr. Moron will also add it to the county website. Chairman Lockley reported the COVID-19 virus is still out there so people should be careful. He said they know people have to go back to work but they need to keep Franklin County safe.

Board Information Items

38. Consummating Order from Duke Energy

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 12:48 p.m.

Noah Lockley - Chairman

Attest:

Marcia M. Johnson - Clerk of Courts

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

JUNE 2, 2020

9:00 A.M.

MINUTES

Commissioners Present: Noah Lockley – Chairman, Ricky Jones-Vice-Chairman, Joseph Parrish, William Massey, Bert B. Boldt, II

Others Present: Marcia M. Johnson-Clerk of Court, Erin Griffith-Assistant Finance Director, Michael Moron-County Coordinator, Michael Shuler – County Attorney, Lori P. Hines-Deputy Clerk to the Board.

Call to Order

Chairman Lockley called the meeting to Order.

- 1. To comply with CDC and Government social distancing requirements, the general public will not be allowed in the commission meeting room for this meeting; therefore, this Board of County Commission regular meeting will be conducted via livestream and conference call. Those wanting to view the meeting can use the livestream link (<https://www.youtube.com/user/SGIBeachLife>) or go to Forgotten Coast TV's YouTube Page. The livestream feed will promptly start 5 minutes before the meeting commences. Those wanting to participate during "Public Comments" on the agenda should use the conference call system by dialing 1-844-844-0014 and when prompted enter 540166#. Once the "Public Comments" agenda item is completed, the conference call will be disconnected. 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.*

Prayer and Pledge

There was a prayer followed by the Pledge of Allegiance.

Approval of Minutes

2. Approval of April 30th 2020 Minutes
3. Approval of May 8th 2020 Minutes

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the minutes from the meetings held on April 30, 2020 and May 8, 2020.

Payment of County Bills

4. Bill List for Payment Approval

Commissioner Jones made a motion to approve payment of the County's bills. Commissioner Massey seconded the motion. Chairman Lockley inquired about the payment to the Leon County Board of County Commissioners. Mrs. Griffith said she will answer when her laptop connects.
Motion carried; 5-0.

Public Comments

Mr. Moron instructed the public to indicate on the phone if they wish to speak. Mr. Moron advised the public once public comment are finished he will disconnect the call because the equipment will be needed for 2 other calls during the meeting. He explained the conference system will only be used for public comments and then people will need to go to the livestream of the meeting. He said if livestream goes down they will reactivate the conference system. There were no public comments.

Department Directors Report

Superintendent of Public Works – Howard Nabors

5. Road Department BOCC Report

Mr. Nabors said the grass along the road is grown up in some places and they have not been cutting the area because of the inmate shortage. He reported they used to maintain the state right-of-way along Franklin Blvd. but they are not cutting it either because of the lack of inmates. Mr. Nabors stated he notified the state they would not be cutting this area until the inmates are back. Chairman Lockley asked if the county is supposed to cut the property. Mr. Nabors answered they have cut the property for years but are shorthanded now. He said he contacted the prison but they do not know when the inmates will be available to work. Chairman Lockley reported they will probably not let them work while COVID-19 is still here. Commissioner Boldt questioned if this is an even financial exchange where they use the state prisoners as free labor for the work the county does on state right-of-ways. Mr. Nabors answered no, the state pays the county for this service. Commissioner Jones questioned if their department should go to a temporary 5 day work if this is going to stay this way. Mr. Nabors stated that will still cut off 2 hours each day.

Solid Waste Director – Fonda Davis

6. Solid Waste Directors BOCC Report

7. Apalachicola Dixie Youth League

Mr. Davis did not have any action items. He reported he received information from the Dixie League that they are ready to start playing ball but the decision is up to the Board. Chairman Lockley asked if they have a plan. Mr. Davis replied yes. Mr. Moron said they asked for a waiver and Mr. Gleason said he had one but it is not in the package. He reported they need a waiver on file for each child that is

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participating. He suggested they can get the waiver from Mr. Gleason or have Attorney Shuler provide a waiver. Commissioner Jones reported he has seen the waivers online that counties down south are using and they include COVID-19. Mr. Davis stated they will not travel outside the county and no one will travel in. Mr. Moron explained Mr. Gleason mentioned all the cities traveling to one city on a weekend and playing as a fundraiser but he does not know if the county is comfortable with that. Chairman Lockley asked if they will just play each other right now. Mr. Moron agreed they will just play inside the county. Mr. Davis confirmed that is correct. **On motion by Commissioner Jones, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to approve the plan for playing ball inside the county.** Chairman Lockley asked for some clarification. Commissioner Jones explained they can play each other locally but the plan they submitted did not include playing out of town. Attorney Shuler recommended the Board also authorize Mr. Davis to place a sign stating by entering into the park they waive the right to sue the county. He reported they are doing this at other places so when you enter the park you will waive liability against the county. **On motion by Commissioner Boldt, seconded by Commissioner Parrish, and by unanimous vote of the Board present, it was agreed to authorize Mr. Davis to place the sign.** Chairman Lockley asked how many games there will be. Commissioner Jones said they wanted to play 12 but he does not think there is a restriction on the number of games. Mr. Moron and Commissioner Jones both felt there may be a problem with participation. Chairman Lockley asked about the guidelines for cleaning the bathrooms. Mr. Davis said the cleaning is included and the league will take care of this item. He stated the county will do their normal routine. Chairman Lockley reported the county does not clean at the games so it is up to the league. He questioned if someone will be checking up on this. Mr. Davis reported they can check if that is what the Board wants them to do. Chairman Lockley explained they will need someone at every game to make sure this is done. He said right now the county crew is not required to be at the games. Mr. Davis agreed that is correct. Commissioner Jones suggested this could be accomplished by having someone randomly check without being there the whole time. Mr. Davis said with no tournaments the department can afford to pay a little overtime. Chairman Lockley stated they should be paid because he does not like to send someone on their time off. Mr. Moron reported it is a good idea to have a staff member at every game to monitor the situation. He said the concessions are not the county's responsibility but the bathrooms are. Mr. Moron stated there is also an option for parents that do not want their children to play and they receive their shirt, a hat and a voucher for next year. Chairman Lockley said they also have to monitor people for social distancing. He reported the county employee would be there to make sure they go by all the guidelines. Commissioner Boldt stated having a member of the county staff present shows the county intends to do everything right. Chairman Lockley said once they know the county is checking they may do it right. Commissioner Jones stated they will need 3 employees because they play in 3 places at the same time. Chairman Lockley asked how long the games will be. Commissioner Jones said they can go for 1-3 hours. Chairman Lockley said that will only be half a day for 3 men. Mr. Davis agreed they can make this work. Mr. Moron reported the coaches and district administration are responsible and will self-regulate. He said they do not want someone to get sick and trace it back to one of the games. Chairman Lockley stated tell them to have fun and be careful.

Mr. Davis said in relation to the dune walkovers at Alligator Point there is one that may be on private property but there is no survey and they need to confirm the location. Commissioner Boldt asked Attorney Shuler to look at the plat to determine if it is on private property. Attorney Shuler said he will work with Mr. Davis on this matter. Commissioner Boldt asked when the other dune walkovers will be

removed. Mr. Davis replied hopefully they will start tomorrow on Bald Point. Commissioner Boldt explained they are dismantling them because they are unsafe but a FEMA reimbursement is pending for re-building the walkovers. Mr. Davis reported they will rope off the same width of the dune walkover. Chairman Lockley asked if they got a permit to go on the private land in the beginning. Mr. Pierce explained when the dune walkovers were built they made an assumption on the property line and it was at an angle so the tip of the dune walkover was built on private property. Attorney Shuler reported if there is not an existing survey showing the location of the dune walkover on the property, he would have to order a survey showing the location before he can advise the Board on whether or not it is on private property. He stated if the dune walkover is on private property they cannot remove it until they receive permission from the landowner. **Commissioner Boldt made a motion to get a survey of the dune walkover at Alligator Point if there is not an existing survey. Commissioner Jones seconded the motion.** Commissioner Massey suggested it may be cheaper to ask permission from the landowner to remove the dune walkover instead of paying for a survey. Attorney Shuler said he will also explore that option. Commissioner Massey reported it will cost a lot to get a survey. Attorney Shuler said the last survey he ordered was \$450. Commissioner Jones explained they will need a survey when they rebuild the dune walkover to determine where to put it. **Motion carried; 5-0.**

Mr. Davis reminded the Board the tipping fee for yard trash is \$45 per ton but everything else is \$65 per ton. He reported they are overwhelmed with yard trash debris. Mr. Davis stated he appreciates the Board voting to get the incinerator repaired. He said the tub grinder costs a lot to operate so they may need to think about it. Mr. Davis reported they have let the residents dump yard trash free for 2 years and he asked if they want to continue to allow that or go back to charging. Commissioner Jones said that has lapsed because they put a time limit on it when they originally voted on it. He asked if it is cheaper to pick the yard trash up on the side of the road or have the residents bring the yard trash to them. Mr. Davis explained the debris has not slowed down but white goods and construction debris have slowed down. He said some debris is coming in from land clearing. Commissioner Massey questioned what other counties are charging for yard debris. Mr. Davis said either they are not taking it or it is more than Franklin County charges because they think debris is coming in from other counties. Commissioner Massey explained Wakulla County does not have a dump so they are bringing their debris into Alligator Point and dumping it. Chairman Lockley asked if they can charge people from out of the county more than residents of the county for dumping their yard trash. Attorney Shuler said he has not seen this happen in other counties but he would need to research this matter. Chairman Lockley stated these people are helping to fill up the landfill but they are not residents so the fee should be more. Attorney Shuler questioned how county staff can enforce this and how they would determine the debris came from another county. He said the only time he has heard of a different fee schedule for out of county was in reference to the beach driving permit in Gulf County. He explained he has never seen this applied to garbage and they would get into interstate commerce and federal regulations. Attorney Shuler said he is not sure how much money would be generated or how this would be enforced but he will look into it if that is the direction of the Board. Commissioner Massey stated there is no way to tell where the debris comes from. Chairman Lockley said he was just thinking about it. Commissioner Boldt reported it was a good thought because the landfill has a limited life and they must plan to expand it at some point. He stated the \$20 difference in some items being placed there is something the Board should consider. Commissioner Boldt said maybe everything needs to be \$65 per ton. **Commissioner Jones made a motion to table this item until the next meeting so Mr. Davis can bring his recommendation. Commissioner Parrish seconded the motion.** Chairman

Lockley reported they can track the debris because they can track the permits issued. **Motion carried; 5-0.**

Commissioner Boldt stated in the past there was a central location in Lanark Village for yard debris and everyone took their yard trash there. He asked if this is realistic and could be put back in place again. Commissioner Massey explained they had a central location but people dumped everything including household garbage. He said Mr. Davis spent days cleaning up the area. Commissioner Massey stated if people would abide by the rules it would work but they will not.

Commissioner Boldt thanked Mr. Davis for the trash collection at the designated beach accesses on Alligator Point. Mr. Davis stated he received some calls on the Leave No Trace Ordinance and they were a little behind but they are back on track now.

Commissioner Boldt inquired if the incinerator has been overhauled. Mr. Davis stated they are still working on it.

Sheriff - A. J. Smith - Proposal

10. Sheriff A.J. Smith Parking Enforcement Officer Proposal

Sheriff Smith said he has been handling these parking situations in the summer since he has been Sheriff. He reported the parking situation at Alligator Point is pretty extreme and recently more on St. George Island. He stated he sent a proposal for a part time enforcement person (not law enforcement) to address the parking issues. Sheriff Smith said the biggest thing is where the money is coming from for this position. Sheriff Smith stated the deputies do not have time to do their law enforcement jobs because they are parking attendants. He said the traffic issue is huge on the weekend and is taking a lot of time and resources. Sheriff Smith reported they are looking for suggestions and ideas on how to address this issue. He said the only time parking is an issue is on weekends and in the summer. Sheriff Smith commented a lot of communities have a person that does strictly parking and law enforcement does not have to address it. Chairman Lockley asked how many people he is suggesting. Sheriff Smith recommended a person at Alligator Point and a person at St. George Island on Saturday and Sunday. He suggested this position could be during the day with an hourly wage and no benefits. He reported this person would write tickets and help with cars that need to be towed. Sheriff Smith said having the wreckers roam on Alligator Point has been a big help but has not solved the issue. Sheriff Smith explained he has been communicating with the residents at the beach and there are law enforcement issues with people on the beach and they are littering and indecent exposure. He reported the deputies are going to have to get on the beach to address these issues. Commissioner Massey questioned how much this position would pay an hour. Sheriff Smith replied \$10-\$15 per hour. Commissioner Jones said if the person is non law enforcement how does it help with the other issues. Sheriff Smith explained it will allow the deputies to devote their time to these issues. Commissioner Boldt discussed using off duty officers that would like extra work before they consider other individuals. Sheriff Smith reported time and half is more expensive than a part time position. Commissioner Massey agreed it is cheaper to hire other people. Chairman Lockley agreed they need to separate the parking and let the deputies address the law enforcement issues. Commissioner Boldt inquired if there is money to do this. Commissioner Jones pointed out if they are talking about a supplemental budget then it must be advertised and public hearings held. Sheriff Smith reported he

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does not care who the person works for. He reported golf carts are also an issue on St. George Island and those complaints have to wait if the officers are busy writing parking tickets. Commissioner Boldt stated this is a long historic problem. Chairman Lockley said this is not going to get better so they have to do something. He asked if the person would have to work for the Sheriff to be able to write a ticket. Sheriff Smith stated Attorney Shuler could tell them but he thinks as long as they are under a government entity they could write the tickets. Chairman Lockley stated Florida is a tourist state and they are bringing in people with no conditions. Sheriff Smith agreed it is not the local people that are creating this problem. Commissioner Boldt reported the local people are exhausted with this issue as he heard at Alligator Point and Bald Point. Chairman Lockley stated the people that are bringing in the people and renting the houses are not contributing. He questioned if the Tourist Development Council (TDC) should also be contributing. Chairman Lockley stated they need to look at this issue because it is not going to stop. Commissioner Jones reported the use of TDC funds for an officer is not allowed. Chairman Lockley said this needs to be re-written because TDC is bringing the people in and needs to contribute. **Commissioner Jones made a motion to go out for an Attorney General's opinion on whether they can do this or not with the money.** Commissioner Jones stated since the Chairman would like to know he wants the opinion. **Commissioner Parrish seconded the motion.** Attorney Shuler explained in order to seek an Attorney General opinion he must first write a legal opinion on behalf of the county and in his opinion using TDC funds for law enforcement is not something they can do. **Commissioner Jones withdrew his motion. Commissioner Parrish withdrew his second.** Chairman Lockley asked who is supposed to pay for this. Attorney Shuler reported law enforcement is a general revenue obligation of the county and paid for out of ad valorem taxes which is part of the annual budgeting process. Commissioner Jones stated that comes back to doing a supplemental budget. Commissioner Massey reported they can add another penny tax. Attorney Shuler reported he has been asked and is presently looking into a proposal for a one penny increase in the TDC tax and the potential uses but he is not ready to report on this matter today. Chairman Lockley questioned why TDC is receiving the money if they are not going to pay for this item. Commissioner Jones said because they are promoting and advertising like the Board wants. Chairman Lockley questioned why they are putting up the tax for TDC if it is not going to accomplish what they are doing. Mr. Pierce stated they may be able to do this because TDC funds can be used to build improvements to serve the tourists such as parking lots and structures. Mrs. Griffith said it is unfair that they are spending so much to bring people here and then there is not proper parking. She reported they probably need to look for a long term solution. Chairman Lockley said TDC is advertising every day but the county does not have the infrastructure. Mr. Moron reported the money is being spent correctly in advertising but the county does not have the infrastructure to support the amount of tourists that are coming in. He said they must find a way to use the increase in TDC funds to create infrastructure. Mr. Moron explained this will not happen in a year or two but they need a long term plan. He stated maybe they can plan with input from the Sheriff on what helps to ease the role of the deputies. Mr. Moron stated it will require long term planning and the willingness of the Board to add another cent that the tourists pay to increase the infrastructure so the cost does not fall on the citizens. Mr. Moron said Commissioner Parrish has said it and it is true no one wants to pay any more taxes. He stated TDC is doing an excellent job of advertising but the lack of infrastructure is causing a problem. Commissioner Parrish reported over the years he has repeated and got no response to TDC monies being spent on infrastructure. He stated for years they did not have a public restroom in Apalachicola but now they do. Commissioner Parrish reported parking is still an issue not only at Alligator Point and St. George Island but also in Apalachicola. He stated this has been brought up many times but it did not go

anywhere and they are discussing it again today. Chairman Lockley reported he is not ready to have an extra penny for TDC until they rewrite the rules. He stated the citizens are not bringing the people in so they should not have to pay the taxes but they must accommodate the people they are bringing in. Sheriff Smith agreed building the infrastructure is a great way to alleviate the problem but he was asking for a short term solution. He estimated it would cost \$8,000-\$10,000 to have someone do this job at both places for the summer on weekends. Sheriff Smith stated they are seeing record crowds on the weekends. He explained there have been a lot of complaints about traffic and he could use everyone on the day shift to work traffic because of the volume. Commissioner Massey said Alligator Point does not want the people down there and they are going to continue to call the Sheriff. He reported St. George Island is inviting them there. Chairman Lockley said they need a parking lot and if there is no additional property they can go up. He reported they also need additional parking at the Courthouse. He stated they need a study on the number of people coming into the county every day. **Commissioner Boldt made a motion that for the short term they give the Sheriff a budget.** Mrs. Griffith interjected the Board would need to have a public hearing to increase the Sheriff's budget. She stated it may be easier to find a county department to perform this task if they do not have to be law enforcement officers. She reported they may be able to add these duties to the individuals that do the Leave No Trace enforcement because these individuals are already part time employees for the summer. Commissioner Boldt asked if they can find some money to do the parking enforcement. Mrs. Griffith said that is up to the Board but they could use their Reserve for Contingency if they feel like that is a wise use of funds. Commissioner Massey questioned if they can use the workers that are working for Mr. Davis because they have them for the summer. Mrs. Griffith explained they are paid from the Workforce program and she does not know if that is allowed. She commented the county is not paying the workers directly. Mr. Moron reported those workers are strictly for any work related to Hurricane Michael recovery. Commissioner Parrish stated the proposal also calls for a vehicle with amber lighting. He reported they do not even know what the total costs to run the program is or where the money is coming from. Commissioner Parrish stated it is not just an hourly wage because the person must have a vehicle, insurance and other things that go along with the program. He was not sure what county department could run this program and know these people are working unless it is the Sheriff's Department. Commissioner Parrish stated they must be responding to the Sheriff because there is also a requirement for a radio in the proposal. Sheriff Smith said they could do without a radio. Commissioner Parrish said they do not know where the money is coming from and have already been told they are going to have a budget shortfall this year. He stated people may be losing jobs because they do not know what the effects of COVID-19 are going to have on the county budget. Commissioner Parrish reported if the budget is shorter than last year then they would need to raise the millage rate to get to the same number they had last year unless they make budget cuts. He explained all this must be considered when they are trying to find money to implement a program that was not budgeted for. Commissioner Parrish said he is not saying he is for or against the program but these things must be considered and the Board needs to be prepared to stand up and raise the budget next year. Commissioner Parrish stated he does not want to pay any more taxes and neither do the people he talks to. He said they would need to raise taxes or lay people off to make room for another job to take care of the parking issue. Chairman Lockley said they need a workshop to solve this matter but the problem is here now. He reported they need to see if they can find some money or see what TDC can do. Commissioner Parrish stated if they take money out of Reserve for Contingency then they must raise taxes next year to put it back so they have \$1 million in the fund. He explained if the county had not had the Reserve for Contingency during Hurricane Michael they would have been in trouble.

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Commissioner Parrish stated he does not want the Reserve for Contingency to get below \$1 million because during Hurricane Michael they spent almost all of the fund because they have to spend the money before FEMA reimburses the county. He reported it has almost been 2 years since Hurricane Michael and they have not received all of the money back from FEMA. Mr. Moron clarified they are not faulting TDC because they are doing a good job. Mrs. Griffith explained TDC is limited by Florida Statutes on what they can do with the proceeds. She reported the percent they have in place now does not allow for infrastructure spending. Mrs. Griffith said what TDC can do is limited so that is one of the reasons they have not done much for infrastructure out of the funds they are currently collecting. Commissioner Massey said they want TDC to pay for everything but there is only so much TDC can do. Mr. Moron reported they are talking about Reserve for Contingency and the Emergency Management Director is going to tell them about a storm that is headed into the Gulf of Mexico within the next day or two and it is just the start of the season. He explained they need a comprehensive discussion about long term plans. Chairman Lockley suggested they contact other counties that have already addressed these issues and ask them for advice. Chairman Lockley reported the TDC is doing a good job but someone is not paying their share. He explained the person paying ad valorem taxes should not pay for these services. Commissioner Jones assured the Board the TDC will do everything they can to alleviate these issues but they cannot pay the ticket person. Sheriff Smith reported it is good they are talking about this and starting to put a plan together. He stated his department will do all they can but parking issues will be a low priority call. Commissioner Jones pointed out the TDC is also looking at a budget restriction on the money coming in. He stated there is probably \$200,000-\$250,000 of money they had budgeted that is not coming in. Commissioner Parrish reported he is hearing complaints about people parking on private property and he wants to know if the property owner can have that person towed without calling the Sheriff. Sheriff Smith answered yes, but sometimes the property owner calls them because they are scared to confront the person. Sheriff Smith reported they respond because the person could be arrested and charged with trespassing. He said the deputies are good at multi-tasking and doing what they are required to do. Sheriff Smith stated he hopes they have a workshop to fix some of these issues. He talked about the traffic and said they are probably going to start some special enforcement initiatives to slow some of these issues down. **Commissioner Parrish made a motion to direct county staff to examine this problem and see where they need to go to find a solution to the problem the Sheriff is referring to. Commissioner Boldt seconded the motion.** Chairman Lockley asked if they will also find out who should be participating and what they can use the tax for. Commissioner Boldt reported they should also contact other sheriffs so see what they are doing. Commissioner Parrish asked them to check and see if any civic organizations can help to fund this in the different locations of the county so they would have private funds instead of raising taxes. He reported that would address the problem in the short term and they know they need to come up with a plan for the long term. Chairman Lockley asked if they can use any Triumph or RESTORE funds. Mr. Pierce said they may use RESTORE funds for a long term solution but they would need to go to the U.S. Treasury for an amendment to their plan. He stated it would not be this year but maybe next year. Mr. Pierce said they are doing a stormwater plan at St. George Island using RESTORE funds and in the next few months they will advertise for a firm to do the design work. He stated this stormwater plan would also include parking issues. Mr. Pierce reported a couple of years ago the Alligator Point Taxpayers Association (APTA) had some funds available and were looking at options so they may be interested in being a partner. Mr. Moron stated they wanted to hire a part time deputy. Commissioner Parrish said maybe they can use the money to hire a traffic control officer. He reported the budget will be short and he does not want to increase any more than

is absolutely necessary. He stated they have to work together because this cannot all fall on the county. Commissioner Boldt reported he has heard APTA may consider funding some of this issue. Mr. Moron asked if a certification is needed. Sheriff Smith reported some training would be needed. Chairman Lockley asked about the timeframe. Mr. Moron said they will look into this and let them know at the next meeting when they can set up a workshop. Sheriff Smith asked if they will discuss the boot issue for the cars at the meeting because it would make it easier for his department and the wreckers. Mr. Moron reported Attorney Shuler is already working on amending the ordinance and that must be advertised and requires a public hearing. Sheriff Smith inquired when that will be done. Attorney Shuler stated he likes the idea of tying the issues together. He went on to say he would be presenting an amendment to the ordinance and then the Board would be having a subsequent workshop talking about a more comprehensive solution or plan to address the parking issue. He recommended they put the ideas together in a workshop setting and once a decision is made they can move on from there. **Motion carried; 5-0.**

Emergency Management Director – Pam Brownell

Mrs. Brownell presented her report, as follows:

8. Action Items:

A-1. Request the Boards approval and signing of the following grants:

- a. Emergency Management Performance Grant in the amount of \$53,720.00
- b. Emergency Management Performance Grant, COVID-19 Supplemental in the amount of \$7,975.79
- c. Emergency Management Preparedness and Assistance Grant in the amount of \$105,806.00

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the grants.

A-2. Request the Boards approval and signing of the Non-Congregate Sheltering Checklist.

On motion by Commissioner Jones, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to approve and sign the Non-Congregate Sheltering Checklist.

A-3. Request the Boards approval and signing of the Non-Congregate Sheltering Request Letter to be sent to FEMA for approval.

Mrs. Brownell stated this letter asks FEMA for reimbursement of the COVID-19 sheltering costs. **On motion by Commissioner Boldt, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to approve and sign the Non-Congregate Shelter Request Letter to be sent to FEMA for approval.**

Mrs. Brownell reported when the Board looks at the packet that Mrs. Jennifer Daniels prepared the county already has the money for anything that says obligated. She stated the county has 9 projects that are held up at FEMA but everything else has been paid to date.

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Chairman Lockley inquired about the storm. Mrs. Brownell reported the storm is not in the Gulf of Mexico yet but could be by the middle of the week. She stated the predictions have the storm heading to Louisiana or Texas but it is too early to know for sure. Chairman Lockley explained between COVID-19 and the storms they could have a problem if people have to evacuate. Mrs. Brownell stated she is working on a plan to address people that need to evacuate that have been exposed or have COVID-19. She explained the federal government says they must quarantine and the county must find sheltering for that person. Mrs. Brownell reported she will work with Attorney Shuler on an agreement if she finds a hotel that will take the COVID-19 patients. Commissioner Parrish asked what will happen if the county puts deposits on rooms and the person goes there during a storm and the place loses power. He also inquired if the person has COVID-19 who will take care of the person. Commissioner Parrish stated the federal and state approach to this situation makes no sense and there are many questions. He reported this will also affect the county budget because this is money they have to spend that is not budgeted. Commissioner Parrish stated this will be paid from Reserve for Contingency and he does not know how rural counties are going to pay for this. He explained the county has not even been reimbursed yet for Hurricane Michael from 2 year ago. Commissioner Parrish said he does not know where all the money is coming from for all these items and then it may take years to be reimbursed. He pointed out this brings out the importance of having the Reserve for Contingency and not spending it because they could run out of money if they were impacted by another Hurricane Michael in the middle of COVID-19. He explained rural counties have received no money from the Cares Act for COVID-19 because you must have a population of 500,000 to qualify. Commissioner Parrish asked how they determine how many hotel rooms they need and if Department of Health (DOH) certifies the person has COVID-19 or has been in contact with it. Commissioner Massey said the shelters may not be open. Mrs. Brownell reported the general population shelters and special needs shelters will be open. She stated DOH will certify anyone that needs to go into quarantine and in the plan they will address hotels that have generators. She stated they will not send someone to a hotel that does not have a generator. Mrs. Brownell reported she met with DOH yesterday about the sheltering issue and they will be responsible for daily calls to the people that are quarantined and they will coordinate where these individuals are going. She went on to say if the person is getting worse the DOH will send someone to the person to determine whether they need to go to a hospital or stay sheltered in place. Commissioner Parrish stated that answers some of his questions but not the money issue. Mrs. Brownell reported she sent the email to the Commissioners that she received from the state saying this issue is on the county. Mrs. Brownell reported they have started some of their COVID-19 PA work to try and get some of the money they have spent back into the county. She stated she will try to enter into a Memorandum of Understanding (MOU) with the hotels rather than arrange deposits. She explained they will then try to find hotels that meet the requirements. She reported she will work with Attorney Shuler on this plan to make sure everything is done to protect the county. Commissioner Parrish asked if they will pay elevated hotel rates due to the cleaning requirements for the COVID-19 patients and if this amount is reimbursed by FEMA. Mrs. Brownell said she does not know but the hotel should already be disinfecting the rooms. Commissioner Massey reported there are no COVID-19 cases in the county so they should not need any hotel rooms. Mrs. Brownell explained they still have to plan but will not provide rooms unless DOH certifies someone has COVID-19 and needs isolated sheltering. She reported hopefully the person has transportation because if they do not the county will have to provide transportation. Mr. Moron discussed the process for obtaining these rooms. Mrs. Brownell said Leon County only has 14 rooms and they are not at the best hotels. Commissioner Parrish said it seems like the state should secure some hotels for these individuals. Mr. Moron

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reported the state should have a shelter for this region for people with or exposed to COVID-19. Attorney Shuler stated he does not want to prejudge a negotiation that has not occurred but he wants to bring up what he believes will be an insurmountable legal problem with this process. He said he anticipates that any motel will ask Franklin County to provide an unlimited indemnification and the county cannot do that. Attorney Shuler reported they may be going through a planning process that never even starts because the county cannot indemnify a private corporation through the use of the full faith and credit of Franklin County government. He said this may not come up but if it does the county cannot legally do this. Chairman Lockley stated they need to notify the state they need a better plan. Attorney Shuler explained they can make the county go through a planning process but they cannot make the county violate the law if the process they create leads the county to that point in the negotiation. He reported this would not be unusual because he had to strike items for indemnification in the contract for the new Emergency Operations Center (EOC) design and the state agreed to remove these items. Commissioner Massey reported Mrs. Brownell must provide a deposit and the county will lose the deposit if they do not use the rooms. Attorney Shuler stated the money is probably not reimbursable. Mrs. Brownell agreed it is not reimbursable. She reported Leon County has paid \$1,200 in deposits and that is all the rooms they could find. Mrs. Brownell suggested the Board write a letter to the Governor addressing this issue. Commissioner Parrish asked when the county's liability stops if they send someone to a motel. Commissioner Massey expressed concern that some people will not have the money to leave the county and then the county will pay to send these individuals. Commissioner Parrish said Mrs. Brownell is doing what she was directed to do but he is looking ahead to how they are going to do this and who is going to pay for it. Commissioner Boldt questioned if the county has language in their liability insurance to cover these issues. Attorney Shuler reported they would need to contact the insurance company but he doubts they have a COVID-19 waiver at this point. He asked Mrs. Griffith if the insurance carrier has sent any amendments to the current policy. Mrs. Griffith said for first responders and law enforcement they have some coverage available for workers compensation claims with COVID-19 related issues. She stated she would need to contact the insurance company about any general liability concerns. Commissioner Boldt said they should contact them. Commissioner Massey reported no one in the state is ready for this. Commissioner Boldt suggested they contact commissioners in other counties to see how they are addressing this. Mrs. Brownell said she is working on a plan and they are having to amend their shelter plan. Mr. Pierce asked if the Board has to adopt the plan before it is effective. Mrs. Brownell replied yes. She said she is hoping they do not have any cases but she is required to have a plan. She explained the documents they are signing today are going to FEMA so if they have to send someone FEMA will reimburse them for 75% of the cost. Mrs. Brownell said they will still run the Transportation Disadvantaged buses so people can go to the general population shelters. She reported the general population and special needs shelters will be open in Leon County. She stated the Health Department will be helping to work the special needs shelter. Mrs. Brownell reported the shelter in Liberty County will also be open. She explained unless they pick up people and take them to the shelters they cannot designate where they go. She stated they take the residents to the shelter at Leon County High School and once they drop them off they are the responsibility of Leon County at the shelter until they are picked up. She said this will be a different situation with COVID-19. Chairman Lockley said in the past the Chairman has made decisions about the hurricanes and he asked if they want to use the same process this year. Mr. Moron stated they are already doing this with COVID-19 so they will follow the same route unless something happens. He explained the LSE is being extended week to week and the Board ratifies the Chairman's signature. Chairman Lockley said he wanted to clarify that he has the same authority for

hurricanes. Mr. Moron explained in the past it has been Mrs. Brownell and the Chairman addressing this matter. Mrs. Brownell agreed that is what they have done in the past but they need to understand if there is a storm that will be a separate LSE for that storm. Mr. Moron said he believes the Board is in agreement with the same process they have used for years.

Information Items:

I-1. Franklin County EOC has been working with FDEM (Florida Division of Emergency Management), FEMA, and DOH (Department of Health) to update our existing Shelter Plans. These updates will address the COVID-19 issues and the unique sheltering requirements needed to protect individuals. The Non-Congregate Sheltering Checklist and Non-Congregate Shelter Request Letter are items needed for these updates.

I-2. HURRICANE SEASON BEGAN YESTERDAY JUNE 1, 2020.

I-3. 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 DOH Franklin County over the past 5 years. We are in the Construction stage now.

I-4. EOC Staff has sent in the reporting documentation for the CERT (Community Emergency Response Team) Grant.

I-5. 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.

I-6. EOC has been making cloth mask. We have given approximately 200 masks to the Security Officer at the Court House to give out to the public as needed to assist with COVID 19 protection.

I-7. EOC Staff continue to participate in conference calls (Approximately 10 calls weekly) with the State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with missions for PPE, Local State of Emergency, and SitReps.

I-8. EOC advertised for the SPN Coordinator/Office Admin position. We had 7 applicants and have interviewed all who applied. EOC has made a choice on the applicant best qualified for the position and will report back to the Board upon acceptance of the position.

I-9. FCEM Staff continues to work on FEMA reimbursement claims from Hurricane Michael. (Please see the Attached Report regarding Hurricane Michael Projects). This includes working with FEMA staff regarding mitigation of damaged parks, roads, etc. Mitigation takes some time but EOC Staff continue to work diligently with FEMA Staff on the most beneficial repairs for Franklin County. Attached is an update of FEMA projects. EOC Staff has begun the FEMA reimbursement claim process for COVID 19.

I-10. 05/25/20 monthly IPAWS (Integrated Public Alert and Warning System) Testing successful.

I-11. Franklin County EOC has partnered with WeatherSTEM and there are now 6 WeatherSTEM sites in Franklin County. These locations are St. George Island Bridge, Ochlockonee Boat Ramp, Island View Park, Franklin County EOC, FSU Coastal Marine Lab and Franklin County School. We would like to thank the WeatherSTEM Team for making this possible. To view the live feed from any of these locations go to <http://franklin.weatherstem.com/>. Below is a sample of the real time information you can view from any of the sites.

Extension Office Director – Erik Lovstrand

Mr. Lovstrand said he does not have any action items. He offered to answer any questions about his department. Mr. Lovstrand stated he is occupying his office if the Board needs to set up an appointment and see him. Chairman Lockley asked if his office received any special instructions in regard to COVID-19. Mr. Lovstrand answered yes, the University of Florida (UF) has a lot of

guidelines based on the Center for Disease Control and Prevention (CDC) rules. He reported he is seeing people by appointment if required, otherwise they are handling things via email and telephone. Chairman Lockley asked if they moved into the new office. Mr. Lovestrand responded yes. Chairman Lockley discussed visiting the new office with Mr. Lovestrand.

9. General Extension Activities:

- The Public has still been able to reach Extension staff for assistance during this period of curtailed face-to-face interactions. Staff are currently occupying the Extension office and conducting limited interactions with the public by appointment when a face-to-face meeting is required. Most assistance is being provided by phone or internet at this time.
- During this period the Extension office assisted citizens in on the topics of soil tests, establishing a lawn on storm damaged property, injured wildlife, snake identification, citrus psyllid identification/trapping, and more.
- Extension Director currently serving an “interim” role as the Wakulla County CED to provide assistance during the transition with a retiring CED and new CED coming in June. Minimal time involvement is required as the Wakulla office personnel are handling all office operations as usual.

Sea Grant Extension:

- Extension Director participated in weekly Zoom meetings with statewide Sea Grant faculty and program administration.
- Extension Director is collaborating with other Sea Grant faculty to conduct an in-service training in July for other UF Extension agents about Seafood safety. The program will take place via distance-learning technology.
- Extension Director collaborating with other Sea Grant faculty from UF and Auburn University to assess damage to oyster growing leases from Hurricane Michael and worked with growers to find what practices and gear types worked best during this type of event. The project will produce a template for storm preparation by shellfish growers.

4-H Youth Development:

- The Statewide 4-H office, in coordination with County Extension faculty, has created a new virtual 4-H website called Florida 4-H Adventures, located at http://florida4h.org/programsandevents_/4-h-adventures/
- This site has over 50 programs for 4-H members to choose from for virtual adventures during this time when you cannot meet in club meetings. Parents and youth have been making much use of the site so far.

Family and Consumer Sciences:

- Family Nutrition Program (FNP) classroom programs are being transitioned to a distance learning platforms to complete lessons for this school year.

Horticulture/Agricultures:

- All Master Gardener classes are still being conducted in an online format. Volunteers are now allowed to return to work at IFAS facilities in limited numbers with several precautions being taken (particularly with higher-risk individuals).
- Many people have been making good use of more time at home to start a spring garden so the number of calls for assistance has been increasing accordingly.

The meeting recessed at 10:49 a.m.

The meeting reconvened at 10:58 a.m.

U.S. Census Bureau - Evelin Ramirez (Representative) – Update

Mr. Moron stated Ms. Ramirez is present via telephone. Ms. Ramirez thanked the Census Complete Count (CCC) Committee for their work. She reported they are not done yet and have to continue moving forward to make sure they get their share of the federal funding and representation. She stated she has been able to secure some items promoting census awareness to share with the community and she provided interim chair Mrs. Cortni Bankston's contact information. She reported the way to get involved is to join the CCC Committee and they are looking for a chair and co-chair in addition to members of the community. Ms. Ramirez stated people can make calls on behalf of the census, post on a social media platform or share their ideas. She explained it is for a short amount of time because they only have until October to complete the process. She stated anyone interested can contact Mrs. Bankston at (850) 653-9783 or email to fccensus2020@franklincountyflorida.com. Ms. Ramirez reported the population counts they have by the end of the year will determine the future of Franklin County for the next 10 years. She explained they need to make sure they have the count to insure Franklin County has the free lunch program that is 100% funded under Title I. She said rather than looking at the halt to field operations as a negative they need to look at it as an opportunity with the extended times to get the word out. She reported they do not count rental properties, they count people. Ms. Ramirez stated the world changed quickly with COVID-19 but they resumed field operations in May. She said Franklin County has a huge number of post office boxes and they did not send questionnaires to post office boxes so field operations have left paper questionnaires at physical addresses. She explained last year they did address canvassing to verify physical addresses so they have a blueprint of where households are. Ms. Ramirez reported if they did not get a census form at their post office box then they will have one dropped off at their household. She stated this form will provide a number to call, a website and a census code to use. Ms. Ramirez provided instructions for completing the census. She stated they can also go to my2020census and fill out the forms online. She reported people can also call 1-844-330-2020 and 1-844-468-2020 (Spanish speaking) to complete the census. Ms. Ramirez explained some of the wait times can be long over the phone because they are working with a reduced staff. Ms. Ramirez said the response rate for Franklin County as of May 31st is 29.3%. She explained the response rates give an estimate of the households that are responding and gives them an idea of the areas they need to focus on but it is not the population count. She went on to say the population count is the goal and determines the funding which is \$4 trillion over 10 years or \$675,000 annually plus more representation. Ms. Ramirez reported the funding is based on population numbers and they will have those numbers on December 31, 2020. She explained you can view live response rates and how other counties are responding at 2020census.gov/en/response-rates. She discussed outreach that has been done with public service announcements, posters, social media and with promotional items. She highlighted the money spent by the Census Bureau for advertising in the county. Ms. Ramirez stated because the census is constitutionally mandated it is understood that it is local government and states that must provide funding. She reported the questionnaires have gone out and they must re-invigorate the message. She explained the ways to get the community involved in the census and clarified they count people not empty properties. Ms. Ramirez said she wants to make sure people understand that they have a limited time to get this right. She stated they need to move forward and need more people to get involved. She suggested people read the materials available so they understand why the census is important. Mr. Moron reported the Board approved a full page advertisement for the census and it will be submitted to the newspaper this week. Ms. Ramirez thanked everyone for their efforts and offered to answer any questions. She thanked the Board who is a legacy partner that continues to lend support and reaches out to the community. She

asked that they mention the census every time they have a meeting. Commissioner Boldt asked if the census deadline has been extended due to the virus. Ms. Ramirez replied yes, the census response has been extended until the end of summer which is why the CCC Committee is still working.

Community Action Agency - Angela Webster (Case Manager) - Report

12. CACAA BOCC Report

Ms. Webster provided her report, as follows:

ESF 15 REPORT FOR EASTPOINT LIMEROCK FIRE SURVIVORS

The agency continues to work with a total of (10) cases, (2) of which the Board has approved use of fire relief funds. These two cases include:

- **582-B Ridge Road** was board approved for use of \$7300, of which only \$5500 was required for job completion
- **579 Ridge Road** was board approved for use of \$4063.64, however the job is incomplete. *During submission of required documents for services, the survivors mentioned someone being shocked when touching the roof. I reached out to Steve Paterson, Building Inspector, to have him assess the home. After his inspection, Mr. Paterson advised me to call an electrician. I reached out to Mike Cates, a local electrician, who informed me the roof is electrified. Mr. Cates also informed me that Cates Electric was not willing to accept the liability associated with the job. I followed up with the survivors to inform them although the County has approved repairs, our agency cannot schedule repairs until the wiring issue is addressed. I directed the survivors to contact Duke Energy as well as an electrician to address and correct the wiring issue. At this time, it is unknown as to whether or not the wiring issue is a result of the fire, however I did inform the survivors if there is proof the issue is a result of the fire, we are willing to assist with the cost. I continue to follow up with the survivors, but an electrician still has not reassessed the electrical issue. According to the survivor, the electrical issue has been resolved, but it has been challenging to acquire an electrician willing to reassess the roof and confirm issue resolved.*

Mrs. Webster explained she reached out to other electricians to re-assess this situation but they are not interested in signing off on this because it is not their work. Chairman Lockley asked if this is a new home. Ms. Webster answered no, but she thinks it had additions added and that plays a part in why the electricians do not want to sign off on the work.

The remaining (8) cases are listed below:

ADDRESS	NOTES
607 Wilderness Road	<i>Request transfer of title on camper trailer for loss of residence</i>
582-C Ridge Road	<i>Request transfer of title on camper trailer for loss of residence; owns property which is not zoned for campers – will receive donated Sheriff trailer</i>

B.

595 Ridge Road	<i>Property owner has instructed agency to not pursue replacement for loss of residence on this property, and has not transferred ownership to occupant. Extend lease on camper for 6 months.</i>
605-B Wilderness	<i>Request transfer of title on camper trailer for loss of residence</i>
714 Buck Street	<i>CDBG Eligible – land purchase in place</i>
701 Ridge Road	<i>CDBG Eligible – property taxes & land payments current; deed possession</i>
599-B Wilderness Road	<i>Request transfer of title on camper trailer for loss of residence</i>
667 Ridge Road	<i>Requested half cost of \$76,473.32 to finance new mobile home after receiving insurance reimbursement. Offered \$20,000 - first declined, but returned to accept</i>

(3) of the above named cases are requesting transfer of title on camper trailer as replacement for loss of residence. I have received notarized statements, in addition to signatures to confirm receipt of Franklin County Ordinance No. 82-6 in reference to occupancy and use of camper trailers. The agency does not wish to provide a housing solution that may potentially cause an issue for the County. Should the Board be satisfied with the precautions taken, I would like to request board action on the transfer of title for camper trailers as replacement for loss of residence for 607 Wilderness Road, 605-B Wilderness Road and 599-B Wilderness Road. All camper trailers have been appraised for a total of \$23,500. The cost to transfer tags and titles approximately \$450.

BOARD ACTION: Will the Board please approve use of fire relief funds in the amount of \$23,950 to pay for the cost to transfer title as replacement for loss of residence on camper trailers to include the value of the camper trailers as well as the cost to transfer tag and titles?

Commissioner Massey asked if there will be a provision that they cannot sell the camper trailers. Ms. Webster said she can include that if that is what the Board wants. She explained they have done this before but did not have the survivor sign anything about selling. Ms. Webster reported they wanted them to sign that they understand the ordinance so they do not move the camper trailer somewhere that is illegal. Commissioner Parrish stated they allowed camper trailers in this area for a certain amount of time and he asked if that time has expired. Ms. Webster reported it is coming up. Commissioner Parrish said the last time the person moved their camper to an RV park and he questioned if that is what will happen with these 2. Mrs. Webster answered yes, that is why they are required to sign a copy of the ordinance and write a notarized statement so they know if the trailer is not in a trailer park they cannot have it. Mr. Moron explained their agency did not want to encourage something that violated the county’s ordinance. Commissioner Parrish reported he is fine as long as they move the camper trailers to an RV park. Commissioner Massey inquired about the individuals selling the camper trailers. Commissioner Parrish reported they can sell them if they want to but they should not come back to the county looking for a permanent home because these are in lieu of a permanent home. Mr. Moron agreed this is their one chance to get help. **On motion by**

Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve use of the fire relief funds in the amount of \$23,950 to pay for the cost to transfer title on camper trailers as replacement for the loss of residence and to include the value of the camper and the transfer tag and titles.

Limerock Fire survivor previously living at 667 Ridge Road has requested half the cost of \$76,473.32 (*quote received 3/31/2020*) required to finance a new mobile home. Due to the fact that the survivor received an insurance reimbursement on loss of residence we offered \$20,000 to assist with the cost of a new home. The survivor first declined the offer, but has since returned to accept.

BOARD ACTION: Will the Board please approve use of fire relief funds in the amount of \$20,000 to assist survivor of 667 Ridge Road with the cost to finance a new mobile home?

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the use of fire relief funds in the amount of \$20,000 to assist the survivor at 667 Ridge Road with the cost to finance a new mobile home.

We continue to provide temporary housing for a total of (4) Limerock Fire survivors. Of the four survivors (2) are CDBG eligible to include:

- **595 Ridge Road** – *Property owner has restricted agency from pursuing any efforts to replace loss of residence; stated they have secured legal representation and do not wish to receive services from CACAA. Recommend extend camper lease 6 months.*

Commissioner Massey made a motion to approve extending the camper lease at 595 Ridge Road for 6 months. Commissioner Jones seconded the motion. Mr. Moron questioned why the property owner did not want their services. Ms. Webster reported the property was owned by a family member but the person that was living there at the time of the fire had not received the deed but claims to have made all the payments. She explained property owner is the person saying they cannot put anything on the property but they are not the person who lost the home. Ms. Webster said this is a family issue and they have stepped back from this matter. **Motion carried; 5-0.**

- **701 Ridge Road** – *We would like to thank Carrabelle Episcopal Church of Ascension, First Baptist Church of Eastpoint and the Law Office of Steve Watkins in partnership with CACAA's Family Self-Sufficiency program for helping bring this family current in property taxes as well as land payments in an effort to secure permanent housing. This family now meets requirements to pursue CDBG home replacement and has been referred to Deborah Belcher.*
- **714 Buck Street** – *Board approved application for CDBG home replacement contingent upon securing land. Family adopted by Pastor Ronnie McBrayer and Renew, who is currently in the process of securing land on behalf of this family.*

Our fourth family originally requested transfer of title on camper trailer as replacement for loss of residence, however, the family owns their land which is not zoned for campers. After consulting with Deborah Belcher, CDBG grant manager, it was decided that we would provide the family with a Sheriff

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home to be donated by another survivor receiving CDBG home replacement. This will avoid the potential for violation of County Ordinance and reduce the cost to secure permanent housing for this family.

Per your request I have provided the balance on the account of donated funds to include all approved and pending transactions to this date.

	BALANCE (From April 2020 ESF 15 Report)	\$67,305.99
1	582-B Ridge Road – set up Sheriff trailer (Board Approved – job completed as of 5/29/2020)	(5,500.00)
2	579 Ridge Road – vinyl siding repair (Board Approved – pending electrical issue inspection)	(4,063.64)
3	667 Ridge Road – assist with cost of home replacement (Pending board approval)	(20,000.00)
4	599-B Wilderness Road – camper trailer (Pending board approval)	(4,650.00)
6	605-B Wilderness Road – camper trailer (Pending board approval)	(8,150.00)
7	607 Wilderness Road – camper trailer (Pending board approval)	(11,150.00)
	NEW BALANCE	\$13,792.35

Please note there is an additional \$10,000 to be added once balance nears zero, which brings us to a total of \$23,792.35 remaining, should all action items receive Board approval.

Chairman Lockley asked if their office is open yet. Ms. Webster stated they are open and taking applications online. She explained if anyone calls they are allowing them to leave documents in a drop box at their office. Ms. Webster reported she is processing utility assistance for people that do not have access to a computer. Commissioner Parrish questioned if they will continue to help this hurricane season with ESF15. Ms. Webster said she does not think their CEO has any plans to move out of that position. Commissioner Parrish stated he wants to make sure someone is in that place and they have done a good job and he would like to see them stay.

CDBG - Deborah Belcher (Administrator) – Report

Mrs. Belcher presented her report via telephone:

11. Progress since the last report in May 2020:
 - Coordinated final set-up and payments for mobile homes with final building inspections and punch lists complete or expected within a week:
 582 Ridge Road, Paul Sanders
 645 Ridge Road Mary Thomas

754 Ridge Road, Mary and James A. Banks
733 Buck Street, Kathy Hill

- Environmental clearance for purchase of property on Wilderness Road for Arlene King's replacement mobile home, to be funded by ReNew organization. Closing on property acquisition anticipated June 10, 2020.
- Waiting for environmental clearance from DEO for BOCC-approved application from Lucy Bettinger, 697 Ridge Road; this one involves the transfer of Bettinger's donated home to Mary & Jesse Page, who lost their "home" in the fire. The Pages are currently living in a CACAA camper at 291 Old Ferry Dock Road, family property.
- Finalizing the CDBG application for Jim Joyner/Anita Kennett, 701 Ridge Road. Angela Webster and I worked out a property ownership transfer to Joyner/Kennett (changing from an unrecorded agreement to deed to an actual deed and mortgage from the seller), catching up back taxes, etc. Completed and submitted environmental review to DEO.

Requested Action: Approve the application for a CDBG home replacement from Jim Joyner and Anita Kennett, subject to the property purchase and environmental clearance.

Mrs. Belcher reported the purchase of the property happened last Friday. **On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the application for a CDBG home replacement for Mr. Jim Joyner and Ms. Anita Kennett, subject to the environmental clearance.**

- Finalized the CDBG application for Steven Shiver, 700 Ridge Road.

Requested Action: Approve the application for a CDBG home replacement from Steven Shiver, subject to environmental clearance.

On motion by Commissioner Massey, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to approve the application for a CDBG home replacement for Mr. Steven Shiver subject to environmental clearance.

- Working on next mobile home bid package, to include the Creamers, Arlene King, Joyner/Kennett, Bonnie Langley, Lucy Bettinger, and Steven Shiver. Will also include some generic pricing for other applicants that might be approved soon. Expect to advertise no later than June 11, 2020, with proposals due in July.

Mrs. Belcher stated she is finalizing the next bid package. Chairman Lockley questioned if the Creamer family is included in this bid package. Mr. Moron asked yes. Mrs. Belcher reported Ms. Lucy Bettinger will also be in this bid package and her current donated home will go to the Page family. Commissioner Jones asked if the bid package will be presented at the next meeting or in July. Mrs. Belcher responded July.

Clerk of Courts – Marcia M. Johnson – Report

Clerk Johnson stated Mrs. Griffith will provide a report about the budget situation.

Clerk Johnson reported 100% of her employees have completed the 2020 Census. She stated the Finance Department also sent a pamphlet in the payroll checks asking the county employees to

complete the census. Commissioner Boldt asked if they can place a reminder of the census on the payroll check stubs until the census is complete. Mrs. Griffith agreed they can add this message.

Mrs. Griffith read the following prepared statement:

In regards to the questions on the bill list that was approved earlier in the meeting – the check for \$6,402.38 for the Leon County Board of County Commissioners and the check for \$12,178.40 for the Wakulla County Board of County Commissioners were both annual budget allocations relative to the Circuit Judge. Both allocations are for the Franklin County share of employees such as a court marshal, a juvenile alternative sanction coordinator and a network user support analyst who are shared by the six counties that make up the 2nd judicial circuit.

REVENUE UPDATE – with the travel restrictions, social distancing and the temporary closure of many non-essential businesses by the State of Florida in the hopes of slowing the spread of COVID-19, the Months of March, April and May will have heavy losses in sales tax revenue. Franklin County has just received the distribution of sales taxes from the Florida Department of Revenue for the month of March sales. The local tourist development tax, which is a 2% sales tax levied on transient rentals within the county, had sales tax proceeds of \$71,946.84 for the month of March 2020 and March of 2019 had sales tax proceeds of \$127,975.20. The March proceeds for transient rentals came in at just 56% of the prior year period. This amount is understandable as almost half of the month of March was lost due to the travel ban and the state suspension of vacation rentals. Franklin County also levies a 1% discretionary sales surtax on ALL taxable sales in Franklin County which is used to fund the Health Care Trust Fund. The 1% sales tax proceeds for the month of March 2020 were \$142,715.61 and March of 2019 had sales tax proceeds of \$203,154.11. The March proceeds for ALL taxable sales within the county (not just transient rentals) came in at 70% of the amount collected for the prior year period.

The State of Florida also distributes some state shared revenues which are based on taxable sales – the state shared revenues fund about 12% of the county's general fund. The combined state shared revenues for the March proceeds distribution was approximately 73% of the prior year period. The State of Florida Department of Revenue recently released a conservative estimate that the decline in sales tax proceeds for the months of April and May will be about 50%. The phased re-opening of the economy and the relaxation of the travel ban should equate to much better numbers for the Summer months.

The effective loss of 27% of the state shared revenues for the month of March and if the 50% reductions hold true per the estimates from the Florida Department of revenue, the annualized loss would be about 10.59% of the State Shared Revenues for the General Fund or \$130,238. The loss of the State Shared revenues for the county road department would be \$166,764. The estimated reduction in sales tax proceeds for the Health Care Trust Fund would be \$264,154. The Tourist development fund will be more severely impacted as the vacation rental ban was in effect all of the month of April and most of May. This tax is based solely on transient rentals. The Tourist Development fund will likely lose about \$242,319 in tax proceeds.

At this time, it is uncertain if the Coronavirus pandemic will have a lasting effect on sales tax proceeds for the State of Florida. The county budget year begins in October and ends in September, sales tax proceeds may not be as heavily impacted next fiscal year. With the passage of the Cares Act, funding was not specifically allocated for counties with a population of less than 500,000 – it is my understanding that there has been discussions in Tallahassee to include some of the smaller counties in the relief efforts to make up for lost sales tax revenues. Mr. Moron will address this possible development on his report.

Mr. Pierce reported of the 3 entities that were mentioned TDC needs to be aware of their expenditures and act accordingly. He said the hospital received \$3 million so they have some additional funds to help with this loss of revenue. Mrs. Griffith reported the Road Department and General Fund are operating funds of the county. She explained with the Road Department building they will review the bids and they have had some FEMA funds come in so they may be able to roll those funds in to make up for some of the loss of sales tax.

Mr. Moron read the following item from his report:

23. CARES Act Letter of Support: County staff was contacted by the Florida Association of Counties (FAC) of a joint request by FAC, Florida League of Cities (FLC), and Small County Coalition (SCC) to Governor DeSantis to release the intended local government Coronavirus Relief Funds to those cities and counties that were **not** directly funded by the CARES Act. The CARES Act provided direct funding totaling more than \$2.4 billion to 12 Florida counties whose population is greater than 500,000. Currently, Florida has 55 counties and approximately 410 cities with a respective population that is less than the 500,000-threshold stipulated by the CARES Act that was **not** funded. After the eligible Florida local governments received their share, there is approximately \$1.2 billion remaining that was allocated for local governments. It is those funds that FAC, FLC, and SCC is asking the Governor to distribute to the counties and cities with a population of less than 500,000. Included in your packet is a letter from the County signed by the Chairman supporting the efforts of FAC, FLC, and SCC along with letters from these organizations.
Request: Board action to ratify the Chairman's signature on the letter of support to Governor DeSantis asking for his consideration to disburse the remaining CARES Act funding.

Mr. Moron stated if the Governor goes with the formula that FAC is providing to cover all the counties that did not receive funds the county would receive \$738,000 from the CARES Act. He stated the county has to be careful of what strings are attached and what the claw back may be if the money is not spent in the manner required by the CARES Act and/or the Governor. Chairman Lockley stated there will be a lot of restrictions on that money. Mr. Moron agreed there will be some restrictions. Commissioner Boldt asked what they should do now about the shortfall of money. Commissioner Parrish said they will address it in the budget workshops. Commissioner Boldt questioned if they should be acting now. Mrs. Griffith stated the budget workshops will be in July so they will know more and have the revenue estimates. Mr. Moron explained in July they will know if the Governor will go along with this plan to distribute the money. He reported discussions are ongoing about getting this money to the counties because they need it before their budget workshops. Mrs. Griffith cautioned the Board about spending any money for items that are not included in the county budget. She stated as Commissioner Parrish mentioned they are going into hurricane season and do not know what to expect. Commissioner Boldt reported the Clerk expressed concern about her budget last month and he asked if everything is under control now. Clerk Johnson stated she has concerns but they had meetings last week and they were told the Clerks will be using the trust fund to get by this year but they are still facing potential cuts. She reported she was told that her budget could potentially be cut \$48,000 which is a person. Clerk Johnson stated they are watching to see how the revenues come in. She explained she will have a better idea in July. **On motion by Commissioner Parrish, seconded by Commissioner Jones, and by unanimous vote of the Board present, it was agreed to ratify the**

Chairman's signature on the letter of support to Governor DeSantis asking for his consideration to disburse the remaining CARES Act funding.

RESTORE Coordinator – Alan Pierce – Report

Mr. Pierce said his items are only for information. He read his report, as follows:

13. Inform Board that the FAA has contacted the county and is processing the \$30K grant to the airport that was part of the federal CARES Act.

Mr. Pierce said this funding is for operating purposes.

14. Inform the Board that the Consortium staff will recommend at the June 10 Consortium meeting approval of the county's dredging project. Once the Consortium Board approves, Consortium staff then sends the county project to the Gulf Council for final approval, which should happen in July/August.

Mr. Pierce stated he assumes Commissioner Parrish will be on this call but this is a recommendation from staff so there is nothing for the county to do. He reported the county is in monitoring mode until they get some more information.

15. Inform Board USACOE staff continues to work on the Memorandum of Agreement (MOA) to incorporate the county's Consortium funds into the dredging projects. I have been in contact with Mobile and Panama City personnel. The Corps still intends to use a dredge that is currently under contract with the Corps. The MOA should come down from the Corps to the county in July/August. The projects still are on the same timeline for the Eastpoint Channel to be dredged in early fall, followed by the Two Mile Channel.

Mr. Pierce said by the time they get the Consortium money and the MOA will be signed there will be no need for the short term financing.

16. Inform the Board that I have been in contact with TRIUMPH staff regarding the \$1M TRIUMPH award for our airport. TRIUMPH staff is working on the "term" sheet which would list the requirements the county must perform in order to receive the funds. The "term" sheet will not contain any job creation requirements, which have been a major problem with rural counties getting TRIUMPH funds, but it will include some language regarding the improvements FDOT has funded in their 5 year plan for the airport. The Board will need to review and approve the "term" sheet when TRIUMPH staff submits it. The next TRIUMPH meeting is June 18 and I am not sure we will be on that agenda.
17. Inform Board I had intended to ask the Board to waive the May rent for Centric Aviation because Centric had virtually no flight traffic in March, April, or the first part of May yet they continued to maintain the airport using their personnel. I had informed Centric what my recommendation was going to be and they said that air traffic had picked back up and they were making their May rent as an indication of their commitment to the airport.
18. Inform Board that on Thursday, May 28, I did review the draft Supplemental Environmental Assessment (SEA) from FEMA for the rebuilding of Alligator Drive. The draft SEA recommends the road be rebuilt in its current location with the additional protection that the

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county has already designed and bid out. The draft SEA has some additional FEMA review and then it will be released for public comment. Commissioner Boldt attended last week's teleconference with me and FEMA staff, and he heard the same thing I did, which is when the draft SEA is complete and made public there are still some other steps FEMA has to take before funding is obligated.

Mr. Pierce stated Commissioner Boldt is welcome to attend the teleconference at 2:00 p.m. today. He reported the public comment period is for 30 days and should be July 7th so by that date they should start advertising. Mr. Pierce stated he does not expect or encourage a lot of public comment because they already have the plan and the project has been bid out. Mr. Pierce reported the 30 day time for public comment cannot be shortened so hopefully in August this will be out of the way and eventually they will get funds from FEMA.

Mr. Pierce presented a map of the county showing the property owned by the state and federal government. He explained this represents about 85% and taxes are not being paid on this property. He reported in the past they have received payment in lieu of taxes for what the state purchased and periodically they receive timber sales. Mr. Pierce explained this is affecting future development because if they wanted to move development inland they could not because of the government owned property. He reported there are some places left west of Apalachicola and on the east end of the county. He explained on the east end the property was previously owned by St. Joe Company and they had a master plan for development. Mr. Pierce pointed out this area on the map and explained the plans St. Joe Company had at the time. He reported last week the Governor and Cabinet authorized the purchase of this property which is 17,000 acres and 25 square miles. Mr. Pierce said the property is labeled as the Dickerson Bay Addition and did not catch their attention because Dickerson Bay is in Wakulla County. He explained this is misleading because most of the land is in Franklin County. He reported this purchase will take a big chunk of land off the tax rolls and he presented the map reflecting this purchase. Mr. Pierce said in his conversation with the state yesterday they hope to reimburse the county for payment in lieu of taxes and for timber sales. He stated he is not sure when timber sales will occur because of Hurricane Michael and payment in lieu of taxes is based on the state funding that item so there is no guarantee. He reported the state said this purchase is for environmental purposes and to enhance recreational opportunities in the Bald Point State Park system and increase tourism in the county. Mr. Pierce stated that is good but also contingent upon the state funding improvements to Bald Point State Park. He explained Bald Point State Park would run from where it is now over to U.S. Highway 98 and the rest of the land would be managed by either Tate's Hell State Forest or Ochlocknee State Park. He commented they have not worked the management out yet. Mr. Pierce said this is a change to the county and an odd distribution so development and planning will continue to be a challenge. Mr. Pierce reported there will be a comment period generated by the state once they acquire the property. He stated the Florida Department of Environmental Protection (DEP) initiated this call to him last week and he informed them he was worried about the payment in lieu of taxes and timber sales. Mr. Pierce said he told them immediately they need to solve the problem they created which is access to Alligator Point Harbor and Preserve. He explained he informed them they are now buying all the land that could be used to provide an access point and they have 50 aquaculture leases that are causing a problem on a county road. He explained he also talked about the loss of potential value for development and for future needs of the county. Mr. Pierce said for planning purposes once the state buys this land it is for perpetuity and no longer

available so it does change the county's opportunities in the future. He reported the state brought up the affordable housing issue and he said it was a problem. He explained this purchase does not immediately impact this matter but the property could have been developed. He reported they were concerned and may come back to the county with some ways that they could solve these problems. Mr. Pierce informed the Board the purchase is going forward. Commissioner Parrish pointed out any payment in lieu of taxes goes to the School Board. He stated this property is off the tax rolls and the county does not receive anything for it. He explained if they are looking to do something for the county then they can put in a boat ramp with sufficient parking on Highway 98 so the leaseholders can access the oyster leases and not impact Alligator Point Road. He stated there is nowhere to build a large boat ramp or for sufficient parking on Alligator Point. He said St. George Island is a known beach destination and has 2,000 rental homes. He explained there is no such market on the east end of the county and there is no capacity to visit Bald Point State Park even if they made the investments. Mr. Pierce said Mr. Mark Curenton, County Planner, was also on the call. Mr. Pierce stated he informed them Bald Point State Park is a half beach and the park needs improvements. He reported they are planning to put in an RV park and they have some ideas that will help but they must fund the improvements and he does not know when that will happen. Commissioner Boldt said they do not have any infrastructure which compounds the problem. He asked how much money the county will lose in tax revenue when the state owns the property. Mr. Pierce stated he will find out but it is not much since the land is agricultural. Commissioner Parrish said \$1,750.00. Mr. Pierce said if St. Joe Company's plan had worked out one part had 2,000 units so some land in this acquisition had significant potential for development. He reported some part of this land has a bluff with some deeper water so maybe if this is developed as a park it will provide more water access. He explained St. Joe Company did an analysis and determined they could put in a marina without dredging. He said there is some value for access and they will have to see how fast it occurs. Commissioner Boldt reinforced there is a need for infrastructure and a boat ramp for the oyster leases. Commissioner Parrish said he always wanted to see some homes built in this area to broaden the tax base and lower what everyone is paying in taxes but now that 17,000 acres is gone. Mr. Pierce stated the only 2 other areas that have a congregate development potential is around Apalachicola and further west on property owned by the Mormon church. Commissioner Boldt reported they must be careful with honoring their comprehensive plan here in the county as they look at zoning issues because there is just a little land left to plan correctly. Mr. Pierce explained with water and sewer in some areas they may need to go back and look at some zoning issues. He reported as land becomes less available and more people want to move here some things may need to change. He said when water and sewer are available they may need to revisit the 1 unit per acre requirement especially for property off the water.

Commissioner Boldt questioned if sand fences are available for dune recovery. Mr. Pierce stated they are available commercially but the county does not supply sand fences. He reported when the county does the dune restoration project they plan to have them with the RESTORE funds and it will be county wide but the plan is still in the process.

County Coordinator – Michael Morón – Report

Mr. Moron presented his report, as follows:

Action Item(s)

19. Local State of Emergency: Chairman Lockley has signed Local State of Emergency Declarations for the weeks starting May 25, 2020 and June 1, 2020.
Request: Board action to ratify the Chairman's signature on the 5/25 & 6/1 Local State of Emergency Declarations.

On motion by Commissioner Jones, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to ratify the Chairman's signature on the May 25, 2020 and June 1, 2020 Local State of Emergency declarations.

20. School District Permit Fee Waiver: Superintendent Yoder sent a letter asking the County to consider waiving the permit fees for a proposed new building on the Consolidated School campus for the welding program. Her letter explains that this new facility would allow more students to participate in the program, the creation of a night program for adults seeking certification, and on-site certification testing which would stop the need to travel for testing. Mr. Floyd Roberts, the School District's Facility Manager, discussed this project with Mr. Steve Paterson, the County's Building Inspector.
Request: Board action to waive the associated permit fees for the School District's proposed new building for the welding program.

On motion by Commissioner Jones, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to waive the associated permit fees for the School District's proposed new building for the welding program.

21. Highway 67 / Tallahassee Street Sidewalk Project Award: At your May 19, 2020 regular meeting the Board opened and read aloud bids for the Carrabelle CR67 / Tallahassee Street Sidewalk Improvement project. Mr. Mark Curenton (County Planner) has reviewed all of the bids and recommends awarding the contract to the lowest responsive bidder, M of Tallahassee, Inc., in the amount of \$272,134.00. The Florida Department of Transportation has concurred with this recommendation.
Request: Board action to accept Mr. Curenton's recommendation and award the CR67 Sidewalk Improvement Project to M of Tallahassee in the amount of \$272,134.00.

On motion by Commissioner Boldt, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to accept Mr. Curenton's recommendation and award the CR 67 Sidewalk Improvement Project to M of Tallahassee in the amount of \$272,134.00.

22. Weems Board of Director New Member: At an earlier meeting the Board was notified that District Two's seat on the Weems Board of Directors was vacant due to a resignation. Commissioner Boldt is nominating Dr. Walter David Harris that resides at 1248 Angus Morrison Road on Alligator Point to fill that vacant seat. An account of Dr. Harris' education, qualifications and previous experience is attached. Mr. David Walker (Weems CEO) received the same information.
Request: Board action to appoint Dr. Harris as District Two's representative to Weems Board of Directors.

On motion by Commissioner Boldt, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to appoint Dr. Walter David Harris as District Two's representative on the Weems Board of Directors.

23. This item was addressed earlier in the meeting.
24. Carrabelle Museum Letter of Support: The Carrabelle History Museum is submitting an application to the Division of Historic Resources for a small matching grant for a Heritage Education project on the Shipwrecks of Dog Island. The Museum is asking for a letter of support from the County for this application and will be responsible for the match if they receive the grant.
Request: Board action to authorize the Chairman's signature on the letter of support for the grant.

On motion by Commissioner Massey, seconded by Commissioner Boldt, and by unanimous vote of the Board present, it was agreed to authorize the Chairman's signature on the letter of support for the grant.

25. Dr. Gorrie Letter of Support: The County received a request to sign a letter of support to President Trump for his consideration on awarding Dr. John Gorrie the Presidential Citizens Medal to the Physician, Scientist, Inventor, and Humanitarian. As most are aware, Dr. Gorrie settled in Apalachicola in 1833 and was widely known as the inventor of the Ice-making machine and was considered the father of air conditioning and refrigeration.
Request: Board action to authorize the Chairman's signature on the letter of support for Dr. John Gorrie's nomination.

On motion by Commissioner Parrish, seconded by Commissioner Massey, and by unanimous vote of the Board present, it was agreed to authorize the Chairman's signature on the letter of support for Dr. John Gorrie's nomination.

Information Item(s)

26. HHRP & SHIP Bid Package & Advertisement: Included in the agenda packet is the advertisement for Hurricane Housing Recovery Program (HHRP) replacement manufactured homes. This ad was in last Thursday and today's edition of the Tallahassee Democrat. Mrs. Lori Switzer (SHIP Administrator) contacted Bay County's manufactured home companies and sent them the packet directly. The pre-bid meeting is scheduled for Wednesday, June 3, 2020 at 10 a.m. (ET) in the Armory. In addition, the advertisement for regular SHIP programs (Down Payment Assistance, Emergency Repair, and Owner-Occupied Rehabilitation) will run in this week's edition of the Apalachicola Times. That ad is also included in your agenda packet.
27. ARPC Executive Meeting: In your packet are the Executive Director notes from the Apalachee Regional Planning Council Executive Board meeting. Commissioner Jones, who represents the County on ARPC and serves on the Executive Board may comment on some of the items discussed during this meeting.

Commissioner Jones said the Executive Committee met in person but everyone else was on the phone. He stated they have not met for several months. Commissioner Jones reported in relation to the Franklin 98 Coastal Restoration Project they have started doing the initial test phases and have been awarded \$15 million for construction. Commissioner Boldt asked if this is the living shoreline. Commissioner Jones answered yes, it will be placed between Eastpoint and Carrabelle. He explained the other issue they discussed is a revolving loan fund they have had for years. He reported under the

B.

current administration nothing has defaulted in a decade. Commissioner Jones explained the portfolio for the 9 county region is approximately \$580,000. He reported even in the middle of the COVID-19 situation ARPC received word that there is money in EDO and they will double that fund. He stated these are funding available to businesses that cannot get funding the traditional way. Commissioner Jones said he has the privilege as the county's representative to weigh in on the approval of these loan processes. He explained before this they had applied through EDA Hurricane Michael Recovery funds and they have not heard back but there is a possibility they may receive another \$1 million to put in that fund. Commissioner Jones reported they are trying to write up the new \$580,000 from EDO so it would be with zero percent interest to businesses in their communities. He explained if they do that they want the money distributed before the end of the year to help businesses in the 9 county region. Commissioner Jones stated he would like to direct county staff to look because he thinks the county has money on the books from years ago when they were involved in this revolving loan program. He stated he would like to find out what they are and what they can do to contribute to this fund because Mr. Chris Rietow, ARPC Executive Director, said they would have no problem as a council earmarking those funds only to be distributed for Franklin County. Mr. Pierce explained in 1994 Tropical Storm Alberto came through and Franklin County was the recipient of some funds directed by the federal government to run a revolving loan program. He reported they sub-granted the money out to the ARPC to administer. Mr. Pierce stated the money was given out and there was some collateral and collection. He stated there was a set amount of money awarded for administration and when the money was spent ARPC did not have any more money to run the program so they gave the county back the loans which were old and delinquent. Mr. Pierce recommended that the money the county collected go back to ARPC along with the old files and let them run the program. He explained the money has been sitting in the fund for 26 years. Mrs. Griffith stated there is about \$300,000 in that account limited to the revolving loan program. Commissioner Massey questioned which businesses can get this money. Commissioner Jones stated any business that wants to apply. He described the different businesses in the region that have been assisted by this program. He explained the condition with this program is the business cannot receive traditional funding. Commissioner Parrish reported in the original program people did not pay their debts which caused the fund to be so low the county could not continue the program. He said the county did not make the funds available again because they had no way to collect. Commissioner Parrish stated he served on the ARPC before Commissioner Jones and got to see everyone that applied for the program and everyone paid it back but Franklin County always had a problem with paying the money back. He stated the businesses need to understand they must make the payments on time so money is available for the next business to apply and access the money. Commissioner Parrish reported this is not a free program and the money must be paid back for the program to keep going. Commissioner Jones agreed it is a loan. Commissioner Jones said this helps businesses that cannot get money. Commissioner Jones stated there is criteria they must meet and it is individualized like the business. He explained they must show the need for what they are requesting. Commissioner Parrish stated they must also show how they are going to pay the money back. He said if the business has a history of not repaying the loans then they may not receive this loan. Commissioner Massey reported some people applied for Small Business Administration (SBA) loans and did not receive them. Commissioner Jones commented it is in the notes but ARPC has officially started a housing program and hired staff. He stated they are administering the Hurricane Housing Recovery Program (HHRP) for Calhoun County. Commissioner Jones said in talking with Calhoun County Commissioner Gene Bailey they are ready to also give them

the SHIP Program to administer. He explained they go to Calhoun County 2 days a week and work in conjunction with someone that is local full time but ARPC administers the program.

28. NFWFMD Wetland Report: Northwest Florida Water Management District submitted the Annual Wetland Report to the County. This report includes a cumulative summary of wetland impacts permitted by the District's Environmental Resource Permitting (ERP) program together with a summary of wetlands and associated water resource lands restored and protected by District programs. The report is included in your packet.

Mr. Moron reported they are starting to receive complaints from neighbors about people who have short term rentals and are not complying with the guidelines. He stated Mrs. Bankston will add contact information for Secretary Halsey Beshears, DBPR, on the county website. Mr. Moron said when people call his office they will direct them to the website.

Mr. Moron said at the next meeting they might see some markings on the benches in the Courtroom. He explained he met with Mr. Bill Wills, Trial Marshall, and they are starting with the main Courthouse and then coming to the Annex to mark off the benches for social distance seating. Mr. Moron said every other long bench will have 2 people and the every other short bench will have 1 person so it will greatly reduce who can be in the room. He stated staff and speakers filled up many of the benches this morning so it may be a while before they can consider letting the public in. Mr. Moron explained when they do budget workshops they have the constitutional officers, governmentals and the NGO's present so they will have to be careful how they schedule these meetings.

County Attorney – Michael Shuler – Report

Attorney Shuler stated an email was received from a constituent in Lanark Village-Mrs. Baldwin expressing her opinion about the Dollar Store and the pending litigation. He presented the email to the Clerk for the Board file.

Commissioners' Comments

Commissioner Boldt said relative to the workshop they were discussing today he wants to go on record as recognizing the documentation that has been given to them on suggested parking signage for Bald Point and restricting access to some beach access points. He reported this workshop will serve as a forum to organize the signage and parking issues at Alligator Point and Bald Point. He said they can also address the multi-use pathway beginning its design and the parking challenges it could present. Commissioner Boldt stated they will have community leaders coming together and helping them develop this plan moving forward. He said many people at Alligator Point have been working hard on these issues. Chairman Lockley explained the workshop will be between the Commissioners and once they get together they can present something to the public. Commissioner Boldt said he just wants to embrace the public with the Board. Chairman Lockley reported they can submit information. Commissioner Massey stated they do not want any one coming to Alligator Point to go to the beach. Commissioner Boldt said he thinks there is some reasonable thinking about access points. Commissioner Massey stated he understands what they want and he would be upset too about the way their property is being treated but they have to be careful what they do about it. Commissioner

Boldt reported they are customizing their thinking because everything does not apply across the county. Chairman Lockley said they must come together and work on this. Commissioner Massey expressed concern that where the parking lot is built will be a long way from the beach. He questioned how they get from one area to the other. Mr. Pierce reported the county owns the property where the parking lot would be and it is possible they could make some minor improvements to make it a beach environment. He said he is looking into this matter. Mr. Pierce agreed they must have a beach access near the parking. Chairman Lockley reported at some point they are going to have problems at Carrabelle Beach. Mr. Pierce suggested the people at Alligator Point contact someone at Flagler Beach because they have had this problem for 60 years. He said there are plenty of coastal towns that have been dealing with this so they can contact some of the other counties.

Commissioner Massey said Carrabelle only has a few businesses and is hurting. He explained Eastpoint is the number one area growing in the county. Mr. Pierce stated people are on the way to the beach and do not need to stop so it is a tough challenge.

Commissioner Boldt stated they have some dysfunctional housing issues in his district. He explained there is questionable sanitary waste disposables and a person that is almost camping in the area. He said there is a huge amount of trash at 2277 Oak Street. Commissioner Boldt reported in another area a family has pulled a building permit and disobeyed the building permit by bringing in a pre-fabricated storage building to stay in when they visit. He stated these issues need code compliance and the Board needs to deal with this issue. He complimented the work done by many local residents to bring this to his attention. Commissioner Boldt reported the Board has one packet today on the issue he is discussing. He stated they need to get together with leaders in the community and develop a plan to address these issues. Commissioner Boldt suggested he along with the County Attorney, Sheriff, and Mrs. Amy Ham-Kelly come up with a plan on how they deal with these issues. He said he would like county staff to put this all together. Commissioner Boldt stated he is also calling on his district activists to get involved with producing community plans. He said this has been done at St. George Island and they have a community plan. He stated he would like this to happen in his district as well. Commissioner Massey explained in the one area he got the people to clean the front yard but they never cleaned the rest of the property. He said dumpsters were taken there and they cleaned some of the property. He reported he receives the same calls complaining about this issue. He stated the next step is through the County Attorney. Commissioner Boldt said he has talked with Attorney Shuler about this matter. Commissioner Boldt asked if they can have a round table discussion and a committee to talk about residential dysfunction and code compliance. He explained when they see the land mass shrinking as discussed earlier they see the need to preserve more of the ordinances than ever before. Mr. Moron reported they will deal with these specific items on a staff level and later on they could have a longer discussion on the issues county wide. He stated they will address the complaints from his constituents first.

Board Information

29. AFUDC Rate for Duke Energy

Adjournment

There being no further business to come before the Board, the meeting was adjourned at 12:32 p.m.

Noah Lockley - Chairman

Attest:

Marcia M. Johnson - Clerk of Courts

June 16, 2020
 Franklin County Road D. Department
 Detail of Work Performed and Material Hauled by District
 Detail from 5/28/2020 - 6/10/2020

District 1

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	5/28/2020	Avenue A (District 1)
Litter Pickup	5/28/2020	Old Ferry Dock Road
Litter Pickup	5/28/2020	Twin Lakes Road
Litter Pickup	5/28/2020	Twin Lakes Road
Litter Pickup	5/28/2020	Avenue A (District 1)
Cut grass along shoulders of road on county right of way	5/28/2020	Magnolia Court
Cut grass in ditches, Cut bushes back	6/1/2020	Washington Street
Cut grass in ditches, Cut bushes back	6/1/2020	Shuler Avenue
Cut grass in ditches, Cut bushes back	6/1/2020	Barber Drive
Cut grass in ditches, Cut bushes back	6/1/2020	Bull Street
Cut grass in ditches, Cut bushes back	6/1/2020	Old Ferry Dock Road
Cut grass in ditches	6/2/2020	Gilbert Street
Cut grass in ditches	6/2/2020	N Franklin Street
Cut grass in ditches	6/2/2020	Adams Street
Cut grass in ditches	6/2/2020	Jefferson Street
Cut grass along shoulders of road on county right of way	6/2/2020	Washington Street
Cut grass along shoulders of road on county right of way	6/2/2020	Daisey Street
Cut grass along shoulders of road on county right of way	6/2/2020	Tip Tucker Road
Cut grass along shoulders of road on county right of way	6/2/2020	Hickory Dip Road
Pot hole Repair (Fill)	6/3/2020	E Pine Avenue
Pot hole Repair (Fill)	6/3/2020	W Bay Shore Drive
Pot hole Repair (Fill)	6/3/2020	W 10th Street
Pot hole Repair (Fill)	6/3/2020	E 5th Street
Cut grass in ditches	6/3/2020	Begonia Street
Pot hole Repair (Fill)	6/3/2020	E 5th Street
Pot hole Repair (Fill)	6/3/2020	E Pine Avenue
Pot hole Repair (Fill)	6/3/2020	E 3rd Street
Pot hole Repair (Fill)	6/3/2020	E 1st Street
Pot hole Repair (Fill)	6/3/2020	W 10th Street
Pot hole Repair (Fill)	6/3/2020	W 1st Street
Pot hole Repair (Fill)	6/3/2020	W Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/3/2020	South Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/3/2020	Pruett Road
Pot hole Repair (Fill)	6/3/2020	E 3rd Street
Cut grass in ditches	6/3/2020	Creamer Street
Pot hole Repair (Fill)	6/3/2020	W 1st Street
Cut grass in ditches	6/3/2020	Tallahassee Street
Flagged	6/3/2020	Creamer Street
Box drag	6/3/2020	Carroll Street
Sign Maintenance	6/3/2020	W 2nd Street
Sign Maintenance	6/3/2020	Palmer Street
Sign Maintenance	6/3/2020	Gibson Street
Sign Maintenance	6/3/2020	W 2nd Street
Sign Maintenance	6/3/2020	Palmer Street

District 1

Work Performed:

	<u>Date</u>	<u>Road</u>
Sign Maintenance	6/3/2020	Gibson Street
Cut grass along shoulders of road on county right of way	6/3/2020	Patton Drive
Pot hole Repair (Fill)	6/3/2020	E 1st Street
Cut grass in ditches	6/4/2020	South Franklin Street
Pot hole Repair (Fill)	6/4/2020	Washington Street
Pot hole Repair (Fill)	6/4/2020	Dunlap Road
Flagged	6/4/2020	Avenue D
Pot hole Repair (Fill)	6/4/2020	Gilbert Street
Pot hole Repair (Fill)	6/4/2020	Creamer Street
Cut grass in ditches	6/4/2020	Power Drive
Cut grass in ditches	6/4/2020	Odom Road
Cut grass in ditches	6/4/2020	Boatwright Street
Flagged	6/4/2020	Power Drive
Flagged	6/4/2020	School Road
Cut grass in ditches	6/4/2020	Avenue A (District 1)
Flagged	6/4/2020	Boatwright Street
Cut grass in ditches	6/4/2020	School Road
Cut grass in ditches	6/4/2020	Avenue D
Cut grass in ditches	6/4/2020	Creamer Street
Cut grass along shoulders of road on county right of way	6/4/2020	1st Street
Cut grass along shoulders of road on county right of way	6/4/2020	Begonia Street
Cut grass along shoulders of road on county right of way	6/4/2020	Moore Street
Pot hole Repair (Fill)	6/4/2020	Hickory Dip Road
Pot hole Repair (Fill)	6/4/2020	Old Ferry Dock Road
Cut grass along shoulders of road on county right of way	6/4/2020	Carroll Street
Cut grass along shoulders of road on county right of way	6/4/2020	Smith Street
Flagged	6/4/2020	Creamer Street
Pot hole Repair (Fill)	6/4/2020	Segree Street
Pot hole Repair (Fill)	6/4/2020	Power Drive
Pot hole Repair (Fill)	6/4/2020	Hickory Dip Road
Pot hole Repair (Fill)	6/4/2020	Creamer Street
Pot hole Repair (Fill)	6/4/2020	Gilbert Street
Pot hole Repair (Fill)	6/4/2020	Dunlap Road
Pot hole Repair (Fill)	6/4/2020	Washington Street
Pot hole Repair (Fill)	6/4/2020	Varnes Street
Pot hole Repair (Fill)	6/4/2020	Segree Street
Pot hole Repair (Fill)	6/4/2020	Barber St
Pot hole Repair (Fill)	6/4/2020	Adams Street
Pot hole Repair (Fill)	6/4/2020	Varnes Street
Pot hole Repair (Fill)	6/4/2020	Barber St
Pot hole Repair (Fill)	6/4/2020	Segree Street
Pot hole Repair (Fill)	6/4/2020	Creamer Street
Pot hole Repair (Fill)	6/4/2020	Adams Street
Pot hole Repair (Fill)	6/4/2020	Old Ferry Dock Road
Pot hole Repair (Fill)	6/4/2020	Adams Street
Pot hole Repair (Fill)	6/4/2020	Power Drive
Pot hole Repair (Fill)	6/4/2020	Varnes Street
Pot hole Repair (Fill)	6/4/2020	Old Ferry Dock Road
Pot hole Repair (Fill)	6/4/2020	Power Drive

D.

District 1**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill)	6/4/2020	Hickory Dip Road
Pot hole Repair (Fill)	6/4/2020	Gilbert Street
Pot hole Repair (Fill)	6/4/2020	Dunlap Road
Pot hole Repair (Fill)	6/4/2020	Washington Street
Pot hole Repair (Fill)	6/8/2020	Twin Lakes Road
Pot hole Repair (Fill)	6/8/2020	Shadow Bay Drive
Cut grass along shoulders of road on county right of way	6/8/2020	Live Oak Street
Pot hole Repair (Fill)	6/8/2020	Patton Drive
Cut grass along shoulders of road on county right of way	6/8/2020	Palm Street
Driveway repair	6/8/2020	N Bay Shore Drive
Pot hole Repair (Fill)	6/8/2020	Shadow Bay Drive
Pot hole Repair (Fill)	6/8/2020	Twin Lakes Road
Pot hole Repair (Fill)	6/8/2020	Patton Drive
Cut grass along shoulders of road on county right of way	6/8/2020	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/8/2020	Pine St
Cut grass along shoulders of road on county right of way	6/8/2020	Palm Street
Cut grass along shoulders of road on county right of way	6/8/2020	Live Oak Street
Driveway repair	6/8/2020	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/8/2020	N Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/8/2020	Pine St
Cut grass along shoulders of road on county right of way	6/9/2020	Gladiola Way
Cut grass along shoulders of road on county right of way	6/9/2020	Lily Circle
Cut grass along shoulders of road on county right of way	6/9/2020	Magnolia Court
Cut grass along shoulders of road on county right of way	6/9/2020	Blue Heron Drive
Cut grass along shoulders of road on county right of way	6/9/2020	Ridgecrest Parkway
Box drag	6/10/2020	Akel Street
Box drag	6/10/2020	Marks Street
Box drag	6/10/2020	W 9th Street
Cut grass along shoulders of road on county right of way	6/10/2020	Tallahassee Street
Box drag	6/10/2020	W 10th Street
Box drag	6/10/2020	Brown Street
Box drag	6/10/2020	W 8th Street
Box drag	6/10/2020	W 6th Street
Box drag	6/10/2020	W 5th Street
Box drag	6/10/2020	W 4th Street
Box drag	6/10/2020	W 3rd Street
Box drag	6/10/2020	Nedley Street
Cut grass along shoulders of road on county right of way	6/10/2020	State Street
Cut grass along shoulders of road on county right of way	6/10/2020	Shadow Bay Drive
Cut grass along shoulders of road on county right of way	6/10/2020	Ridgecrest Parkway
Cut grass along shoulders of road on county right of way	6/10/2020	Pond Away Court
Cut grass along shoulders of road on county right of way	6/10/2020	Sago Drive
Cut grass along shoulders of road on county right of way	6/10/2020	Gardenia Trail
Cut grass along shoulders of road on county right of way	6/10/2020	Segree Street
Cut grass along shoulders of road on county right of way	6/10/2020	Shuler Avenue
Box drag	6/10/2020	Bradford Street
Cut grass along shoulders of road on county right of way	6/10/2020	Dunlap Road
Cut grass along shoulders of road on county right of way	6/10/2020	Live Oak Street
Cut grass along shoulders of road on county right of way	6/10/2020	Cedar Street

District 1**Work Performed:**

Cut grass along shoulders of road on county right of way

Date

D.

Road

Barber Drive

6/10/2020

0

Material HAUL From:

Material HAUL From:	Date	Road	Cubic Yards	Tons
Dirty 89 Lime Rock	5/28/2020	Twin Lakes Road	1	0
Dirty 89 Lime Rock		TOTAL	1	0
Litter	5/28/2020	Avenue A (District 1)	0.5	0
Litter	5/28/2020	Old Ferry Dock Road	1	0
Litter		TOTAL	1.5	0
Material HAUL To:	Date	Road	Cubic Yards	Tons
Cold Mix, Asphalt	6/3/2020	E Pine Avenue	1	0
Cold Mix, Asphalt	6/3/2020	E 1st Street	1	0
Cold Mix, Asphalt	6/3/2020	W Bay Shore Drive	1	0
Cold Mix, Asphalt	6/3/2020	W 1st Street	0.5	0
Cold Mix, Asphalt	6/3/2020	W 10th Street	1	0
Cold Mix, Asphalt	6/3/2020	E 3rd Street	1	0
Cold Mix, Asphalt	6/3/2020	E 5th Street	1	0
Cold Mix, Asphalt	6/4/2020	Gilbert Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Creamer Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Dunlap Road	0.5	0
Cold Mix, Asphalt	6/4/2020	Washington Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Varnes Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Segree Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Adams Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Hickory Dip Road	0.5	0
Cold Mix, Asphalt	6/4/2020	Power Drive	0.5	0
Cold Mix, Asphalt	6/4/2020	Old Ferry Dock Road	0.5	0
Cold Mix, Asphalt	6/4/2020	Barber Drive	0.5	0
Cold Mix, Asphalt	6/8/2020	Shadow Bay Drive	2	0
Cold Mix, Asphalt	6/8/2020	Twin Lakes Road	2	0
Cold Mix, Asphalt	6/8/2020	Patton Drive	2	0
Cold Mix, Asphalt		TOTAL	18	0
Dirty 89 Lime Rock	6/8/2020	N Bay Shore Drive	4	0
Dirty 89 Lime Rock		TOTAL	4	0

Dirty 89 Lime Rock**Material HAUL To:****District 2****Work Performed:**

Cut grass along shoulders of road on county right of way

Date**Road**

Box drag

5/28/2020

Maple Street

Box drag

5/28/2020

5th Street E (City of Carrabelle)

Cut grass along shoulders of road on county right of way

5/28/2020

3rd Street E (City of Carrabelle)

Box drag

5/28/2020

Sun N Sands Blvd

Box drag

5/28/2020

I Avenue NE (City of Carrabelle)

Cut grass along shoulders of road on county right of way

5/28/2020

Alligator Drive

Cut grass along shoulders of road on county right of way

5/28/2020

Pine Street

Cut grass along shoulders of road on county right of way

5/28/2020

Alan Lane

Cut grass along shoulders of road on county right of way

5/28/2020

Bald Point Road

Box drag

5/28/2020

9th Street E (City of Carrabelle)

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	5/20/2020	Mariner Circle
Cut grass along shoulders of road on county right of way	5/28/2020	Alligator Drive
Box drag	5/28/2020	11th Street E (City of Carrabelle)
Cut grass along shoulders of road on county right of way	5/28/2020	Surf Drive
Box drag	5/28/2020	Ken Cope Ave
Cut grass along shoulders of road on county right of way	5/28/2020	Mariner Circle
Cut grass along shoulders of road on county right of way	5/28/2020	Alan Lane
Cut grass along shoulders of road on county right of way	5/28/2020	Alligator Drive
Cut grass along shoulders of road on county right of way	5/28/2020	Maple Street
Cut grass along shoulders of road on county right of way	5/28/2020	Magnolia Street
Cut grass along shoulders of road on county right of way	5/28/2020	Oak Street
Cut grass along shoulders of road on county right of way	5/28/2020	Surf Drive
Cut grass along shoulders of road on county right of way	5/28/2020	Oak Street
Cut grass along shoulders of road on county right of way	5/28/2020	Bald Point Road
Cut grass along shoulders of road on county right of way	5/28/2020	Sun N Sands Blvd
Cut grass along shoulders of road on county right of way	5/28/2020	Pine Street
Litter Pickup	6/1/2020	CR67
Litter Pickup	6/1/2020	Lake Morality Road
Litter Pickup	6/1/2020	CR67
Pot hole Repair (Fill)	6/4/2020	Kendrick Road
Pot hole Repair (Fill)	6/4/2020	West Drive
Pot hole Repair (Fill)	6/4/2020	Baywood Drive (City of Carrabelle)
Flagged	6/4/2020	Franklin Street
Pot hole Repair (Fill)	6/4/2020	Kendrick Road
Pot hole Repair (Fill)	6/4/2020	West Drive
Pot hole Repair (Fill)	6/4/2020	Baywood Drive (City of Carrabelle)
Washout Repair, Road Repair	6/8/2020	Alligator Drive (Temporary Road)
Flagged	6/8/2020	Alligator Drive (Temporary Road)
Flagged	6/8/2020	Alligator Drive (Temporary Road)
Flagged	6/8/2020	Alligator Drive (Temporary Road)
Litter Pickup	6/9/2020	Rio Vista Drive
Flagged	6/9/2020	Alligator Drive (Temporary Road)
Graded Road(s)	6/9/2020	Alligator Drive (Temporary Road)
Cut grass along shoulders of road on county right of way	6/9/2020	Apalachee Street
Checked county roads for safety of traveling for public	6/9/2020	County Roads, Alligator Point
Checked county roads for safety of traveling for public	6/9/2020	County Roads, Lanark
Checked county roads for safety of traveling for public	6/9/2020	County Roads, Carrabelle, Bert B. Boldt II
Flagged	6/9/2020	Alligator Drive (Temporary Road)
Box drag	6/9/2020	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	6/9/2020	Apalachee Street
Flagged	6/9/2020	Alligator Drive (Temporary Road)
Litter Pickup	6/10/2020	Hinton Street
Litter Pickup	6/10/2020	Hinton Street
Box drag	6/10/2020	Jeff Sanders Road
Box drag	6/10/2020	I Avenue NE (City of Carrabelle)
Box drag	6/10/2020	9th Street E (City of Carrabelle)
Graded Road(s)	6/10/2020	Jeff Sanders Road
Cut grass along shoulders of road on county right of way	6/10/2020	Hinton Street

District 2**Work Performed:**

Date	D.	Road
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0

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	6/1/2020	CR67	2	0
Litter	6/1/2020	Lake Morality Road	2	0
Litter	6/9/2020	Rio Vista Drive	1	0
Litter	6/10/2020	Hinton Street	0.200000003	0

Litter	TOTAL		5.200000003	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Cold Mix, Asphalt	6/4/2020	West Drive	1	0
Cold Mix, Asphalt	6/4/2020	Baywood Drive (City of Carrabelle)	1	0
Cold Mix, Asphalt	6/4/2020	Kendrick Road	1	0

Cold Mix, Asphalt	TOTAL		3	0
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Dirty 89 Lime Rock	6/8/2020	Alligator Drive (Temporary Road)	18	0
Dirty 89 Lime Rock	6/8/2020	Alligator Drive (Temporary Road)	36	0
Dirty 89 Lime Rock	6/9/2020	Alligator Drive (Temporary Road)	18	0
Dirty 89 Lime Rock	6/9/2020	Alligator Drive (Temporary Road)	18	0
Dirty 89 Lime Rock	6/10/2020	Jeff Sanders Road	72	0
Dirty 89 Lime Rock	6/10/2020	Jeff Sanders Road	18	0
Dirty 89 Lime Rock	6/10/2020	Jeff Sanders Road	36	0

Dirty 89 Lime Rock	TOTAL		216	0
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Sand	6/1/2020	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Sand	6/1/2020	Stock Pile, CR 370 - Alligator Drive - Alligator	18	0
Sand	6/8/2020	Alligator Drive (Temporary Road)	72	0
Sand	6/8/2020	Alligator Drive (Temporary Road)	36	0
Sand	6/8/2020	Alligator Drive (Temporary Road)	36	0

Sand	TOTAL		180	0
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District 4**Work Performed:**

	<u>Date</u>	<u>Road</u>
Culvert installation	5/28/2020	Bayview Drive
Litter Pickup	6/1/2020	26th Avenue
Cut grass along shoulders of road on county right of way	6/1/2020	Timberwood Court
Litter Pickup	6/1/2020	Bluff Road
Litter Pickup	6/1/2020	Pine Log Road
Cut grass along shoulders of road on county right of way	6/1/2020	Bluff Road
Cut grass along shoulders of road on county right of way	6/1/2020	Bluff Road
Litter Pickup	6/1/2020	26th Avenue
Litter Pickup	6/1/2020	Bluff Road
Litter Pickup	6/1/2020	Pine Log Road
Cut grass along shoulders of road on county right of way	6/2/2020	Oyster Road
Cut grass along shoulders of road on county right of way	6/2/2020	Pine Drive
Cut grass along shoulders of road on county right of way	6/2/2020	Oak Street
Cut grass along shoulders of road on county right of way	6/2/2020	26th Avenue
Cut grass along shoulders of road on county right of way	6/2/2020	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way	6/2/2020	Bayview Drive
Cut grass along shoulders of road on county right of way	6/2/2020	Brownsville Road
Cut grass along shoulders of road on county right of way	6/2/2020	Oyster Road

District 4**Work Performed:**

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	6/2/2020	Pine Drive
Cut grass along shoulders of road on county right of way	6/2/2020	26th Avenue
Cut grass along shoulders of road on county right of way	6/2/2020	Oak Street
Cut grass along shoulders of road on county right of way	6/2/2020	Kevin Road
Cut grass along shoulders of road on county right of way	6/2/2020	Bayview Drive
Cut grass along shoulders of road on county right of way	6/2/2020	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way	6/2/2020	Kevin Road
Cut grass along shoulders of road on county right of way	6/2/2020	Brownsville Road
Pot hole Repair (Fill)	6/3/2020	CR30A
Pot hole Repair (Fill)	6/3/2020	CR30A
Pot hole Repair (Fill)	6/3/2020	CR30A
Pot hole Repair (Fill)	6/3/2020	CR30A
Hauled Fuel to Equipment	6/4/2020	Emergency Management (Apalachicola)
Blowed off road/parking lot/intersection, Bike Path (Edged, cut grass off of concrete)	6/8/2020	Bike Path (Apalachicola)
Blowed off road/parking lot/intersection, Bike Path (Edged, cut grass off of concrete)	6/8/2020	Bike Path (Apalachicola)
Litter Pickup	6/9/2020	Connector Road
Litter Pickup	6/9/2020	Cypress Street
Litter Pickup	6/9/2020	Pinewood Street
Litter Pickup	6/9/2020	Pal Rivers Road
Cut grass along shoulders of road on county right of way	6/9/2020	Thomas Drive
Litter Pickup	6/9/2020	Rosemont Street
Litter Pickup	6/9/2020	Highland Park Road
Litter Pickup	6/9/2020	Rosemont Street
Litter Pickup	6/9/2020	Pal Rivers Road
Litter Pickup	6/9/2020	Cypress Street
Litter Pickup	6/9/2020	Connector Road
Litter Pickup	6/9/2020	Pinewood Street
Cut grass along shoulders of road on county right of way	6/9/2020	Pinewood Street
Litter Pickup	6/9/2020	Highland Park Road
Litter Pickup	6/9/2020	Rosemont Street
Litter Pickup	6/9/2020	Connector Road
Litter Pickup	6/9/2020	Pinewood Street
Litter Pickup	6/9/2020	Cypress Street
Litter Pickup	6/9/2020	Pal Rivers Road
Cut grass along shoulders of road on county right of way	6/9/2020	Highland Park Road
Cut grass along shoulders of road on county right of way	6/9/2020	Bayshore Drive
Cut grass along shoulders of road on county right of way	6/9/2020	Connector Road
Litter Pickup	6/9/2020	Highland Park Road
Cut grass along shoulders of road on county right of way	6/9/2020	Cypress Street
Cut grass along shoulders of road on county right of way	6/9/2020	Paradise Lane
Cut grass along shoulders of road on county right of way	6/9/2020	Chapman Road
Cut grass along shoulders of road on county right of way	6/9/2020	Alan Drive
Cut grass along shoulders of road on county right of way	6/9/2020	Paradise Lane
Cut grass along shoulders of road on county right of way	6/9/2020	Bayshore Drive
Cut grass along shoulders of road on county right of way	6/9/2020	Marks Street
Cut grass along shoulders of road on county right of way	6/9/2020	Thomas Drive
Cut grass along shoulders of road on county right of way	6/9/2020	Alan Drive

District 4

Work Performed:

<u>Work Performed:</u>	<u>Date</u>	<u>Road</u>
Litter Pickup	6/10/2020	Long Road
Cut grass along shoulders of road on county right of way	6/10/2020	Squire Road
Cut grass along shoulders of road on county right of way	6/10/2020	Long Road
Cut grass along shoulders of road on county right of way	6/10/2020	Sas Road
Cut grass along shoulders of road on county right of way	6/10/2020	Peachtree Road
Cut grass along shoulders of road on county right of way	6/10/2020	Smith Road
Cut grass along shoulders of road on county right of way	6/10/2020	Pal Rivers Road
Cut grass along shoulders of road on county right of way	6/10/2020	Squire Road
Litter Pickup	6/10/2020	10 Mile
Litter Pickup	6/10/2020	Bay City Road
Cut grass along shoulders of road on county right of way	6/10/2020	Sas Road
Cut grass along shoulders of road on county right of way	6/10/2020	Linden Road
Litter Pickup	6/10/2020	Gibson Road
Litter Pickup	6/10/2020	Bay City Road
Litter Pickup	6/10/2020	Hathcock Road
Litter Pickup	6/10/2020	Linden Road
Litter Pickup	6/10/2020	Johnson Lane
Litter Pickup	6/10/2020	Sas Road
Litter Pickup	6/10/2020	Peachtree Road
Litter Pickup	6/10/2020	Squire Road
Litter Pickup	6/10/2020	Long Road
Cut grass along shoulders of road on county right of way	6/10/2020	Bay City Road
Litter Pickup	6/10/2020	Abercrombie Lane
Cut grass along shoulders of road on county right of way	6/10/2020	Pal Rivers Road
Cut grass along shoulders of road on county right of way	6/10/2020	Peachtree Road
Cut grass along shoulders of road on county right of way	6/10/2020	Hathcock Road
Cut grass along shoulders of road on county right of way	6/10/2020	Long Road
Cut grass along shoulders of road on county right of way	6/10/2020	Gibson Road

0

Material HAUL From:

<u>Material HAUL From:</u>	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	6/1/2020	Bluff Road	1	0
Litter	6/1/2020	Pine Log Road	1	0
Litter	6/1/2020	26th Avenue	2	0
Litter	6/9/2020	Connector Road	1	0
Litter	6/9/2020	Pal Rivers Road	1	0
Litter	6/9/2020	Rosemont Street	1	0
Litter	6/9/2020	Pinewood Street	1	0
Litter	6/9/2020	Cypress Street	1	0
Litter	6/9/2020	Highland Park Road	1	0
Litter	6/10/2020	Bay City Road	1	0
Litter	6/10/2020	Gibson Road	1	0
Litter	6/10/2020	Squire Road	0.200000003	0
Litter	6/10/2020	10 Mile	1	0
Litter	6/10/2020	Peachtree Road	1	0
Litter	6/10/2020	Hathcock Road	1	0
Litter	6/10/2020	Linden Road	1	0
Litter	6/10/2020	Long Road	1	0
Litter	6/10/2020	Gibson Road	0.200000003	0

District 4

Material HAUL From:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Litter	6/10/2020	Bay City Road	0.200000003	0
Litter	6/10/2020	Hathcock Road	0.200000003	0
Litter	6/10/2020	Johnson Lane	0.200000003	0
Litter	6/10/2020	Sas Road	0.200000003	0
Litter	6/10/2020	Peachtree Road	0.200000003	0
Litter	6/10/2020	Linden Road	0.200000003	0
Litter	6/10/2020	Abercrombie Lane	0.200000003	0
Litter	6/10/2020	Long Road	0.200000003	0

Litter	TOTAL		19.00000003	0
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Material HAUL To:

	<u>Date</u>	<u>Road</u>	<u>Cubic Yards</u>	<u>Tons</u>
Black Dirt	5/28/2020	Bayshore Drive	9	0

Black Dirt	TOTAL		9	0
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Cold Mix, Asphalt	6/3/2020	CR30A	1	0
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Cold Mix, Asphalt	TOTAL		1	0
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District 5

Work Performed:

	<u>Date</u>	<u>Road</u>
Box drag	5/28/2020	4th Street W (City of Carrabelle)
Litter Pickup	5/28/2020	Otterslide Road
Litter Pickup	5/28/2020	Avenue A (District 5)
Litter Pickup	5/28/2020	Otterslide Road
Culvert installation	5/28/2020	Ryan Drive (City of Carrabelle)
Litter Pickup	5/28/2020	Avenue A (District 5)
Box drag	5/28/2020	Avenue G NW (City of Carrabelle)
Beaver Dam - Take Out	5/28/2020	Lighthouse Road (Unpaved Portion)
Box drag	5/28/2020	Cape Street
Box drag	5/28/2020	Pinnacle Street
Box drag	5/28/2020	Lighthouse Road (Unpaved Portion)
Culvert installation	5/28/2020	Ryan Drive (City of Carrabelle)
Beaver Dam - Take Out	5/28/2020	Lighthouse Road (Unpaved Portion)
Culvert installation	5/28/2020	Ryan Drive (City of Carrabelle)
Beaver Dam - Take Out	5/28/2020	Lighthouse Road (Unpaved Portion)
Box drag	5/28/2020	Avenue D NW (City of Carrabelle)
Box drag	6/1/2020	Bloody Bluff Road
Box drag	6/1/2020	Gardners Landing Road
Box drag	6/1/2020	North Road
Box drag	6/1/2020	Sand Beach Road
Box drag	6/1/2020	Chason Road
Cemetery, Cut, Raked & Cleaned	6/2/2020	Eastpoint Cemetery
Box drag	6/2/2020	Hickory Landing Road (Forestry Road #101-B)
Box drag	6/2/2020	Wright Lake Road (Forestry Road #101)
Cemetery, Cut, Raked & Cleaned, Litter Pickup	6/2/2020	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	6/2/2020	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	6/2/2020	Eastpoint Cemetery
Cut grass along shoulders of road on county right of way	6/2/2020	Tricia's Way
Cemetery, Cut, Raked & Cleaned	6/2/2020	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	6/2/2020	Eastpoint Cemetery
Cemetery, Cut, Raked & Cleaned	6/2/2020	Eastpoint Cemetery

District 5

Work Performed:

	<u>Date</u>	<u>Road</u>
Cut grass along shoulders of road on county right of way	6/2/2020	CC Land
Box drag	6/2/2020	Brick Yard Road (Forestry Road #129)
Cut grass along shoulders of road on county right of way	6/2/2020	Garrett Lane
Cut grass along shoulders of road on county right of way	6/2/2020	8th Street
Box drag	6/2/2020	Ashley Landing Road (Forestry Road #101-A)
Box drag	6/3/2020	Vroomin Park
Box drag	6/3/2020	5th Street
Box drag	6/3/2020	Herndon Road
Box drag	6/3/2020	Quail Run Drive
Sign Maintenance	6/3/2020	Ridge Road
Sign Maintenance	6/3/2020	Ridge Road
Pot hole Repair (Fill)	6/4/2020	Brian Street
Pot hole Repair (Fill)	6/4/2020	Bear Creek Rd
Pot hole Repair (Fill)	6/4/2020	Ridge Road
Cut grass in ditches	6/4/2020	Avenue A (District 5)
Pot hole Repair (Fill)	6/4/2020	Bear Creek Rd
Cut grass along shoulders of road on county right of way	6/4/2020	10th Street
Cut grass along shoulders of road on county right of way	6/4/2020	Plum Street
Pot hole Repair (Fill)	6/4/2020	Ryan Drive (City of Carrabelle)
Cut grass along shoulders of road on county right of way	6/4/2020	Otterslide Road
Cut grass along shoulders of road on county right of way	6/4/2020	Bear Creek Rd
Pot hole Repair (Fill)	6/4/2020	Ridge Road
Cut grass along shoulders of road on county right of way	6/4/2020	Ridge Road
Pot hole Repair (Fill)	6/4/2020	Lighthouse Road (Paved Portion)
Pot hole Repair (Fill)	6/4/2020	Timber Island Road (City of Carrabelle)
Pot hole Repair (Fill)	6/4/2020	River Road
Pot hole Repair (Fill)	6/4/2020	Carlton Millender Road
Pot hole Repair (Fill)	6/4/2020	Brian Street
Cut grass along shoulders of road on county right of way	6/4/2020	Wilderness Road
Pot hole Repair (Fill)	6/4/2020	Bear Creek Rd
Pot hole Repair (Fill)	6/4/2020	Brian Street
Pot hole Repair (Fill)	6/4/2020	Carlton Millender Road
Pot hole Repair (Fill)	6/4/2020	Ryan Drive (City of Carrabelle)
Pot hole Repair (Fill)	6/4/2020	Ridge Road
Pot hole Repair (Fill)	6/4/2020	Lighthouse Road (Paved Portion)
Pot hole Repair (Fill)	6/4/2020	Timber Island Road (City of Carrabelle)
Pot hole Repair (Fill)	6/4/2020	River Road
Driveway repair	6/8/2020	Wilderness Road
Pot hole Repair (Fill)	6/8/2020	Plum Street
Pot hole Repair (Fill)	6/8/2020	Wilderness Road
Driveway repair	6/8/2020	Wilderness Road
Pot hole Repair (Fill)	6/8/2020	Plum Street
Pot hole Repair (Fill)	6/8/2020	Wilderness Road
Cut grass along shoulders of road on county right of way	6/9/2020	Wylonda Avenue
Checked county roads for safety of traveling for public	6/9/2020	County Roads, Carrabelle, William Massey
Cut grass along shoulders of road on county right of way	6/9/2020	Hibiscus Lane
Cut grass along shoulders of road on county right of way	6/9/2020	Michael Way
Cut grass along shoulders of road on county right of way	6/9/2020	Teresa Avenue
Box drag	6/10/2020	4th Street W (City of Carrabelle)

District 5**Work Performed:**

Cut grass along shoulders of road on county right of way

Box drag

Date

D.

Road

6/10/2020

4th Street

6/10/2020

Avenue G NW (City of Carrabelle)

0**Material HAUL From:**

	Date	Road	Cubic Yards	Tons
Litter	5/28/2020	Otterslide Road	1	0
Litter	5/28/2020	Avenue A (District 5)	0.5	0
Litter	6/2/2020	Eastpoint Cemetery	2	0
Litter		TOTAL	3.5	0

Material HAUL To:

	Date	Road	Cubic Yards	Tons
Cold Mix, Asphalt	6/4/2020	Ryan Drive (City of Carrabelle)	1	0
Cold Mix, Asphalt	6/4/2020	Ridge Road	0.5	0
Cold Mix, Asphalt	6/4/2020	Bear Creek Rd	0.5	0
Cold Mix, Asphalt	6/4/2020	Brian Street	0.5	0
Cold Mix, Asphalt	6/4/2020	Lighthouse Road (Paved Portion)	0.5	0
Cold Mix, Asphalt	6/4/2020	Carlton Millender Road	1	
Cold Mix, Asphalt	6/4/2020	River Road	1	0
Cold Mix, Asphalt	6/4/2020	Timber Island Road (City of Carrabelle)	0.5	0
Cold Mix, Asphalt	6/8/2020	Plum Street	1	0
Cold Mix, Asphalt	6/8/2020	Wilderness Road	2	0
Cold Mix, Asphalt		TOTAL	8.5	0
Dirty 89 Lime Rock	5/28/2020	Ryan Drive (City of Carrabelle)	0	17.7199993134
Dirty 89 Lime Rock	5/28/2020	Ryan Drive (City of Carrabelle)	18	0
Dirty 89 Lime Rock	6/8/2020	Wilderness Road	4	0
Dirty 89 Lime Rock		TOTAL	22	17.7199993134

E.



FRANKLIN COUNTY DEPARTMENT OF

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

DIRECTOR'S REPORT

DATE June 16, 2020

TIME: 9:00 A.M.

SUBJECT(S):

FOR BOARD INFORMATION:

Right-of-Way Debris Pickup/Recycle Material Hauled May 25, 2020-June 10, 2020

RIGHT-OF-WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
31.95 TONS	107.38 TONS	80.76 TONS	71.31 TONS	-0- TONS	13.39 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	7.97 TONS	7.59 TONS	7.13 TONS	2.92 TONS	-0- TONS	-0- TONS	.15 TONS
Plastic, Paper, Glass, Aluminum	-0- TONS	-0- TONS	-0- TONS	-0 TONS	-0- TONS	-0- TONS	-0-TONS

REQUESTED ACTION: None

Jennifer Daniels

From: Jackson, Jamika <Jamika.Jackson@em.myflorida.com>
Sent: Thursday, June 11, 2020 3:31 PM
To: Brownell, Pamela (Franklin Co EM); Daniels, Jennifer (Franklin Co Alt EM)
Cc: Jenkins, Chanda; Lyons, Karen; Reeves, Jamela
Subject: FY20/21 EMPG-S
Attachments: FDEM - Program Notice 06-20 EMPG-S.pdf; EMPG-S Reporting Forms.xlsx; 2020-2021 EMPG-S Agreement Franklin County G0195.pdf; EMPG-S - BDW Franklin County G0195.docx

Importance: High

Flag Status: Flagged

Good afternoon all,

On May 15, 2020, EMPG-Supplemental Agreements were forwarded to you for execution. After distribution, it was discovered by the Division’s Office of General Counsel and Programmatic staff that there were further standardizations needed within the Agreement as a whole. The Division has revised this Agreement for your review and will need you to execute the revised Agreement attached. Please note the following:

1. The Scope of Work for this Agreement has only terminology revisions (see attached Program Notice).
2. There have been minimal Boiler Plate modifications.
3. If previous Agreement sent has been returned to the Division, we ask that you please review the attached revised Agreement for accuracy and follow your County’s process for execution.
4. If previous Agreement sent has not been returned to the Division, please replace the revised Agreement attached to this email and follow your County’s process for execution.

Please also be advised that in adherence to 2 CFR 200.355 electronic signatures are allowed.

Please review the attached Program Notice 06-20 for your acknowledgment/certification, which further clarifies any modifications. If you have any questions, please feel free to make contact with Chanda Jenkins-Grants Supervisor, Karen Lyons-Program Manager, or myself. I apologize for the inconvenience this may cause. Thank you for your patience and have a great day.

Jamika

F.

Jamika Jackson, FCCM
Grant Specialist V
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Office: 850-815-4344
Fax: 850-488-7842
Email: Jamika.Jackson@em.myflorida.com

Under Florida law, correspondence with the Florida Division of Emergency Management, which is neither confidential nor exempt pursuant to Florida Statutes Chapter 119, is a public record made available upon request.

Jennifer Daniels

From: Jackson, Jamika <Jamika.Jackson@em.myflorida.com>
Sent: Thursday, June 11, 2020 3:06 PM
To: Brownell, Pamela (Franklin Co EM); Daniels, Jennifer (Franklin Co Alt EM)
Cc: Jenkins, Chanda; Lyons, Karen; Reeves, Jamela
Subject: FY20/21 EMPG Agreement
Attachments: FDEM - Program Notice 06-20 EMPG.pdf; 2020-2021 EMPG Reporting Forms.xlsx; FY 2020-2021 EMPG AGREEMENT Franklin County G0182.pdf; EMPG - BDW Franklin County G0182.docx

Importance: High

Good afternoon all,

On May 15, 2020, EMPG Agreements were forwarded to you for execution. After distribution, it was discovered by the Division’s Office of General Counsel and Programmatic staff that there were further standardizations needed within the Agreement as a whole. The Division has revised this Agreement for your review and will need you to execute the revised Agreement attached. Please note the following:

1. The Scope of Work for this Agreement has only terminology revisions (see attached Program Notice).
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Please also be advised that in adherence to 2 CFR 200.355 electronic signatures are allowed.

Please review the attached Program Notice 06-20 for your acknowledgment/certification, which further clarifies any modifications. If you have any questions, please feel free to make contact with Chanda Jenkins-Grants Supervisor, Karen Lyons-Program Manager, or myself. I apologize for the confusion this may cause. Thank you for your patience and have a great day.

Jamika

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Email: Jamika.Jackson@em.myflorida.com

F.

Under Florida law, correspondence with the Florida Division of Emergency Management, which is neither confidential nor exempt pursuant to Florida Statutes Chapter 119, is a public record made available upon request.

Jennifer Daniels

From: Jackson, Jamika <Jamika.Jackson@em.myflorida.com>
Sent: Thursday, June 11, 2020 2:31 PM
To: Brownell, Pamela (Franklin Co EM); Daniels, Jennifer (Franklin Co Alt EM)
Cc: Jenkins, Chanda; Lyons, Karen; Reeves, Jamela
Subject: Fy20/21 EMPA Agreement
Attachments: FDEM - Program Notice 06-20 EMPA.pdf; 2020-2021 EMPA Reporting Forms FINAL 6.8.20.xlsx; FY 2020-2021 EMPA Franklin County - A0138.pdf; EMPA - BDW Franklin County-A0138.docx

Good afternoon all,

On May 15, 2020, EMPA Agreements were forwarded to you for execution. After distribution, it was discovered by the Division's Office of General Counsel and Programmatic staff that there were further standardizations needed within the Agreement as a whole. The Division has revised this Agreement for your review and will need you to execute the revised Agreement attached. Please note the following:

1. The Scope of Work for this Agreement has not been modified.
2. There have been minimal Boiler Plate modifications.
3. Exhibit 4 was omitted in initial submission and has been added.
4. If previous Agreement sent has been returned to the Division, we ask that you please review the attached revised Agreement for accuracy and follow your County's process for execution.
5. If previous Agreement sent has not been returned to the Division, please replace the revised Agreement attached to this email and follow your County's process for execution.

Please also be advised that in adherence to EMPA State Rule, electronic signatures are allowed.

Please review the attached Program Notice 06-20 for your acknowledgment/certification, which further clarifies any modifications. If you have any questions, please feel free to make contact with Chanda Jenkins-Grants Supervisor, Karen Lyons-Program Manager, or myself. I apologize for any confusion this may cause. Thank you for your patience.

Jamika

Jamika Jackson, FCCM
Grant Specialist V

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Tallahassee, Florida 32399
Office: 850-815-4344
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Under Florida law, correspondence with the Florida Division of Emergency Management, which is neither confidential nor exempt pursuant to Florida Statutes Chapter 119, is a public record made available upon request.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CFDA Number(s): 97.042

Agreement Number: G0195

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. 2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”
- B. As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”
- C. As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”
- D. As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”
- E. As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

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

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A(2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R.

§200.302 states in part: “Each state must expend F. account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.”

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **April 27, 2020**, and will end on **June 30, 2021**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$7,975.79**, subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

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

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

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

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

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

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

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

- i. Contractor is bound by all applicable State and Federal law and regulations;
- ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract F. with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statutes, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

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

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

state agency or subdivision of the State of Florida F. sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible

purposes under the laws, rules and regulations governing the use of these funds;

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

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

(12) TERMINATION

- (a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- (b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding F. gations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

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

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

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement F. in accordance with the provisions outlined in Paragraph (12) above; and,

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

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

(m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically

updates this resource page so please check back F. the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Exhibit 4 – Certification & Compliance with EMPG-S Notice of Funding Opportunity (NOFO) Objectives, Priorities, and Funding Restrictions

Exhibit 5 – Program Overview and Priorities

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Reporting Forms

(15) NOTICE OF CONTACT

(a) In accordance with section 215.971(2), Florida Statutes, the Division’s Grant Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the Division’s liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division’s Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division’s Grant Manager for this Agreement is:

Contractual Point of Contact
Jamika Jackson Florida Division of Emergency Management 2555 Shumard Oak Blvd., 330G Tallahassee, FL 32399-2100 (850) 815-4334 Jamika.Jackson@em.myflorida.com

(c) The name and address of Division’s Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Pamela Brownell
Title: Emergency Management Director
Address: 28 Airport Road Apalachicola, Florida 32320
Phone: (850) 653-8977
Email: em3frank@fairpoint.net

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

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

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

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

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

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later

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

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

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

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

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

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

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

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

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

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

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

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

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

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

(b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant

or contract prohibit the expenditure of funds for the F. use of lobbying the Legislature, the judicial branch, or a state agency.”

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(20) COPYRIGHT, PATENT, AND TRADEMARK

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

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

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

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

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

(22) ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, F., or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 5 years from the date of submission of the final expenditure report. The following are the only exceptions to the 5-year requirement:

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

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

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

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

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

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

(d) In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When

original records are paper, electronic versions may F. substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

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

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

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Proposed Budget Detail Work F. (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

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

(25) EXECUTION

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

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering F. agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(28) COPELAND ANTI-KICKBACK ACT

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

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

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

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

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

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

(31) SUSPENSION AND DEBARMENT

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

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

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

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

may pursue available remedies, in F.ing but not limited to suspension and/or debarment.

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

(32) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

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

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

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

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

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
FEDERALLY FUNDED RECIPIENT AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT: FRANKLIN COUNTY

By: _____

(Name and Title)

Date: _____

Federal Identification Number

DUNS Number

Agreement Number

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

(Jared Moskowitz, Division Director)

Date: _____

FY 2020-2021 E F. S AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

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

AUDITS

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

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

REPORTS

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

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

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

FY 2020-2021 E F. S AGREEMENT
EXHIBIT 2 – FUNDING SOURCES

I. FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Sub-Recipient 's Name:	Franklin County
Sub-Recipient 's unique entity identifier (DUNS):	
Federal Award Identification Number (FAIN):	
Federal Award Date:	April 27, 2020
Subaward Period of Performance Start and End Date:	April 27, 2020 to June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	\$7,975.79
Total Amount of the Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include the Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	\$7,975.79
Federal award project description (see FFATA):	Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136); section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.)
Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of Pass-Through Entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Jamika Jackson/ 850-815-4355
Catalog of Federal Domestic Assistance Number (CFDA):	97.042
Assistance Listings Title (Formerly Catalog of Federal Domestic Assistance (CFDA) Name):	Emergency Management Performance Grant
Funding Opportunity Title:	Emergency Management Performance Grant Program, COVID-19 Supplemental (EMPG-S)
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. 2 C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. The Department of Homeland Security (DHS), Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

FY 2020 - 2021 F. -S AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: <u>DEMSingle_Audit@em.myflorida.com.</u>	
Sub-Recipient: Franklin County	
FEIN:	Sub-Recipient 's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p style="padding-left: 40px;">If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Sub-Recipient exceed \$750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p style="padding-left: 40px;">If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Sub-Recipient exceed \$750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.</p>	
By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

FY 2020 - 2021 EMPG-S AGREEMENT
EXHIBIT 4

**CERTIFICATION & COMPLIANCE WITH EMPG-S NOTICE OF FUNDING OPPORTUNITY (NOFO)
OBJECTIVES, PRIORITIES, AND FUNDING RESTRICTIONS**

The FY 2020 EMPG-S program will provide funds to assist State, local, tribal, and territorial emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency.

EMPG-S Sub-Recipients may only fund activities and projects that are for the purpose of preventing, preparing for, and responding to the coronavirus and are allowable within the rules prescribed by the NOFO. Funds under this award shall not be used for activities unrelated to coronavirus prevention, preparedness, or response.

Consistent with 2 C.F.R. Part 200, none of the funds awarded under the NOFO may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, EMPG-S funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

I, _____ (Name) certify compliance with the aforementioned requirements for the 2020-2021 Emergency Management Performance Grant, COVID-19 Supplemental program.

I, _____ also certify that I am the official representative for _____ (Sub-Recipient) and have authority to bind _____ (Sub-Recipient) to this certification of compliance.

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Phone/Email: _____

FY 2020 - 2021 EMPG-S AGREEMENT

EXHIBIT 5– PROGRAM OVERVIEW AND PRIORITIES

PROGRAM OVERVIEW:

The Fiscal Year (FY) 2020 Emergency Management Performance Grant Program – COVID-19 Supplemental (EMPG-S) assists tribes and local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response.

PRIORITIES:

The priorities under this funding opportunity will address the local response to the COVID-19 public health emergency. FEMA encourages funding to be used for:

- Mitigation activities (related to slowing the spread of COVID-19);
- Integration of emergency management and public health operations;
- Personal Protective Equipment (PPE) inventories and establishment of burn rates to forecast future needs;
- Planning for alternate care sites;

EMPG-S funding also can be used to assist emergency managers with implementing community lifelines to prevent, prepare for, and respond to the COVID-19 public health emergency.

Examples of areas eligible for funding under this funding opportunity include, but are not limited to:

- Plan Development;
- Jurisdictional Recovery;
- Information Sharing;
- Emergency Public Information and Warning and Risk Communication;
- Logistics and Supply Chain Management;
- Development of Distribution Management Plans.

Consistent with 2 C.F.R. Part 200, none of the funds awarded under this agreement may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, consistent with section C.4. – Cost Share of the EMPG-S NOFO, funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

TASKS AND DELIVERABLES: The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

TASK 1: QUARTERLY MATCH

The EMPG-S agreement has a 50% Federal and 50% Local match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet the matching requirements, the Sub-Recipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

TASK 1 DELIVERABLES:

- Provide Quarterly Match Form 3A to identify the non-federal match amount;
- Supporting documentation is required when using local funds to satisfy the match requirement.

Supporting Documentation: invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements are required quarterly for proof of payment when using local funds to satisfy the match requirement.

Reporting Requirements: Quarters 1, 2, 3, and 4

TASK 2: EMPG-S COVID-19 ACTIVITY LOG

EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response. The Sub-Recipient must provide a quarterly activity log that describes activities throughout the period of performance.

TASK 2 DELIVERABLES:

- Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-Recipient has conducted or will conduct throughout the period of performance. Examples of activities are listed below, but not limited to:
 - Emergency Operations Center (EOC) activities to include eligible overtime costs
 - Purchase/distribution of Personal Protective Equipment (PPE)
 - Planning/Contractual Services
 - Training Activities
 - Information Sharing
 - Other Authorized Equipment that have a COVID-19 Nexus
 - Facility Disinfection (EOC, shelters, and other EM facilities)
 - Community Feeding Support (transportation, meal purchases)
 - Other activities related to COVID-19. *Please describe.*

Reporting Requirements: Quarters 1, 2, 3, and 4

FY 2020-2021 E F. S AGREEMENT
ATTACHMENT A (1)
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPG-S Funding Guidance allowable costs are divided into the following categories:
Planning, Organization, Equipment and Training.

A. PLANNING

Planning makes it possible to manage the entire life cycle of a potential crisis. Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster. This includes development of policies, plans, procedures, mutual aid agreements, strategies, and other publications. Planning also involves the collection and analysis of intelligence and information to support development of Incident Action Plans and other strategic, operational, or tactical planning activities.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

Allowable planning activities include the development or updating of plans required to support COVID-19 prevention, preparedness, and response. Such plans or planning activities may include, but are not limited to:

- Emergency Operations Plans (EOPs)
- Incident Action Plans
- Communications Plans
- Crisis/Risk Communications
- Emergency Public Information and Warning Plans
- Logistics/Supply Chain Management Planning
- Resource Management and Allocation Plans
- Distribution Management Plans
- Public Health and Safety Plans
- Responder Health and Safety Plans
- Fatality Management Plans
- Medical Countermeasure Plans
- Medical Surge Capacity/Logistics Plans
- Disaster Financial Management Planning
- Updating of Mutual Aid Agreements
- Continuity of Operations and Continuity of Government Planning
- Recovery Planning

Planning Costs Supporting Documentation:

- Copies of completed plan or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

B. ORGANIZATION

EMPG-S funds may be used for emergency management operations, staffing, and other day-to-day activities in support of preventing, preparing for, and responding to the Coronavirus Disease 2019 (COVID-19) public health emergency. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S Activity Log. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG-S funds. Contracted personnel are also allowable under this category. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Organization Costs Supporting Documentation

If the Sub-Recipient seeks reimbursement for organization activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Provide Form 4 – Staffing Detail.
- COVID-19 expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

Use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

Maintenance and Sustainment:

To assist Sub-Recipients in meeting this objective, the policy set forth in IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be:

- (1) In direct support of existing capabilities;
- (2) An otherwise allowable expenditure under the applicable grant program;
- (3) Tied to one of the core capabilities in the five mission areas contained within the Goal, and;
- (4) Shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

C. EQUIPMENT

Allowable equipment categories for the EMPG-S Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the F. following AEL categories:

- Personal Protective Equipment (PPE) (Section 1)
- Information Technology (Section 4)
- Interoperable Communications Equipment (Section 6)
- Detection Equipment (Section 7)
- Decontamination Equipment (Section 8)
- Medical Equipment (Section 9)
- Power Equipment (Section 10)
- Physical Security Enhancement Equipment (Section 14)
- CBRNE Logistical Support Equipment (Section 19)
- Other Authorized Equipment (Section 21)

General Purpose Vehicles: In addition to the above, general purpose vehicles may be procured in order to carry out the responsibilities of the EMPG-S. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Division Grants Manager for clarification. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Funding for Critical Emergency Supplies: Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG-S. Each county must have the Division’s approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The inventory management five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

D. TRAINING

EMPG-S funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel assigned to support the COVID-19 public health emergency.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or

approved training courses and pro F.s are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel related to EMPG-S activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located <https://www.fema.gov/media-library/assets/documents/90195>, and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/118323>.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: <https://www.dol.gov/whd/govcontracts/dbra.htm>

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

E. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:

Non-federal entities receiving financial assistance from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, policies, and this Manual. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, the Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, the Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient or subrecipient refuses to correct the matter, the Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

FY 2020-2021 E F. S AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S”) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 EMPG-S Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Sub-Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Sub-Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Sub-Recipient’s quarterly report must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: FRANKLIN, COUNTY OF
AGREEMENT: G-0195

1. PLANNING	\$
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$
5. TOTAL AWARD	\$7,975.79

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Eligible Planning Activities			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
COVID-19 expenses <i>(provide description of covid-19 expenses)</i>			
Utilities (electric, water and sewage)			

F.

Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal Protective Equipment			
Information Technology			
Interoperable Communications Equipment			
Detection Equipment			
Decontamination Equipment			
Medical Equipment			
Power Equipment			
Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other Authorized Equipment			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
TOTAL EXPENDITURES			\$7,975.79

REVISION DATE: _____

**FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS**

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

- The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.
- The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
- The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

FY 2020-2021 E F. S AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

NO ADVANCE PAYMENT REQUESTED Payment will be solely on a reimbursement basis. No Additional information is required.	Check here: _____
ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Sub-Recipient would not be able to operate the program without this advance.	Check here: _____

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION

For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary, and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Sub-Recipient 's Name

Name and Title

Division Contract Number

Street Address

Project Number

City, State, Zip

Date

FY 2020-2021 E F. S AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Sub-Recipient 's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

- (1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

FY 2020-2021 E F. S AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

FY 2020-2021 E F. S AGREEMENT
ATTACHMENT F
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions.

The Division provides the following list of provisions that may be required depending upon the type of contract or subcontract being funded by this Agreement:

OMB GUIDANCE PT. 200, APP. II:

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-Recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations F. CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

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

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

(K) See § 200.322 Procurement of recovered materials.

ATTACHMENT G F. REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 Supplemental
2020-2021 EMPG-S REPORTING FORMS**

2020-2021 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A - Quarterly Financial Report** by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B - Quarterly Tasks** to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A - Detail of Claims & Division Form 2B - Detail of Claims (Salaries & Fringe)** forms must accompany the **Division Form 1A - Quarterly Financial Report** each quarter.
5. The **Division Form 1A - Quarterly Financial Report** form must be signed by the grant manager or someone with equal authority.
6. Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region or at the address below:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. The Division Form 3A - Quarterly Match Form shall be submitted to the Division each quarter to identify the non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements, etc.), when using Local funds to satisfy the match requirement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Division Form 3B - Activity Log:

1. Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-recipient has conducted or will conduct throughout the period of performance. The Division Form 3B shall be submitted to the Division each quarter.
2. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S COVID-19 Activity Log.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state, federal, etc. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4 - Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. The appropriate Local match supporting documentation (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements, etc.) shall be provided to the Division along with the Form 5 - Close Out Report.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

EMPG-S Program NOFO

1. Consistent with 2 C.F.R. Part 200, none of the funds awarded under this Agreement may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, consistent with section C.4. - Cost Share of the EMPG-S NOFO, funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved the Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

ATTACHMENT G F. REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 Supplemental
DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT**

AGREEMENT #: _____ CLAIM #: 1

AWARD AMOUNT: _____ QUARTER #: 1

SUB-RECIPIENT: _____
 COUNTY: _____
 ADDRESS: _____

POINT OF CONTACT: _____
 PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

- 1 - July 1 - Sept. 30, 2020 (Forms are due no later than October 30)
- 2 - October 1 - Dec. 31, 2020 (Forms are due no later than January 30)
- 3 - January 1 - March 31, 2021 (Forms are due no later than April 30)
- 4 - April 1 - June 30, 2021 (Forms are due no later than July 30)

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	\$0.00					\$0.00	\$0.00
2. ORGANIZATION	\$0.00					\$0.00	\$0.00
3. EQUIPMENT	\$0.00					\$0.00	\$0.00
4. TRAINING	\$0.00					\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____ AUTHORIZED REPRESENTATIVE _____ DATE _____

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

ATTACHMENT G F. REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 Supplemental
DIVISION FORM 1B - QUARTERLY TASKS**

SUB-RECIPIENT: _____
 QUARTER: July 1 - Sept. 30

EMPG-S Emergency Management Personnel
EM Employee Name & Position Title
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED				
	QRT 1	QRT 2	QRT 3	QRT 4	COMMENTS <small>Use for explanation that supports Activities.</small>
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those Sub-recipients using local funds to satisfy the match requirement, supporting documentation is required with the form to support match amount reported (Due Q1-Q4)					
T2: Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-recipient has conducted or will conduct throughout the period of performance. Examples of activities are listed below, but not limited to: •Emergency Operations Center activities to include eligible overtime •Purchase/distribution of Personal Protective Equipment (PPE) and Other Equipment •Blanning/Contracted Services •Training and Exercise Activities •Information Sharing •Other Authorized Equipment •Facility Disinfection (EOC, Shelters and other EM facilities) •Other activities related to COVID-19 •Community Feeding Support (Transportation, Meal Purchases) (Due Q1-Q4)					

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G F. REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 2A - DETAIL OF CLAIMS**

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2020

Please use separate Division Form 2A - Detail of Claims per allocation category.
Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.
Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: PLANNING

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE <small>(Include full date)</small>	PAYMENT REFERENCE # <small>(CHECK #, PO, CC#, JT)</small>	PURCHASE AMOUNT	FEMA AEL# <small>(N/A if equipment was not purchased)</small>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
TOTAL					\$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G F. REPORTING FORMS

ATTACHMENT G F. REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT: _____ **CLAIM #:** 1

QUARTERLY REPORTING PERIOD: July 1 - Sept. 30

1. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. Each quarter the Sub-Recipient must identify the Local match on the Quarterly Match Form 3A. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds.
2. If the EMPG-S funds are being matched with 2020-2021 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.
3. If the 2020-2021 EMPG-S award exceeds the 2020-2021 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG-S match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG-S REPORTING		AWARD AMOUNT:	\$ -
	EMPG-S QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		\$0.00	\$0.00
QUARTER 2		\$0.00	\$0.00
QUARTER 3		\$0.00	\$0.00
QUARTER 4		\$0.00	\$0.00
TOTAL EMPG-S CLAIMS		\$0.00	

EMPA REPORTING		AWARD AMOUNT:	\$ 105,806.00
	EMPA QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		\$0.00	\$105,806.00
QUARTER 2		\$0.00	\$105,806.00
QUARTER 3		\$0.00	\$105,806.00
QUARTER 4		\$0.00	\$105,806.00
TOTAL EMPA CLAIMS		\$0.00	

MATCH REPORTING		REQUIRED MATCH AMOUNT: \$ -		
	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL MATCH				\$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G F. REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
EMPG-S COVID-19 ACTIVITY LOG FORM 3B

SUB-RECIPIENT: _____

CLAIM #: 1

QUARTERLY REPORTING PERIOD: July 1 - Sept. 30

1. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response. The Sub-Recipient must provide a quarterly activity log that describes activities throughout the period of performance.
2. The EMPG-S COVID-19 Activity Log outlines the activities the Sub-Recipient has conducted or will conduct throughout the period of performance.
3. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S COVID-19 Activity Log.

Quarterly Activities:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G F. REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
 2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
 DIVISION FORM 4 - STAFFING DETAIL
 EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:		FL County		POINT OF CONTACT:		PHONE/EMAIL:		123-123-1234	
EMPLOYEE INFORMATION			LOCAL	STATE AND FEDERAL				TOTAL	
EM Employee Name, Position Title	#	\$	%	%	\$	%	\$	%	%
Hrs./Week Devoted to EM Activities	Total Salaries & Benefits by Position	County General Fund (Local)	EMPA Base Grant (State)	EMPA Base Grant (State)	EMPG-S Base Grant (Federal)	EMPG-S Base Grant (Federal)	Other State or Federal Funds	Total All Funds	
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]
1 EXAMPLE: John Smith, Planner	40	\$ 40,000.00	0%	50%	\$ 20,000.00	50%	\$ 20,000.00	0%	100%
2					\$ -		\$ -		0%
3					\$ -		\$ -		0%
4					\$ -		\$ -		0%
5					\$ -		\$ -		0%
6					\$ -		\$ -		0%
7					\$ -		\$ -		0%
8					\$ -		\$ -		0%
9					\$ -		\$ -		0%
10					\$ -		\$ -		0%
11					\$ -		\$ -		0%
12					\$ -		\$ -		0%
13					\$ -		\$ -		0%
14					\$ -		\$ -		0%
15					\$ -		\$ -		0%
16					\$ -		\$ -		0%
17					\$ -		\$ -		0%
18					\$ -		\$ -		0%
19					\$ -		\$ -		0%
20					\$ -		\$ -		0%
TOTAL					\$ 20,000.00		\$ 20,000.00		

DIRECTIONS:

1. In Column #1, list the name of Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-9, provide the funding distribution (% or \$) in each applicable column.
5. Column #10 calculates the sum of percentages entered in Columns 4 - 9 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.

ATTACHMENT G – REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 5 - CLOSE-OUT REPORT**

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2020-2021 period of performance ends on June 30, 2021. Division FORM 5 - Close Out Report is due by August 30, 2021.

SUB-RECIPIENT: _____ AGREEMENT #: _____
 POINT OF CONTACT: _____ EMPG AWARD AMOUNT: \$ _____ -
 PHONE/EMAIL: _____ UNCLAIMED BALANCE: \$ _____ -

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	EXPENDITURES
1. PLANNING	\$ -
2. ORGANIZATION	\$ -
3. EQUIPMENT	\$ -
4. TRAINING	\$ -
\$	-

DATE	AMOUNT
1	\$ -
2	\$ -
3	\$ -
4	\$ -
\$	-

AWARD AMOUNT \$ -
 (LESS ADVANCED FUNDS) \$ -
 (LESS REIMBURSEMENTS) \$ -
UNCLAIMED BALANCE OF AWARD \$ -

The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. If the EMPG-S award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG-S award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
 Make checks payable to: Cashier, Florida Division of Emergency Management
 Mail to: Florida Division of Emergency Management, 2656 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY DIVISION:

SIGNATURE AND DATE: _____
Division Grant Manager

SIGNATURE AND DATE: _____
Division Programmatic Reviewer

ATTACHMENT G F. REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
 2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
 DIVISION FORM 6 - TIME AND EFFORT
 This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ QUARTERLY REPORTING PERIOD: July 1 - Sept. 30
 PERIOD DATES: _____ TO _____ CLAIM #: _____

Date Range	Week 1								Week 2								CATEGORY TOTALS	
	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2								0									0	0
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL								0	PERIOD TWO TOTAL								0	

Date Range	Week 1								Week 2								CATEGORY TOTALS	
	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2								0									0	0
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL								0	PERIOD TWO TOTAL								0	

Date Range	Week 1								Week 2								CATEGORY TOTALS	
	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2								0									0	0
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL								0	PERIOD TWO TOTAL								0	

Date Range	Week 1								Week 2								CATEGORY TOTALS	
	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2								0									0	0
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL								0	PERIOD TWO TOTAL								0	

Date Range	Week 1								Week 2								CATEGORY TOTALS	
	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2								0									0	0
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL								0	PERIOD TWO TOTAL								0	

Date Range	Week 1								Week 2								CATEGORY TOTALS	
	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2								0									0	0
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL								0	PERIOD TWO TOTAL								0	

Employee Signature: _____ Date: _____ Supervisor Signature: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CFDA Number(s): 97.042

Agreement Number: G0182

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANTS

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. 2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”
- B. As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”
- C. As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”
- D. As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”
- E. As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

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

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A(2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R.

§200.302 states in part: “Each state must expend F. account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.”

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on July 01, 2020, and will end on June 30, 2021, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$53,720.00**, subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

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

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

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

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

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

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

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

- i. Contractor is bound by all applicable State and Federal law and regulations;
- ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract F. with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statutes, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

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

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

state agency or subdivision of the State of Florida F. sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible

purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

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

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding F. gations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

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

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

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement F. in accordance with the provisions outlined in Paragraph (12) above; and,

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

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

(m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically

updates this resource page so please check back F. the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Reporting Forms

(15) NOTICE OF CONTACT

F.

(a) In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Jamika Jackson Florida Division of Emergency Management 2555 Shumard Oak Blvd., 330G Tallahassee, FL 32399-2100 (850) 815-4334 Jamika.Jackson@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Pamela Brownell
Title: Emergency Management Director
Address: 28 Airport Road Apalachicola, Florida 32320
Phone: 850-653-8977
Email: em3frank@fairpoint.net

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

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

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

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

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

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference.

The inaccuracy of the submissions or any material F. ges shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient , cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient .

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

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

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

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

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

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

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

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

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

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

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

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

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

(b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant

or contract prohibit the expenditure of funds for the F. use of lobbying the Legislature, the judicial branch, or a state agency.”

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(20) COPYRIGHT, PATENT, AND TRADEMARK

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

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

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

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

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

(22) ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 5 years from the date of submission of the final expenditure report. The following are the only exceptions to the 5-year requirement:

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

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

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

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

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

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

(d) In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When

original records are paper, electronic versions may F. substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

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

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

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Proposed Budget Detail Work F. (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

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

(25) EXECUTION

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

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering F. agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(28) COPELAND ANTI-KICKBACK ACT

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

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

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

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

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

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

(31) SUSPENSION AND DEBARMENT

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

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

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

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

may pursue available remedies, including but not limited to suspension and/or debarment.

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

(32) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

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

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

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

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

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
FEDERALLY FUNDED RECIPIENT AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT: FRANKLIN COUNTY

By: _____

(Name and Title)

Date: _____

Federal Identification Number

DUNS Number

Agreement Number

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

(Jared Moskowitz, Division Director)

Date: _____

FY 2020-2021 F. AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

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

AUDITS

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

In accounting for the receipt and expenditure F. funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in compliance with F. the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

FY 2020-2021 F. AGREEMENT
EXHIBIT 2 – FUNDING SOURCES

I. FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Sub-Recipient 's Name:	Franklin County
Sub-Recipient 's unique entity identifier (DUNS):	
Federal Award Identification Number (FAIN):	
Federal Award Date:	July 01, 2020
Subaward Period of Performance Start and End Date:	July 01, 2020 to June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	\$53,720.00
Total Amount of the Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include the Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	\$53,720.00
Federal award project description (see FFATA):	Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).
Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of Pass-Through Entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Jamika Jackson/ 850-815-4344
Catalog of Federal Domestic Assistance Number (CFDA):	97.042
Assistance Listings Title (Formerly Catalog of Federal Domestic Assistance (CFDA) Name:	Emergency Management Performance Grant
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Appendix "H", FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated February 2020
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant Program (EMPG)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

FY 2020 - 2021 F. AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: <u>DEMSingle_Audit@em.myflorida.com.</u>	
Sub-Recipient: Franklin County	
FEIN:	Sub-Recipient 's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p style="padding-left: 40px;">If the above answer is yes, answer the following before proceeding to item 2.</p> <p style="padding-left: 40px;">Did Sub-Recipient exceed \$750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p style="padding-left: 40px;">If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p style="padding-left: 40px;">If the above answer is yes, answer the following before proceeding to item 2.</p> <p style="padding-left: 40px;">Did Sub-Recipient exceed \$750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p style="padding-left: 40px;">If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.</p>	
By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

I. GENERAL POLICY

Sub-Recipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Sub-Recipient shall provide all necessary personnel, materials, services, and facilities, except otherwise provided herein, to carry out the program. Sub-Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

II. SUB-RECIPIENT RESPONSIBILITIES

Sub-Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND DELIVERABLES:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the Grant Manager's email address provided in Subparagraph 16(b) as stated in the scope of work. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

TASK 1: MATCH

A. QUARTERLY MATCH

The EMPG agreement has a **50% Federal** and **50% Local** match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions **must** be reasonable, allowable, allocable, and necessary under the grant program and **must** comply with all Federal requirements and regulations.

DELIVERABLES

- Provide Quarterly Match **Form 3A** to identify the non-federal match amount;
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using local funds to satisfy the match requirement. If using EMPA as match, no additional supporting documentation is required;

Reporting Requirements (Quarters 1,2,3, and 4).

Supporting Documentation: invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: BUILDING AND SUSTAINING CORE CAPABILITIES

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

In accordance with the (HSPD)-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Sub-Recipients must certify that they are NIMS compliant or working towards compliance and will furnish documentation upon request. All Sub-Recipients are required to complete and submit the NIMS Data Collection Worksheet _Local compliance annually.

DELIVERABLES

- NIMS Data Collection Worksheet_Local, provided by the Preparedness Bureau, in the month of September, will be submitted electronically by December 01, 2020 to the Bureau Chief of Preparedness;

Reporting Requirements (Quarter 2).

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. LOGISTICS PLANNING – DISTRIBUTION MANAGEMENT PLAN

Continuing the requirement from 2019, counties will begin an update of its' Logistics Plan, a component to their existing Local Comprehensive Emergency Management Plan (CEMP). The Logistics plan, for this agreement cycle, should focus on the distribution of commodities and supplies such as food, water, generators, and tarps to survivors following a disaster.

Section 252.35 (2)(g), Florida Statutes, requires the Department to:

- Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and
- Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

Completion of this requirement ensures statewide resource requirements are identified.

DELIVERABLES

- Provide the updated Logistics Plan Component addressing the following:
 - Resource Ordering
 - Distribution Methods
 - Inventory Management
 - Staging areas
 - Transportation
 - Demobilization

Reporting Requirements (Quarter 4).

TASK 3: VALIDATING CAPABILITIES

A. INTEGRATED PREPAREDNESS PROGRAM (IPP)

The Sub-Recipient shall develop and maintain an Integrated Preparedness Program (IPP) that identifies a combination of exercises and associated training requirements that address priorities and build gaps identified in the Integrated Preparedness Program Workshop (IPPW) and builds from training gaps identified in the county assessment process.

The IPP is designed to consolidate the training and exercise that will be undertaken by any and all stakeholders within the State of Florida in an effort to maximize opportunities to coordinate, collaborate, and improve effectiveness of each stakeholder’s (the Whole Community) capacity/capability when responding or assisting in the response to, recovery from, and mitigation of impacts from any of the “All Hazards” threats. Training and exercises play a crucial role in this strategy, providing the State with a means of attaining, practicing, validating, and improving core capabilities.

DELIVERABLES

- Provide the percentage of completed training and exercise activities listed on the current IPP;

Reporting Requirements (Quarters 1,2,3, and 4);

- The County 2022-2024 IPP by February 1, 2021;

Reporting Requirements (Quarter 3).

B. TRAINING AND EXERCISE

Training and Exercise activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, IPP developed through an annual IPPW and should reflect efforts to address training capabilities gaps.

In addition to training activities aligned to and addressed in the IPP, all EMPG funded personnel must complete the following training requirements and record proof of completion:

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and Professional Development Series (PDS); or Emergency Management Professionals Program (EMPP) Basic Academy.

Exercises play a vital role in national preparedness by enables whole community stakeholders to test and validate plans and capabilities and identify both capability gaps and areas for improvement.

Exercises also test capabilities, familiarize emergency management personnel with role and responsibilities, foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

DELIVERABLES

- The Division **Form 4** - Staffing Detail for all funded EMPG personnel;
- Training transcripts for funded EMPG personnel listed on the Division **Form 4** – Staffing Detail. If certificates are uploaded into SERT TRAC, Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E);
- Provide sign in sheet or certificate or participation in at least three (3) exercises for funded EMPG personnel during the period of performance

Reporting Requirements (Quarters 1,2,3, and 4)

NOTE: Additional course completion documentation is required only if; new personnel are listed on the Staffing Detail Form.

Reference: FEMA Preparedness Grants Manual - Program Appendix H

ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPG Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

Reference: FEMA Preparedness Manual Program Appendix H

B. ORGANIZATION

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible “**Organization Cost**” items include, but are not limited to:

- Salaries and Fringe Benefits
 - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
 - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)

- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
 - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
 - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
 - Central Heat/Air (Need prior EHP approval)
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD’s IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

Organization Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. EQUIPMENT

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

Reference: FEMA Preparedness Manual Program Appendix H

D. TRAINING

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
	E/L105 Public Information & Warning	

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from

the State Training Officer for the number of participants F. then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify F. reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

F.
Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration (“GSA”) for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and participation of the individual in the travel is necessary to the Federal award.

Reference: FEMA Preparedness Manual Program Appendix H

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

Reference: FEMA Preparedness Manual Program Appendix H

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located <https://www.fema.gov/media-library/assets/documents/90195>, and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/118323>.

C. CONSTRUCTION AND RENOVATION

F.

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: <https://www.dol.gov/whd/govcontracts/dbra.htm>

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

E. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:

Non-federal entities receiving financial assistance from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, policies, and this Manual. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance

on the part of a recipient or subrecipient. This potential F. or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, the Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, the Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient or subrecipient refuses to correct the matter, the Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: (1) FEMA Preparedness Manual Program Actions to Address Noncompliance (pgs. 37-38) and (2) 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

FY 2020-2021 E F. **AGREEMENT**
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: FRANKLIN,COUNTY OF
AGREEMENT: G-0182

1. PLANNING	\$
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$53,720.00

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES			
(Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits (Contractors and Consultants)			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			

F.

Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			

F.

Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$53,720.00

REVISION DATE: _____

FY 2020-2021 E.M.P.A. AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

- A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel’s required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.
- B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
- C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

FY 2020-2021 F. AGREEMENT
ATTACHMENT B

JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

<p>NO ADVANCE PAYMENT REQUESTED</p> <p>Payment will be solely on a reimbursement basis. No Additional information is required.</p>	<p>Check here: _____</p>
<p>ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Sub-Recipient would not be able to operate the program without this advance.</p>	<p>Check here: _____</p>

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<p><u>For example</u></p> <p>ADMINISTRATIVE COSTS (Include Secondary Administration.)</p>	
<p><u>For example</u></p> <p>PROGRAM EXPENSES</p>	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION

For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary, and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Sub-Recipient 's Name

Name and Title

Division Contract Number

Street Address

Project Number

City, State, Zip

Date

FY 2020-2021 F. AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Sub-Recipient 's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

- (1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

FY 2020-2021 F. AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

FY 2020-2021 F. AGREEMENT
ATTACHMENT F
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions.

The Division provides the following list of provisions that may be required depending upon the type of contract or subcontract being funded by this Agreement:

OMB GUIDANCE PT. 200, APP. II:

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-Recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations F. CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

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

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

(K) See § 200.322 Procurement of recovered materials.

ATTACHMENT G F. REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

2020-2021 EMPG REPORTING FORMS

2020-2021 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region or at the address below:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, payroll registries, etc.), if using funds other than EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal requirements and regulations.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state, federal, etc. This form is due with Quarter 1 submission or no later than October 30, 2020, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. If the the EMPG award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, receipts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Training and Exercise Requirements for EMPG funded personnel

1. **All EMPG funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, FEMA Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the FEMA Independent Study courses identified in the FEMA Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location. Participation in at least three (3) exercises for funded EMPG personnel during the period of performance.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

ATTACHMENT G F. REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT**

AGREEMENT #:		CLAIM #:	1
AWARD AMOUNT:		QUARTER #:	1
SUB-RECIPIENT:			
COUNTY:		REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)	
ADDRESS:		1 - July 1 – Sept. 30, 2020 (Forms are due no later than October 30)	
		2 - October 1 – Dec. 31, 2020 (Forms are due no later than January 30)	
		3 - January 1 – March 31, 2021 (Forms are due no later than April 30)	
POINT OF CONTACT:		4 - April 1 - June 30, 2021 (Forms are due no later than July 30)	
PHONE/EMAIL:			

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	\$0.00					\$0.00	\$0.00
2. ORGANIZATION	\$0.00					\$0.00	\$0.00
3. EQUIPMENT	\$0.00					\$0.00	\$0.00
4. TRAINING	\$0.00					\$0.00	\$0.00
5. EXERCISE	\$0.00					\$0.00	\$0.00
6. MGMT AND ADMIN (up to 5%)	\$0.00					\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE:		DATE	
AUTHORIZED REPRESENTATIVE			

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT		DIVISION DATE RECEIVED STAMP
PRIOR CLAIMS		
THIS CLAIM AMOUNT		
BALANCE OF AWARD		

ATTACHMENT G F. **REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 1B - QUARTERLY TASKS

RECIPIENT:	
QUARTER:	July 1 - Sept. 30

Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				FEMA Professional Development Series				OR	National Emergency Management Basic Academy						
	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4	QRT 1	QRT 2	QRT 3	QRT 4		QRT 1	QRT 2	QRT 3	QRT 4			
EM Employee Name & Position Title																												

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED				COMMENTS
	QRT 1	QRT 2	QRT 3	QRT 4	
T1: Provide Division Exhibit 4, certification of a full-time Emergency Management Director or part-time Coordinator. (Q1, any updates Q2-Q4)					Use for explanation that supports Training & Exercise progression.
T1: Provide Division Form 4 - Staffing Detail and position descriptions for funded emergency management staff. (Q1, any updates Q2-Q4)					
T1: Provide a quarterly report as outlined in Quarterly Reports (Attachment (A3)). (Q1-Q4)					
T1: Provide full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs. (Q1-Q4)					
T2: Provide the Division Form 3 - Local Budget Match Requirement. (Q2, any updates Q3-Q4)					
T2: Submit a copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date (Q2, any updates Q3-Q4)					
T2: Submit copy of the local EM general revenue expenditure (general ledger) report (Q2, any updates Q3-Q4)					
T3: Response Capabilities (Attachment F) - Maintain current county emergency management and other contacts through the Division's SharePoint Portal including County Director and Alternate contacts. (Q3, any updates Q4)					
T3: Response Capabilities (Attachment F) - Upload current GIS site data to the Division's SharePoint Portal. (Q3, any updates Q4)					
T3: Response Capabilities (Attachment F) - Upload current site data into WebEOC to include County Staging Areas (CSAs) and County Points of Distribution (PODs). (Q3, any updates Q4)					
T3: Attachment G - Complete Hurricane Shelter Retrofit items A-G in the worksheet and upload into WebEOC no later than March 31, 2021 .					
T4: Recovery Capabilities (Attachment H) - Identify any potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC. (Q4)					

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE:	
	AUTHORIZED REPRESENTATIVE
PRINTED NAME:	
TITLE:	
DATE:	

ATTACHMENT G – REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2A - DETAIL OF CLAIMS**

SUB-RECIPIENT:	INCURRED DATE RANGE: Example: July 1 through Sept. 30, 2020
-----------------------	--

Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.
Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

CATEGORY:	PLEASE SELECT FROM THE LIST BELOW PLANNING
------------------	--

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE <small>(Include full date)</small>	PAYMENT REFERENCE # <small>(CHECK #, PO, CC#, JT)</small>	PURCHASE AMOUNT	FEMA AEL# <small>(N/A if equipment was not purchased)</small>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
TOTAL					\$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE:	AUTHORIZED REPRESENTATIVE
PRINTED NAME:	
TITLE:	
DATE:	

ATTACHMENT G – REPORTING FORMS

F.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSEMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY? _____
 Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.

EM EMPLOYEE NAME		EM POSITION TITLE	% OF TIME CHARGED TO EMPG	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	\$ 5,000.00	\$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
TOTALS				\$ 5,000.00	\$ 1,200.00
				TOTAL	\$ 6,200.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT					
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT					
DIVISION FORM 3A - Quarterly Match					
SUB-RECIPIENT:				CLAIM #:	1
QUARTERLY REPORTING PERIOD:	July 1 - Sept. 30				
<p>1. The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. Each quarter the Sub-Recipient must identify the non-federal match on the Quarterly Match Form 3A.</p> <p>2. If the EMPG funds are being matched with 2020-2021 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.</p> <p>3. If the 2020-2021 EMPG award exceeds the 2020-2021 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).</p>					
EMPG REPORTING			AWARD AMOUNT: \$		
	EMPG QUARTERLY CLAIM		CUM. FUNDS EXPENDED	REMAINING BALANCE	
QUARTER 1			\$0.00	\$0.00	
QUARTER 2			\$0.00	\$0.00	
QUARTER 3			\$0.00	\$0.00	
QUARTER 4			\$0.00	\$0.00	
TOTAL EMPG CLAIMS	\$0.00				
EMPA REPORTING			AWARD AMOUNT: \$		
	EMPA QUARTERLY CLAIM		CUM. FUNDS EXPENDED	REMAINING BALANCE	
QUARTER 1			\$0.00	\$105,806.00	
QUARTER 2			\$0.00	\$105,806.00	
QUARTER 3			\$0.00	\$105,806.00	
QUARTER 4			\$0.00	\$105,806.00	
TOTAL EMPA CLAIMS	\$0.00				
MATCH REPORTING			REQUIRED MATCH AMOUNT: \$		
	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)	
QUARTER 1					
QUARTER 2					
QUARTER 3					
QUARTER 4					
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL MATCH				\$0.00	
<p><i>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."</i></p>					
SIGNATURE:					
	AUTHORIZED REPRESENTATIVE				
PRINTED NAME:					
TITLE:					
DATE:					

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT: FL County **POINT OF CONTACT:** Jane Doe, Planner **PHONE/EMAIL:** 123-123-1234

EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL					TOTAL	
EM Employee Name, Position Title	#	\$	%	%	%	\$	%	\$	%	%	%
[1]	[2]	[3]	County General Fund (Local)	Other Local Funds	EMPA Base Grant (State)	EMPA Base Grant (State)	EMPG Base Grant (Federal)	EMPG Base Grant (Federal)	HMGP Planning Grant (State)	Other State or Federal Funds	Total All Funds
			[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]
1 EXAMPLE John Smith, Planner	40	\$ 40,000.00	0%	0%	50%	\$ 20,000.00	50%	\$ 20,000.00	0%	0%	100%
2						\$ -		\$ -			0%
3						\$ -		\$ -			0%
4						\$ -		\$ -			0%
5						\$ -		\$ -			0%
6						\$ -		\$ -			0%
7						\$ -		\$ -			0%
8						\$ -		\$ -			0%
9						\$ -		\$ -			0%
10						\$ -		\$ -			0%
11						\$ -		\$ -			0%
12						\$ -		\$ -			0%
13						\$ -		\$ -			0%
14						\$ -		\$ -			0%
15						\$ -		\$ -			0%
16						\$ -		\$ -			0%
17						\$ -		\$ -			0%
18						\$ -		\$ -			0%
19						\$ -		\$ -			0%
20						\$ -		\$ -			0%
TOTAL						\$ 20,000.00		\$ 20,000.00			

DIRECTIONS:

- In Column #1, list the name and position title for funded EMPG Emergency Management staff.
- In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
- In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
- In Columns #4-11, provide the funding distribution (% or \$) in each applicable column.
- Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
- Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
- This form is to be submitted to the Division along with the 1st Quarter submission, or by October 30, 2020, whichever occurs first.

ATTACHMENT G F. **REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DIVISION FORM 5 - CLOSE-OUT REPORT**

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2020-2021 period of performance ends on June 30, 2021. Division FORM 5 is due by August 30, 2021.

SUB-RECIPIENT:	AGREEMENT #:
POINT OF CONTACT:	EMPG AWARD AMOUNT: \$ -
PHONE/EMAIL:	UNCLAIMED BALANCE: \$ -

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	EXPENDITURES		DATE	AMOUNT
1. PLANNING	\$ -	1		\$ -
2. ORGANIZATION	\$ -	2		\$ -
3. EQUIPMENT	\$ -	3		
4. TRAINING	\$ -	4		
5. EXERCISE	\$ -	5		
6. MANAGEMENT AND ADMIN.	\$ -	6		
\$	\$ -		\$	\$ -

AWARD AMOUNT	\$ -
(LESS ADVANCED FUNDS)	\$ -
(LESS REIMBURSEMENTS)	\$ -
UNCLAIMED BALANCE OF AWARD	\$ -

The 2020-2021 EMPG agreement has a 50% Federal and 50% Local match requirement. If the EMPG award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SIGNATURE AND DATE:	
	AUTHORIZED REPRESENTATIVE
PRINTED NAME AND TITLE:	

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
 Make checks payable to: Cashier, Florida Division of Emergency Management
 Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY FDEM:

SIGNATURE AND DATE:	
	Division Grant Manager
SIGNATURE AND DATE:	
	Division Programmatic Reviewer

ATTACHMENT G – REPORTING FORMS

F.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ QUARTERLY REPORTING PERIOD: October 1 - December 31
PERIOD DATES: 10/1/2020 TO 12/31/20 CLAIM #: _____

Date Range	Week 1								Week 2								CATEGORY TOTALS	
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION			4					4									0	4
2 MGMT & ADMIN					5			5			5	5					10	15
3								0									0	0
4								0									0	0
5								0									0	0
6								0				12					12	12
DAILY TOTALS	0	0	4	0	5	0	0	9	0	0	5	17	0	0	0	0	22	31
PERIOD ONE TOTAL								9	PERIOD TWO TOTAL								22	31

Date Range	Week 1								Week 2								CATEGORY TOTALS	
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION			4	5				9									0	9
2 MGMT & ADMIN								0	5	5							10	10
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	4	5	0	0	0	9	5	5	0	0	0	0	0	0	20	19
PERIOD ONE TOTAL								9	PERIOD TWO TOTAL								10	19

Date Range	Week 1								Week 2								CATEGORY TOTALS	
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION					4	5		9									0	9
2 MGMT & ADMIN								0		4		5					9	9
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	4	5	0	9	0	4	0	5	0	0	0	0	9	18
PERIOD ONE TOTAL								9	PERIOD TWO TOTAL								9	18

Date Range	Week 1								Week 2								CATEGORY TOTALS	
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2 MGMT & ADMIN				5				5		4							4	9
3								0									0	0
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	5	0	0	0	5	0	4	0	0	0	0	0	0	4	9
PERIOD ONE TOTAL								5	PERIOD TWO TOTAL								4	9

Date Range	Week 1								Week 2								CATEGORY TOTALS	
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2 MGMT & ADMIN						4		4									0	4
3								0			5						5	5
4								0									0	0
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	0	0	4	0	4	0	0	5	0	0	0	0	0	5	9
PERIOD ONE TOTAL								4	PERIOD TWO TOTAL								5	9

Date Range	Week 1								Week 2								CATEGORY TOTALS	
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1 ORGANIZATION								0									0	0
2 MGMT & ADMIN				4		5		9									0	9
3								0		5							5	5
4								0				6					6	6
5								0									0	0
6								0									0	0
DAILY TOTALS	0	0	0	4	0	5	0	9	0	5	0	6	0	0	0	0	11	20
PERIOD ONE TOTAL								9	PERIOD TWO TOTAL								11	20

Employee Signature: _____ Date: _____ Supervisor Signature: _____ Date: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CSFA Number(s): 31.063

Agreement Number: A0138

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANTS

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

- (a) As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

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

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

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin July 1, 2020 upon execution by both parties and shall end on June 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (12)

TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(4) FUNDING CONSIDERATION

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

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

(c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A). The maximum reimbursement amount for the entirety of this Agreement is \$105,806.00.

(d) The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

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

(e) The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term “improper payment” means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

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

(f) The Recipient shall provide additional reports and information identified in the Quarterly Reports (Attachment A (3)).

(6) MONITORING

(a) Recipient is responsible for and shall monitor its performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

(d) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions

noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

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

(b) As required by section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or

partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

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

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

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

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

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,
- ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days.

Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process;

or,

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

- (i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

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

- (m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2 – Funding Sources

Exhibit 3 – Single Audits

Exhibit 4 – 27P-19 Administrative Code – EM Director or Part-Time Coordinator Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Response Capabilities

Attachment G – Hurricane Retrofit Shelter

Attachment H – Recovery Capabilities

Attachment I – Reporting Forms

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division’s Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division’s Grant Manager for this Agreement is:

Contractual Point of Contact
Jamika Jackson Florida Division of Emergency Management 2555 Shumard Oak Blvd., 330G Tallahassee, FL 32399-2100 (850) 815-4334 Jamika.Jackson@em.myflorida.com

(c) The name and address of Division’s Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

(d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name: Pamela Brownell
Title: Emergency Management Director
Address: 28 Airport Road Apalachicola, Florida 32320
Phone: (850) 653-8977
Email: em3frank@fairpoint.net

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance

Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

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

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

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

(18) MANDATED CONDITIONS AND OTHER LAWS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision

shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and

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

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary

Exclusion” (Attachment C) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

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

(k) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

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

(20) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(d) If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION.

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

(22) ASSURANCES

(a) The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

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

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Attachment A(2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

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

(25) EXECUTION

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

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.



**STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
STATE - FUNDED SUBAWARD AND GRANT AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT: FRANKLIN COUNTY

By: _____

(Name and Title)

Date: _____

Federal Identification Number

DUNS Number

Agreement Number

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

(Jared Moskowitz, Division Director)

Date: _____

**FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS**

The administration of resources awarded by the Division to the Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from Division per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(a) The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet (Attachment A(2)) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

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

AUDITS

The Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

When conducting an audit of the Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(c) The Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

(d) The Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

REPORTS

- (a) Consistent with 2 C.F.R. §200.328, the Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- (b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.
- (c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.
- (d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- (e) The Recipient shall provide additional program updates or information that may be required by the Division.
- (f) The Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

**FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 2 – FUNDING SOURCES**

**I. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Recipient's Name:	Franklin County
Recipient's unique entity identifier (DUNS):	
Federal Award Identification Number (FAIN):	
Award Date:	July 01, 2020
Subaward Period of Performance Start and End Date:	July 01, 2020 to June 30, 2021
Amount of State Funds Obligated by this Agreement:	\$105,806.00
Florida Accountability Contract Tracking System (see FACTS):	Section 215.97, Florida Statutes of Florida Single Audit; note if the resources awarded to the recipient represent more than one State Project, provide the same information shown below for each State Project and show total. State Financial Assistance Awarded that is subject to section 215.97, Florida Statutes.
Name of Awarding Agency:	Florida Division of Emergency Management
Name of Pass-Through Entity:	N/A
Contact Information for Awarding Official of Pass-Through Entity:	Jamika Jackson/850-815-4334
Catalog of State Financial Assistance (CSFA) Number:	31.063
Catalog of State Financial Assistance (CSFA) Name:	Emergency Management Preparedness and Assistance Grant
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	N/A

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. 2 C.F.R. 200 Uniform Administrative Requirements for Federal Grants

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Rule 27-P, Florida Administrative Code
2. Section 215.97, Section 215.971, Section 252.371-373, and Florida Statutes
3. Reference Guide for State Expenditures

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

**FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 3 – SINGLE AUDITS**

AUDIT COMPLIANCE CERTIFICATION					
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com .					
Recipient: Franklin County					
FEIN:	Sub- Recipient’s Fiscal Year:				
Contact Name:	Contact’s Phone:				
Contact’s Email:					
<p>1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>					
<p>2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.</p>					
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signature of Authorized Representative</td> <td style="width: 50%; border: none;">Date</td> </tr> <tr> <td style="width: 50%; border: none;">Printed Name of Authorized Representative</td> <td style="width: 50%; border: none;">Title of Authorized Representative</td> </tr> </table>		Signature of Authorized Representative	Date	Printed Name of Authorized Representative	Title of Authorized Representative
Signature of Authorized Representative	Date				
Printed Name of Authorized Representative	Title of Authorized Representative				

**FY 2020 – 2021 EMPA AGREEMENT
EXHIBIT 4 – 27-19 FLORIDA ADMINISTRATIVE CODE
EM DIRECTOR OR PART – TIME COORDINATOR CERTIFICATION**

In accordance with the 2020-2021 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2020 and shall end on June 30, 2021, and to remain consistent with Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator, in their efforts to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations.

Pursuant to Rule 27P-19.004, Florida Administrative Code, if the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

I, _____ (Name) certify compliance with the aforementioned requirements for the 2020-2021 Emergency Management Preparedness and Assistance grant program.

_____ (Recipient) has employed a _____ (EM Director or an EM Coordinator) pursuant to Section 252.38(3)(b), Florida Statutes.

I, _____ also certify that I am the official representative for _____ (Recipient) and have authority to bind _____ (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Phone/Email: _____

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK**

I. GENERAL POLICY

Recipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Recipient shall provide all necessary personnel, materials, services, and facilities, except otherwise provided herein, to carry out the program. Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

The intent of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by section 252.373, Florida Statutes. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration.

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

II. RECIPIENT RESPONSIBILITIES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND QUARTERLY DELIVERABLES

The Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the Grant Manager’s email address provided in Subparagraph 15(b) as stated in the scope of work. The Recipient must also provide a certification of completion on the deliverable checklist.



TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT STAFF

Each County Emergency Management Agency must annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

Pursuant to section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least twenty (20) hours a week in that capacity; or,
- A full-time director

In order to demonstrate successful completion of all required tasks for Quarter 1, the Recipient must submit the following items in the Division's SharePoint portal or WebEOC:

DELIVERABLES:

- **The Division Exhibit 4**, certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code each quarter;
- **The Division Form 4** – Staffing Detail and position descriptions for funded emergency management staff;
- A **Quarterly Report** as outlined in Quarterly Reports (Attachment A(3)); and
- The full-time Emergency Management Director's or part-time Coordinator's **certified timesheets** or **paystubs**.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Submit – Updates Only	Submit – Updates Only	Submit – Updates Only

Supporting Documentation: invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for this quarter.

TASK 2: LOCAL BUDGET MATCH CERTIFICATION

A. QUARTERLY MATCH

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds “at the amount either equal to the average of the previous three years’ level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower.”

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: “County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by section 252.38, Florida Statutes., shall not be included in determining the “level of county funding of the County Emergency Management Agency.’ ”

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if “exceptional financial circumstances” exist, then the Recipient may request from the Division a match reduction.

DELIVERABLES:

- **The Division Form 3** - Local Budget Match Certification;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;
- A copy of the local EM general revenue expenditure (general ledger) report.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Submit – Updates Only	Submit – Updates Only

TASK 3: RESPONSE CAPABILITIES

A. SITE IDENTIFICATION DATA/LOCATIONS AND HURRICANE SHELTER RETROFIT

Throughout the period of this Agreement, the Recipient must maintain current county emergency management and other contacts through the Division’s SharePoint including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;

The Recipient must maintain SharePoint site identification data including location and attribute information for fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;

The Recipient must maintain WebEOC site identification location and attribute information of all pre-identified County Staging Areas (CSAs) and County Points of Distribution (PODs), and;

The Recipient must complete, and upload Hurricane Shelter Retrofit information in WebEOC portal in accordance with Florida’s statewide Hurricane Shelter Space Deficit Elimination program.

DELIVERABLES:

- **Attachment F** - The Recipient must maintain current county emergency management and other contacts through the Division’s SharePoint including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;
- **Attachment F** - Maintain site data in SharePoint including location and attribute information for all fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;
- **Attachment F** - Maintain site data in WebEOC including location and attribute information for all pre-identified sites for County Staging Areas (CSAs) and County Points of Distribution (PODs);
- **Attachment G** - Complete the Hurricane Shelter Retrofit items A-G in the worksheet provided no later than **March 31, 2021** and upload into WebEOC.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Submit – Updates Only

TASK 4: RECOVERY CAPABILITIES

A. DISASTER RECOVERY CENTER LOCATIONS

Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

DELIVERABLES

- **Attachment H** – Support of Recovery capabilities (Attachment H), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	N/A	Deliverables Due

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS**

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-up sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime, and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel Cost - Rules 27P-11.004, 27P-11.0061, Florida Administrative Code:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least twenty (20) hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible "**Operational Cost**" items include, but are not limited to:

- **Salaries and Fringe Benefits**
 - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
 - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card

statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. EQUIPMENT

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant (“EMPG”) Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at <https://www.fema.gov/authorized-equipment-list>.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor

Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state”). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration (“GSA”) for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division’s SharePoint portal at: <https://portal.floridadisaster.org> an After Action Report (AAR) that includes the following:

- **An Improvement Plan; and,**
- **A roster of participants.**

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund “may not be used to supplant existing funding.” Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: “Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.”

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: “Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars...” Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses

In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a “one size fits all” approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

In order to qualify for reimbursement under the terms of this Agreement, the Recipient’s performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

D. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:

In the case of any potential or actual noncompliance, The Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient refuses to correct the matter, Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance (“EMPA”) Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Recipient’s quarterly reports must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: FRANKLIN, COUNTY OF
AGREEMENT: A-0138

1. PLANNING	\$
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$ 105,806.00

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits (Contractors and Consultants)			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			

F.

Salaries and Fringe Benefits (Contractors and Consultants)			
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost

F.

Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$105,806.00

REVISION DATE: _____

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS**

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide the Division with full support documentation for the quarterly financial reports.

- The Recipient must provide the Division with supporting documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel’s required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2020**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.
- In a format provided by the Division, Form 4 - Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2020**, or along with 1st quarter reimbursement submission, whichever occurs first.
- The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2021**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT**

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

<p>NO ADVANCE PAYMENT REQUESTED Check here: _____ Payment will be solely on a reimbursement basis. No Additional information is required.</p>
<p>ADVANCE REQUESTED Check here: _____ Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, and purchase supplies and equipment. Recipient would not be able to operate the program without this advance.</p>

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<p><u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)</p>	
<p><u>For example</u> PROGRAM EXPENSES</p>	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION

For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary, and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

FY 2020-2021 EMPA AGREEMENT
ATTACHMENT C

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

Project Number

City, State, Zip

Date

**FY 2020-2021 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

- (1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

**FY 2020-2021 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8)

by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT F – RESPONSE CAPABILITIES**

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division’s SharePoint portal available at <https://portal.floridadisaster.org>.

From the Portal main page, click “County Links”, then pulldown and select “Update County Contacts.”

This information includes the following but not limited to:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts

WebEOC Site Identification - The Recipient shall upload current Site Data to WebEOC available at <https://eoc.floridadisaster.org>. WebEOC site Identification data includes:

- Through the SERT County Emergency Sites Board via the State’s WebEOC Instance or through your local instance if you are subscribed to this Board - location and attribute information of all pre-identified --
 - County Staging Areas (CSAs)
 - County Points of Distribution (PODs)

Attribute information shall include at a minimum: Site Name, Site Type, Site Address, Full Address with Latitude/Longitude in decimal degrees, Primary Contact (name, e-mail, and phone) Secondary Contact (name, e-mail, and phone). Site address shall be mapped by clicking on Map icon to verify address.

The following Site Information is optional:

- Picture attachment of Site.
- Comments regarding access, transportation routes or any planning information.

SITE SUGGESTIONS:

County Staging Areas (CSAs)

- Sites should be located adjacent to a major highway and have the ability to establish safe one-way traffic through the compound and reasonably secured. County Staging Areas must also be located in a region that can support countywide relief operations.
- For coastal counties, sites should not be located in a “Zone A” Evacuation Zone where possible, exceptions can be made.

County Point of Distribution (PODs)

- PODs should not be nearby a business that has water and food for sale.
- Counties should focus on placing PODS in outlying areas where these types of stores are not located in-order to ensure that resources are available in those areas.
- For coastal counties, sites should not be located in a “Zone A” Evacuation Zone where possible, exceptions can be made.

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT G – HURRICANE SHELTER RETROFIT**

Hurricane Shelter Retrofit - The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet is available on Web EOC for reference and is found on the board titled SESP Inventory.

- A. Please review your County's page on the SESP Inventory WebEOC board. Please review all the information and check your pet friendly shelter column for accuracy. If corrections are needed please type them in the notes box on the WebEOC page itself. If no changes are needed, please add the date reviewed in the notes box. (e.g. Reviewed 3/31/2021).

- B. Do you know of any new public buildings planned or under construction? (If so, please list).

- C. Are new public schools planned or under construction? Will any be EHPA? If not, do you anticipate providing a waiver? (If so, please list anticipated new schools and EHPA status).

- D. Do you have any public schools or public buildings that you would like surveyed to add to your shelter inventory or to the Retrofit Report for potential funding? (If so, please list).

- E. Do you have enough special needs space now and for the next 5 years? (If not, please comment here or upload your plan).

- F. Do your special needs shelters have an alternate source for power? Will the power source also run cooling? (If not, please comment here or upload your plan).

- G. How do you communicate and coordinate with your school boards, state colleges, universities and shelter partners? When was the last time you reviewed your shelter plan and policy with your shelter partners?

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT H– RECOVERY CAPABILITIES**

The following recommendations should be considered when identifying potential Disaster Recovery Center (DRC) locations:

1. Locations must be large enough for the needs of the situation (number of agencies and clients anticipated in the DRC). This may vary from a location identified as small as 1500 square feet for a small DRC to more than 5000 square feet for a large DRC. It is good to identify a variety of possible locations of different sizes within the county. The size of a DRC will vary dependent upon the number of anticipated applicants to be served within the community.

DRC Size Chart	
Small:	1500-3499 sq. ft.
Medium:	3500-4999 sq. ft
Large:	5000 sq. ft-Above

2. Consider locations that do not require a fee to use the facility and FEMA generally only pays for utilities or phone line installation. If a written agreement is made prior to occupancy, then FEMA will take responsibility for the utilities or other payments to a facility.
3. Facilities should have heat, electricity, good lighting, potable water, rest rooms, and adequate parking.
4. All locations should be compliant with the Americans with Disabilities Act of 1990, to ensure access to all individuals, including individuals with disabilities and others with access and functional needs.
5. Appropriate emergency fire & medical support should be quickly available to the location.
6. Preferably when a DRC is established, the first seven (7) days should be without interruption from prior commitments (e.g. basketball games, weddings, parties, meetings, etc.). It is also important to understand that a DRC may need to remain operational for a minimum of thirty (30) days or longer.
7. The location’s owner must be willing to allow FEMA to install telephone lines and/or internet service if necessary.
8. Facilities should be available from 7:30am-7:00pm daily, Monday through Saturday, and possibly on Sundays and holidays.

ADDITIONAL CONSIDERATIONS

1. When possible, DRC facilities should be centrally located in a community to minimize travel time. Consideration must be given to the most vulnerable population. Where applicable, DRCs should be established on a public transportation route. The public should generally be familiar with the location and Custodial support should be available at the facility.
2. If necessary, the parking lot should be able to temporarily accommodate a Mobile Communication Office Vehicle (MCOV) (60’long x 20’wide) with an unobstructed view of the south-western sky for satellite connectivity.
3. Does the occupancy of the facility have any Environmental Planning and Historic Preservation (EPH) considerations that need to be addressed? (e.g. special flood hazard area, Historical site, etc.)

**FY 2020-2021 EMPA AGREEMENT
DISASTER RECOVERY CENTER BASIC REQUIREMENTS**

PHYSICAL LOCATION:

Name: _____
Physical Address (no PO Box): _____

City: _____ County: _____ State: _____ Zip: _____
GPS: LAT _____ LONG _____
Directions/Landmarks: _____

CONTACT PERSONS (POC):

Facility Point Of Contact: Name _____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

After hours POC: Name _____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Alternative POC: Name _____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Emergency Management Director: Name _____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

SITE CHARACTERISTICS:

Date available: Begin: _____ End: _____ Lease required: Y N
Cost \$ _____ Space available: _____ sq. ft. Hours of use: _____ Keys: _____
DRC use parking spaces: _____ ADA parking spaces: _____ Total: _____
Parking lot lights: Y N Outside building lights: Y N

ADA accessibility: _____
Exterior notes: _____
Response Time: Police: _____ Fire: _____
Nearest hospital: Name _____ Phone: _____
Address: _____
Distance: _____ Time: _____
Local crime summary: _____

Local hazards summary: _____

INTERIOR:

Rooms: ____ Room Size: Room A ____ x ____ Room B ____ x ____ Room C ____ x ____

Bathrooms: ____ ADA Compliant: Y N

Are doors secure?: Y N Comment: _____

Are windows secure?: Y N Comment: _____

Are Emergency lighting functional?: Y N Exit lighting functional: Y N

Are Fire sprinkler system functional?: Y N #Fire extinguishers: _____

Water System: Y N City/County System: Y N Approved for drinking: Y N

Air Conditioning: Y N Fans: Y N Adequate Ventilation: Y N

Is electrical power to support computer and office equipment demanded? Y N

Can inside re-wiring be accomplished easily and safely? Y N

Is building interior in good shape (check for water leaks & visible hazards)? Y N

OFFICE CHARACTERISTICS:

Internet access: Y N Wi-Fi: Y N # Fax: _____ # Toner Cartridges: _____

Flatbed Tabletop Copier: Y N Copy Paper _____ Boxes # Toner Cartridges: _____

High Speed Printer: Y N Shredder: Y N

Trash Cans: _____ Is Janitorial & Trash pickup available? Y N

Tables: _____ #Office chairs: _____ # Folding chairs: _____ Bathroom access: Y N

Paper towels: _____ # Toilet paper: _____ # Paper cups: _____ # Ext. cords: _____

Comment: _____

TELEPHONE AND/OR COMMUNICATION:

FEMA cell phone signal? Y N Strength: ____ Air Card? Y N Strength: ____

Do phone lines already exist for DRC use? Y N How many? _____

What is maximum phone line capacity? DSL: _____ POTS: _____ Switchboard: Y N

Phone service point in building: _____

Phone service provider: _____ Contact number: _____

Phone number connected to DRC location (for tel/com reference): _____

F.

Comments: _____

SKETCHES:

Draw location sketches: (1) Exterior: building, ADA parking & ramps, DRC, parking (2) Interior: building, rooms w/dimensions, location of outlets and telephone equipment.

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT PROGRAM - BASE GRANT 2020-2021 EMPA REPORTING FORMS	
2020-2021 QUARTERLY REPORTING FORMS	
QUARTERLY REPORTS INCLUDE: Division Form 1A - Quarterly Financial Report, Division Form 1B - Quarterly Tasks, Division Forms 2A & 2B Detail of Claims and Division Form 6 - Time and Effort (if applicable).	
1.	These forms are to be submitted to Division each quarter.
2.	Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a narrative in the box. Outlines of quarterly events, nor calendars will suffice for the required narrative.
3.	Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the agreement, sign and date.
4.	The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
5.	The Division Form 2A & 2B Detail of Claims forms must accompany the Division Form 1A - Quarterly Financial Report each quarter.
6.	Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region, via the Division SharePoint Portal, or by mail at the address below:
	FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100 Attn: (Division Grant Manager)
7.	It is the responsibility of the Recipient to properly notify the assigned Division Grant Manager when they upload required documentation to the Division SharePoint Portal. The Division is not responsible for delays to claim processing due to failure to notify the Division Grant Manager of document submissions via SharePoint.
DIVISION Form 3 - Local Budget Match:	
1.	The Division Form 3 - Local Budget Match must be submitted to the Division in Quarter 2 submission.
2.	EMPA grants shall be matched at an amount equal to the average of the last three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
3.	Division Form 3 - Local Budget Match Requirement shall be submitted to the Division when the local county budget is approved or by November 15, 2020 . The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date. If a Recipient's county's current local budget is lower than the previous year, or the average of the last three previous years, the recipient shall request a Waiver no later than 45 days after the county budget is approved.
DIVISION Form 4 - Staffing Detail:	
1.	List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or % in each applicable column: local, state, federal, etc. This form is due no later than November 15, 2020 or along with 1st quarter reimbursement submission, whichever occurs first. Please provide the Division updates to this form as necessary.
2.	Along with Division Form 4 - Staffing Detail, please provide position descriptions for EMPA funded staff.
3.	Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.
DIVISION Form 5 - Close Out Report:	
1.	The Division Form 5 - Close Out Report is due sixty (60) days after termination of this Agreement by August 30, 2021 , or 60 days after completion of activities contained in this agreement, whichever occurs first. Before submitting the Division Form 5 - Close Out Report, please verify that the local general revenue budget match amount as reported on Division Form 3 - Local Budget Match, has not changed since originally reported to the Division. If a difference is found please immediately notify the Division in writing of the discrepancy and provide a detailed justification for the change accompanied by supporting documentation.
2.	The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.
DIVISION Form 6 - Time and Attendance:	
1.	Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter. □
Required documentation to support project expenditures:	
1.	Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement. □
2.	All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support. □
3.	Please ensure that the documentation submitted for review is legible.
4.	Please verify form calculations for accuracy before submitting to the Division for review each quarter. □

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020 - 2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE - EMPA
DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #:	CLAIM #: 1
AWARD AMOUNT:	QUARTER #: 1
RECIPIENT:	REPORTING FORMS DUE DATES (45 DAYS AFTER QUARTER)
COUNTY:	
ADDRESS:	
POINT OF CONTACT:	1. July 1 – Sept. 30, 2020 = November 15, 2020
PHONE/EMAIL: 123@gmail.com	2. October 1 – Dec. 31, 2020 = February 15, 2021
	3. January 1 – March 31, 2021 = May 15, 2021
	4. April 1 - June 30, 2021 = August 15, 2021

EMPA ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	\$0.00					\$0.00	\$0.00
2. ORGANIZATION	\$0.00					\$0.00	\$0.00
3. EQUIPMENT	\$0.00					\$0.00	\$0.00
4. TRAINING	\$0.00					\$0.00	\$0.00
5. EXERCISE	\$0.00					\$0.00	\$0.00
6. MANAGEMENT AND ADMIN. (Up to 5%)	\$0.00					\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

SIGNATURE:	DATE:
_____ AUTHORIZED REPRESENTATIVE	_____ DATE

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY DIVISION

	AWARD AMOUNT		DIVISION DATE RECEIVED STAMP	
	PRIOR CLAIMS			
	THIS CLAIM AMOUNT			
	BALANCE OF AWARD			

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA DIVISION FORM 2A - DETAIL OF CLAIMS						
RECIPIENT:		INCURRED DATE RANGE: <small>Example: July 1 through November 5, 2020</small>				
Please use separate Division Form 2A-Detail of Claims per allocation category. Please add additional pages or lines as needed for each allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures only. Please provide a budget revision along with this form, if expenses being claimed are not allocated on the most recently approved budget. Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of agreement). This allowance does not circumvent the four (4) required quarterly reporting forms submissions.						
ALLOCATION CATEGORIES						
PLEASE SELECT FROM THE LIST BELOW						
CATEGORY:		ORGANIZATION				
#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE <small>(Include full date)</small>	PAYMENT REFERENCE <small>(CHECK#, PO#, JT#, etc.)</small>	PURCHASE AMOUNT	Equipment FEMA AEL# <small>(N/A if equipment was not purchased)</small>
1	Ex. Electric Company	Monthly Utilities for July 2020	8/5/20	CK# 1001	\$ 300.00	N/A
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
TOTAL					\$ 300.00	
<small>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.</small>						
SIGNATURE:						
		AUTHORIZED REPRESENTATIVE				
PRINTED NAME:						
TITLE:						
DATE:						

ATTACHMENT I – REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
LOCAL BUDGET MATCH REQUIREMENT
DIVISION FORM 3 - LOCAL BUDGET MATCH**

RECIPIENT	2020-2021 LOCAL	2019-2020 LOCAL	2018-2019 LOCAL	2017-2018 LOCAL	AVERAGE (PREVIOUS 3 YEARS)	LOWEST AVERAGE VS PREVIOUS YEAR	% 2020-2021 VS AVERAGE	\$ CHANGE 2020-2021 VS AVERAGE	\$ CHANGE 2020-2021 VS 2019-2020
	(10/1/20-9/30/21)	(10/1/19-9/30/20)	(10/1/18-9/30/19)	(10/1/17-9/30/18)					
Florida County	\$100,000	\$95,000	\$90,000	\$85,000	\$90,000	AVERAGE	10%	\$10,000	\$5,000

This form is to be completed and sent when the Local County Budget is approved or by the end of the first quarter. Required with this form the recipient shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the approved budget date. If the Recipient's county's current budget is lower than the last year or the average of the last three previous years, the county is required to request a waiver from the Division no later than forty-five (45) days after the county budget is approved.

RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.

REQUIRED CERTIFICATION BY AUTHORIZED REPRESENTATIVE

I, _____, certify that the above match requirements have been met in accordance with the 2020-2021 EMPA Agreement and Rule 27P-19, Florida Administrative Code.

I, _____, certify that _____ (RECIPIENT'S COUNTY), will not meet the match requirement. Attached is the request for waiver.

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT I – REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 4 - STAFFING DETAIL
COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS**

SUB-RECIPIENT:	FL COUNTY	POINT OF CONTACT:	Jane Doe, Planner	PHONE/EMAIL:	123-123-1234
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EMPLOYEE INFORMATION				LOCAL		STATE AND FEDERAL						
#	Employee Name, Position Title & Area of Responsibility <i>(Preparedness, Response, Recovery, Mitigation & Finance)</i>	Approx. # of Hrs. per week Devoted to EM activities	Annual Total Salaries & Benefits \$ by Position	% County General Fund (Local)	% Other Local Funds	% EMPA		% EMPG		% HMGP Planning Grant (State)	% Other State or Federal Funds	% Total All Funds
						Base Grant (State)	Base Grant (State)	Base Grant (Federal)	Base Grant (Federal)			
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]
1	Ex. Jane Doe, Director, ALL	40	\$ 60,000.00			50%	\$ 30,000.00	50%	\$30,000.00			100%
2							\$ -		\$0.00			0%
3							\$ -		\$0.00			0%
4							\$ -		\$0.00			0%
5							\$ -		\$0.00			0%
6							\$ -		\$0.00			0%
7							\$ -		\$0.00			0%
8							\$ -		\$0.00			0%
9							\$ -		\$0.00			0%
10							\$ -		\$0.00			0%
11							\$ -		\$0.00			0%
12							\$ -		\$0.00			0%
13							\$ -		\$0.00			0%
14							\$ -		\$0.00			0%
15							\$ -		\$0.00			0%
16							\$ -		\$0.00			0%
17							\$ -		\$0.00			0%
18							\$ -		\$0.00			0%
19							\$ -		\$0.00			0%
20							\$ -		\$0.00			0%
TOTAL							\$ 30,000.00		\$30,000.00			

- DIRECTIONS:**
1. In Column #1, list the name, position title and area of responsibility(s) for all Emergency Management staff, regardless if paid through grant funding.
 2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
 3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
 4. In Columns #4-11, provide the funding distribution (% or \$) in each applicable column.
 5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
 6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
 7. This form is to be submitted to the Division along with the 1st Quarter submission, or by November 15, 2020, whichever occurs first.

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2020-2021 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA DIVISION FORM 5-CLOSE-OUT REPORT						
DIVISION FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the termination date of the agreement. The 2020-2021 period of agreement ends on June 30, 2021. DIVISION Form 5 is due by August 30, 2021.						
RECIPIENT:		AGREEMENT#:				
POINT OF CONTACT:		EMPA AWARD AMOUNT:				
PHONE/EMAIL:		UNCLAIMED BALANCE:				
REIMBURSEMENTS RECEIVED BY THE RECIPIENT (Include any advanced funds and final requested payment)						
EXAMPLE						
ALLOCATION CATEGORIES		ALLOCATIONS		DATE		AMOUNT
1. PLANNING		\$ -				\$ -
2. ORGANIZATION						
3. TRAINING						
4. EXERCISE						
5. EQUIPMENT						
6. MANAGEMENT AND ADMIN.						
\$ -						\$ -
AWARD AMOUNT:		\$ -				
(LESS ADVANCED FUNDS)						
(LESS REIMBURSEMENTS)						
UNCLAIMED BALANCE OF AWARD		\$ -				
In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2021.						
RECIPIENT	2020-2021 LOCAL	2019-2020 LOCAL	2018-2019 LOCAL	2017-2018 LOCAL	AVERAGE OF PREVIOUS 3 YEARS	2020-2021 EM LOCAL GENERAL REVENUE EXPENDITURES
Exmple: FL County						
SIGNATURE REQUIRED						
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.						
SIGNATURE AND DATE:		AUTHORIZED REPRESENTATIVE				
PRINTED NAME AND TITLE:						
Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the agreement. Please submit this form and supporting documentation to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, Attn: (Division Grant Manager)						
BELOW TO BE COMPLETED BY DIVISION						
SIGNATURE AND DATE:		DIVISION GRANT MANAGER				
SIGNATURE AND DATE:		DIVISION PROGRAMMATIC REVIEWER				

ATTACHMENT I – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT																		
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPA BASE GRANT																		
DIVISION FORM 6 - TIME AND EFFORT																		
This form is required to accompany reimbursement claims for salaries charged to the grant.																		
EM EMPLOYEE NAME:						QUARTERLY REPORTING PERIOD:						October 1 - December 31						
PERIOD DATES:						TO						CLAIM #:						
Ex: 10/01/2020-10/14/2021		Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	PLANNING							0									0	0
2	ORGANIZATION							0									0	0
3	TRAINING							0									0	0
4	EXERCISE							0									0	0
5	EQUIPMENT							0									0	0
6	MGMT & ADMIN							0									0	0
DAILY TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL									PERIOD TWO TOTAL									0
10/15/20-10/30/20		Week 3								Week 4								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	PLANNING							0									0	0
2	ORGANIZATION							0									0	0
3	TRAINING							0									0	0
4	EXERCISE							0									0	0
5	EQUIPMENT							0									0	0
6	MGMT & ADMIN							0									0	0
DAILY TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL									PERIOD TWO TOTAL									0
		Week 5								Week 6								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	PLANNING							0									0	0
2	ORGANIZATION							0									0	0
3	TRAINING							0									0	0
4	EXERCISE							0									0	0
5	EQUIPMENT							0									0	0
6	MGMT & ADMIN							0									0	0
DAILY TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL									PERIOD TWO TOTAL									0
		Week 7								Week 8								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	PLANNING							0									0	0
2	ORGANIZATION							0									0	0
3	TRAINING							0									0	0
4	EXERCISE							0									0	0
5	EQUIPMENT							0									0	0
6	MGMT & ADMIN							0									0	0
DAILY TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL									PERIOD TWO TOTAL									0
		Week 9								Week 10								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	PLANNING							0									0	0
2	ORGANIZATION							0									0	0
3	TRAINING							0									0	0
4	EXERCISE							0									0	0
5	EQUIPMENT							0									0	0
6	MGMT & ADMIN							0									0	0
DAILY TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL									PERIOD TWO TOTAL									0
		Week 11								Week 12								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	PLANNING							0									0	0
2	ORGANIZATION							0									0	0
3	TRAINING							0									0	0
4	EXERCISE							0									0	0
5	EQUIPMENT							0									0	0
6	MGMT & ADMIN							0									0	0
DAILY TOTALS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PERIOD ONE TOTAL									PERIOD TWO TOTAL									0

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2020-2021 EMPA agreement.

Employee Signature:	Date:	Supervisor Signature:	Date:
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**FY 2020 – 2021 EMPA AGREEMENT
ATTACHEMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance (“EMPA”) Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Recipient’s quarterly reports must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: FRANKLIN COUNTY
AGREEMENT: A0138

1. PLANNING	\$
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$ 105,806.00

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits (Contractors and Consultants)			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			

F.

Salaries and Fringe Benefits (Contractors and Consultants)			
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost

F.

Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$105,806.00

REVISION DATE: _____

**FY 2020-2021 EMPG AGREEMENT
ATTACHEMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

Funding from the Emergency Management Performance Grant (EMPG) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: FRANKLIN COUNTY
AGREEMENT: G0182

1. PLANNING	\$
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$ 53,720.00

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits (Contractors and Consultants)			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			

F.

Salaries and Fringe Benefits (Contractors and Consultants)			
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost

F.

Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$53,720.00

REVISION DATE: _____

**FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

Funding from the Emergency Management Performance Grant, COVID-19 Supplemental is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 EMPG-S Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200.

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Sub-Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Sub-Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Sub-Recipient’s quarterly report must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUBRECIPIENT: FRANKLIN COUNTY
AGREEMENT: G0195

1. PLANNING		\$
2. ORGANIZATION		\$
3. EQUIPMENT		\$
4. TRAINING		\$
5. TOTAL AWARD		\$ 7,975.79

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Eligible Planning Activities			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
COVID-19 expenses <i>(provide description of covid-19 expenses)</i>			

Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal Protective Equipment			
Information Technology			
Interoperable Communications Equipment			
Detection Equipment			
Decontamination Equipment			
Medical Equipment			
Power Equipment			
Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other Authorized Equipment			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$

F.

	TOTAL EXPENDITURES \$7,975.79
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REVISION DATE: _____

Jennifer Daniels

From: McLeary, Allison <Allison.McLeary@em.myflorida.com>
Sent: Thursday, June 11, 2020 3:22 PM
To: County Emergency Management Directors
Cc: DEM Recovery; FLCares
Subject: CARES Act Funding
Attachments: CARES Act Overview Sheet (002).pdf; Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf; Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf; CARES 25% Initial Allocation - Counties.pdf

County EMs:

We wanted to make sure you all had visibility into this funding opportunity. There will be a single initial payment to each County. The announcement yesterday was sent to Chairman of your BOCC and usually the County Administrator. This is not limited to EM expenses, so not going through EM offices, typically.

When the CARES Act was passed in March 2020, Congress earmarked \$150 billion to be provided to States, Tribal Governments, and units of local government. From this appropriation, counties in Florida with a population greater than 500,000 received a direct allocation totaling \$2.47 billion. Governor DeSantis has announced that the State of Florida will begin disbursing up to \$1.275 billion to counties with a population below 500,000. The Florida Division of Emergency Management is excited to lead this effort to help communities respond to COVID-19.

For counties that did not receive a direct allocation from the federal government, the Division will begin with a disbursement of funds under Section 5001 of the CARES Act. If have any questions, email Wesley Sapp, Program Manager at FLCares@em.myflorida.com.

QUESTIONS ABOUT ELIGIBLE COSTS

Refer to <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

- This is the website for the US Department of Treasury
- There is a 10-page FAQ document that walks through eligible expenses

QUESTIONS ABOUT REPORTING

- Counties will be asked to submit a quarterly report on expenditures incurred and projected spending- first report due 9/30 and a template will be provided later.
- These reports will be submitted through the Division’s grant management system. More info to follow.

QUESTIONS ABOUT TIMELINE

- Once the county registers on the Division grant management site, they should review the US Treasury Guidance above
- The Division will send out a package of information including
 - o Funding agreement, once finalized
 - o One-page summary about the program
 - o Guidance from the US Department of Treasury
- Once the county reviews and approves the agreement, a signed copy should be submitted through the grant management portal or email to FLCares@em.myflorida.com
- Along with the agreement, the county should submit a designation of authority, if needed, that can be uploaded to the grant management portal or emailed to FLCares@em.myflorida.com

ADDITIONAL QUESTIONS

Additional questions can be emailed to FLCares@em.myflorida.com or call me or Wes Sapp.

Thank you,



Allison McLeary, Esq. | Interim Bureau Chief
Bureau of Recovery
Florida Division of Emergency Management
(850) 815-4417 (Office)
(850) 509-8643 (Cell)
Allison.McLeary@em.myflorida.com

Wesley Sapp | Recovery Program Manager
Bureau of Recovery
Florida Division of Emergency Management
Office: (850) 815-4431
Cell: (850) 815-0426
Wesley.Sapp@em.myflorida.com

Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.

Under Florida law, correspondence with the Florida Division of Emergency Management, which is neither confidential nor exempt pursuant to Florida Statutes Chapter 119, is a public record made available upon request.

CARES Allocation By County	
Alachua County	11,736,482
Baker County	1,230,214
Bay County	7,621,169
Bradford County	1,175,075
Calhoun County	621,454
Charlotte County	8,240,835
Citrus County	6,528,498
Clay County	9,564,446
Collier County	16,790,607
Columbia County	3,127,164
DeSoto County	1,657,720
Dixie County	734,002
Escambia County	14,321,324
Flagler County	5,020,187
Franklin County	528,930
Gadsden County	1,991,829
Gilchrist County	806,721
Glades County	615,303
Gulf County	629,394
Hamilton County	602,478
Hardee County	1,274,230
Hendry County	1,833,129
Hernando County	8,459,386
Highlands County	4,633,686
Holmes County	855,754
Indian River County	6,976,333
Jackson County	1,839,498
Jefferson County	664,685
Lafayette County	367,394
Lake County	16,014,815
Leon County	12,806,949
Levy County	1,937,606
Liberty County	364,427
Madison County	810,604
Manatee County	17,591,135
Marion County	15,947,679
Martin County	7,023,315
Monroe County	3,250,835
Nassau County	3,866,095
Okaloosa County	9,193,039
Okeechobee County	1,810,488
Osceola County	16,391,412
Putnam County	3,238,053

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Santa Rosa County	8,040,299
Sarasota County	18,921,158
Seminole County	20,582,500
St. Johns County	11,545,806
St. Lucie County	13,885,922
Sumter County	5,776,567
Suwannee County	2,024,721
Taylor County	940,906
Union County	594,975
Wakulla County	1,471,799
Walton County	3,231,205
Washington County	1,111,211



CARES ACT LOCAL GOVERNMENT FUNDING

OVERVIEW

The State of Florida, through the Florida Division of Emergency Management (Division), will disburse CARES Act funds to Counties with populations under 500,000.

The Division will make an initial disbursement of 25% for each County's State-determined allocation. As part of the second Phase of the Program, they may request additional funds beyond the initial 25% on a reimbursement basis, as needed.

Following initial disbursement, Counties are required to complete quarterly reports on expenditures and projected spending of their initial allocation. These reports are due no later than the 15 days after the end of the quarter. The first report will be due 9/30/2020.

FUNDING AGREEMENT

Counties are required to enter into a Funding Agreement with the Division to receive funds.

The Division will create a Funding Agreement and send it by email to County Applicants for e-signature. Once a County Applicant signs the agreement, the Division will then execute the agreement.

ELIGIBLE EXPENSES

Expenses must be eligible under the CARES Act and Treasury Guidance. Examples of eligible expenses include, but are not limited to:

- Public health expenses
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency
- Expenses of actions to facilitate compliance with COVID-19 related public health measures
- Expenses associated with the provision of economic support in connection with the COVID-19 health emergency
- Any other COVID-19 related expenses reasonably necessary to function of government that is to satisfy the fund's eligibility criteria

RESOURCES

Counties can access CARES Act grant frequently asked questions through the FDEM Grants Management website:

<https://fdemgrantsmanagement.force.com/fdemcovid/s/fdem-recovery-faq>

or send an email with questions to FLCares@em.myflorida.com

Link here to info from US Treasury regarding this funding:

<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>



Plan for Non-Congregate Shelters First Responders (EMS)

1. Purpose

This plan is developed in coordination with Franklin County Emergency Management (County), the Franklin County State Health Department (FCHD) and EMS Director for the housing of EMS that commute into Franklin County that might have been exposed COVID-19. These individuals would not be allowed to return home after their shift and would need to be housed in non-congregate shelters to prevent the spread of COVID-19.

2. Criteria

a. EMS individuals that meet the following criteria may be housed in non-congregate shelters.

1. Exhibits symptoms of acute respiratory illness (e.g. fever, cough, or shortness of breath);
2. Is waiting results of testing for COVID-19;
3. Has tested positive for COVID-19;
4. Has had close contact with an individual who has tested positive for COVID-19 and has been advised by healthcare professional to self-isolate.

3. Plan

- a. Franklin County will use a county facility the Fort Coombs Armory, Franklin County Parks & REC at 66 4th St. Apalachicola, Florida for our non-congregate sheltering for EMS.
- b. Franklin County will use cots and sleeping bags for bedding and will use plastic separating curtains between patients.
- c. Salvation Army will be requested to bring in portable shower trailer.
- d. All meals will be catered in from local deli using FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances Guidance (Procurement is not contingent on reimbursement, although FEMA Procurement policies will be used).
- e. Security will be provided by Franklin County Sheriff's office or Apalachicola Police Department.



4. Procedure for Placement in Non-Congregate Shelters

- a. The EMS director and FCHD will coordinate with the Franklin County EOC director when an individual meets one or more of the criteria listed in section 2. and needs placement in non-congregate shelter.
- b. The FCHD will perform daily check-ins with clients with Text Illness Monitoring System (TIM2) that have tested positive for COVID-19 to monitor the progress of their health.
- c. All individuals will remain in isolation in the non-congregate shelter until cleared by FCHD.

Plan for Non-Congregate Sheltering During a Pandemic (COVID-19) for Evacuations

1. Purpose

To meet the Center for Disease Control (CDC), interim guideline to “confine individuals with mild respiratory symptoms consistent with COVID-19 infection to individual rooms”, this plan is developed in coordination with Franklin County Emergency Management (County) and the Franklin County State Health Department (FCHD) for the housing of any potentially COVID-19 infected residents in non-congregate shelters to prevent the spread of COVID-19 during an evacuation.

2. Criteria

- a. Any individual that has been identified by FCHD to have been exposed to COVID-19 cannot be housed with the general population in an evacuation shelter or the special needs shelter. These individuals must meet one of the following criteria
 - 1. exhibits symptom of acute respiratory illness (e.g. fever, cough, or shortness of breath);
 - 2. is waiting results of testing for COVID-19;
 - 3. has tested positive for COVID-19



4. is a member of high -risk group that needs social distancing as precautionary measure, ***as determined by the FCHD***, such as people over 65 or with certain underlying health conditions; or
5. has had close contact with an individual who has tested positive for COVID-19 and has been advised by healthcare professionals to self-isolate

3. Plan

- a. Local partners may include the county, cities will negotiate the procurement of hotel rooms and apartments to house individuals that meet one or more of the criteria listed in Section 2.
- b. Local partners will evaluate the cost, location (i.e. proximity to medical care), capacity (entire building or a wing/floor), and design of the hotel/ apartment (door that opens to the outside, rather than an internal hallway) for non-congregate placement.
- c. Hotel procurement and negotiations will follow FEMA’s Procurement Under Grants Conducted Under Exigent or Emergency Circumstance Guidance and include a termination for convenience clause in contracts (Procurement is not contingent on reimbursement, although FEMA Procurement policies will be used).
- d. The hotel rooms may be available for county, city residents that meet one or more of the criteria listed in Section 2.
- e. Residents that have been identified that need non-congregate sheltering will be instructed to take all food and water and medications with them to the shelter.
- f. The FCHD will perform daily check-ins with the clients with Text Illness Monitoring System (TIM2) to monitor the progress of their health.
- g. All individuals will remain in isolation in the non-congregate shelter until Re-Entry is cleared for the county and then continue self-isolation at home.

Noah Lockley, Chair
Franklin County Board of County Commissioners

Date

Project #	Category	Title	Type	Process Ste #	Damages	Federal Share	Non-Federal Share
FRANKLIN COUNTY HAS 27 OUT OF 35 TOTAL PROJECTS OBLIGATED						\$1,231,800.80	\$328,037.39
76655	C - Roads	a Alligator Pc	Specialized	Pending EH	1	\$4,187,647.50	\$1,395,882.50
79199	G - Parks, R	Alligator Pc	Standard	Pending EH	4	\$24,867.23	\$8,289.07
81073	G - Parks, R	Island View	Standard	Pending EH	4	\$994,103.09	\$331,367.69
83669	G - Parks, R	SGL Park - E	Standard	Pending EH	3	\$21,683.91	\$7,227.97
132465	Z - Manage	Franklin Co	Manageme	Pending Fo	1	\$0.00	\$0.00
79475	A - Debris F	Franklin Co	Work Comj	Pending Re	1	\$241,333.94	\$0.00
81069	E - Building	WEEMS Ho	Work Comj	Pending Re	1	\$112,500.00	\$37,500.00

Highlighted Projects are all Pending FEMA, EHP, or State Review

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Best Available Cost

\$1,559,838.19

\$5,583,530.00

\$33,156.30

\$1,325,470.78

\$28,911.88

\$31,644.50

\$241,333.94

\$150,000.00

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

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4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government’s per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State’s compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

F.

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



MEMORANDUM

TO: All Subrecipients

FROM: Linda McWhorter, Preparedness Bureau Chief

SUBJECT: **Emergency Management Performance Grant (EMPG)
Program Notice 06-20 (Revisions)**

DATE: June 12, 2020

The Preparedness Bureau revisions to the original 2020-2021 agreements were recently modified to include the following:

- Office of General Counsel (OGC) – Legal Enhancements
- Programmatic Revisions
- Revisions to Reporting Form 1B
- FEMA proposes changing the Multi-Year Training and Exercise Plan (MYTEP) within the Program Management Section of HSEEP to an Integrated Preparedness Program (IPP).
 - MYTEP Model does not support integration of risk assessments, planning efforts, grant priorities, and other preparedness activities to drive exercise activities.
 - Model aligns the concept of the National Preparedness System with exercise program management by ensuring that preparedness activities are fully integrated into exercise planning and design.
 - Ensure risk assessments, plans, and training are scheduled and conducted prior to conducting an exercise in a more integrated, concerted effort allowing exercises to serve their validation function.

The recently issued agreement were intended to take effect with the EMPG grants. However, the current revisions will help the consistency throughout the period of performance, and consequently future reimbursement reporting.

In response to the revisions, The Division has implemented a “Pilot Program” called “The Parking Lot” to answer any question(s) and provide weekly distribution to all Emergency Management (EM) Directors on how to integrate with the new agreements.

To prepare for your upcoming 2020-2021 requirements, it is recommended that your agency conduct a meeting to discuss the Scope of Work (SOW). Also, determine what the turnaround time it will be allowed to return the agreements.

Please do not hesitate to contact your grant manager, if you have any questions and/or to report any anomalies.

Sign for acknowledgement of receipt & understanding

_____, certifies by signatures below, that he/she has received,
Subrecipient/Recipient Name

read, understand, and will immediately begin adhering to the guidance in this program notice.

_____ *Authorized Representative* _____ *Date*

Please submit by email to your FDEM Grant Manager ***by Friday, June 19, 2020.***



MEMORANDUM

TO: All Recipients

FROM: Linda McWhorter, Preparedness Bureau Chief

SUBJECT: **Emergency Management Preparedness and Assistance Grant (EMPA)
Program Notice 06-20 (Revisions)**

DATE: June 12, 2020

The Preparedness Bureau revisions to the original 2020-2021 agreements were recently modified to include the following:

- Office of General Counsel (OGC) – Legal Enhancements
- Programmatic Revisions
- Exhibit 4 – 27P-19 Administrative Code – EM Director or Part-Time Coordinator Certification
- Revisions to Reporting Form 1B

The recently issued agreement were intended to take effect with the EMPA grant; however, the current revisions will help the consistency throughout the period of performance, and consequently future reimbursement reporting.

In response to the revisions, The Division has implemented a “Pilot Program” called “The Parking Lot” to answer any question(s) and provide weekly distribution to all Emergency Management (EM) Directors on how to integrate with the new agreements.

To prepare for your upcoming 2020-2021 requirements, it is recommended that your agency conduct a meeting to discuss the Scope of Work (SOW). Also, determine what the turnaround time it will be allowed to return the agreements.

Please do not hesitate to contact your grant manager, if you have any questions and/or to report any anomalies.

Sign for acknowledgement of receipt & understanding

_____, certifies by signatures below, that he/she has received,
Subrecipient/Recipient Name

read, understand, and will immediately begin adhering to the guidance in this program notice.

_____ *Authorized Representative* _____ *Date*

Please submit by email to your FDEM Grant Manager **by *Friday, June 19, 2020.***

H.



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

June 5, 2020

Mr. Noah Lockley, Chairman
Franklin County Commission
33 Market Street, Suite 203
Apalachicola, Florida 32320

Dear Chairman Lockley:

We respectfully request that the Franklin County Commission appoint Ms. Traci Moses Yoder, Superintendent of Franklin County Schools to a one year term on the CareerSource Gulf Coast (Gulf Coast Workforce Board) representing the K-12 Education Partner mandated by federal law. This seat is a rotating seat between the school districts in Bay, Gulf and Franklin counties.

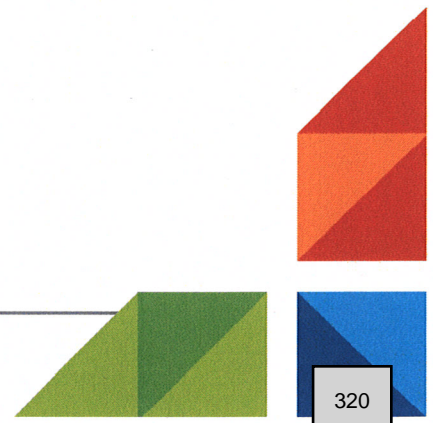
For the fiscal year July 1, 2020 through June 30, 2021, it is the Franklin County School District's turn to take the K-12 seat on our board.

If additional information is required, you may contact me or Donna Stapleton at 850-913-3285. Please let us know when the commission has taken action on this request so that we may update our records with the CareerSource Florida Board of Directors. As always, thank you for your ongoing support of CareerSource Gulf Coast.

Sincerely,

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

Kimberly L. Bodine
Executive Director



MEMORANDUM OF UNDERSTANDING BETWEEN
 CAREERSOURCE GULF COAST
 AND
 THE NATIONAL CAUCUS ON BLACK AGED, SENIOR COMMUNITY SERVICE EMPLOYMENT
 PROGRAM

I. **Parties**

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) Section I between CareerSource Gulf Coast and The National Caucus on Black Aged, operator of the Senior Community Service Employment Program as authorized under Title V of the Older Americans Act of 1965, hereinafter referred to as "NCBA".

II. **Background**

Pursuant to the above-referenced cites, the NCBA is a required partner of the One Stop system. The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. Individuals who can benefit from NCBA services can be expeditiously identified and served using a shared placement concept through the One-Stop Delivery System.

III. **Purpose**

The purpose of this MOU is to further codify the existing relationship for service provision and the infrastructure funding agreement between CareerSource Gulf Coast and NCBA, provider of SCSEP services in LWDA 04.

IV. **Responsibilities**

A. **CareerSource Gulf Coast:**

1. Will maintain cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Will provide access to brochures, pamphlets, guides and information regarding services to NCBA.
3. Will provide a single Point of Contact (POC) to assist NCBA with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
4. Will provide space at the Job Center to NCBA on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.

5. Will share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
6. May provide access to staff-level permissions in Employ Florida system in order to serve client job seekers. Upon request, the Board will provide a user id and training for NCBA staff to provide services that require lesser security measures. NCBA staff who are granted access to Employ Florida must undergo a Level Two background check, complete the appropriate security forms and attend security training as required.

B. The NCBA :

1. Will use Job Center Services to place SCSEP clients.
2. Will provide office support via Senior Workers assigned to the CSGC Training Center in Panama City.
3. Will accept referrals from system partners of eligible clients.
4. Will participate in center-wide activities as needed.

V. Cost Sharing/Resource Sharing

Costs of the infrastructure of the CareerSource Gulf Coast's Comprehensive Job Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. In place of paying a portion of infrastructure costs at the Job Center, NCBA will provide 2 part-time SCSEP workers to greet customers and assist in the Resource Room.

VI. Infrastructure Funding Agreement (IFA) – See Attachment A

In compliance with WIOA and its implementing regulations and consistent with the Uniform Guidance, funding provided by the one-stop partners to cover the operating costs, including infrastructure cost of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received (WIOA sec. 121 (h)(1)(B)(i) and 121 (h)(2)(C)(i), 20 CFR 678.700 through 678.760, 34 CFR 361.700 through 361.760, and 34 CFR 463.700 through 463.760). Please see attached One Stop operating budget which details the infrastructure cost of the one stop delivery system and the assigned cost to the required partners based upon their proportionate use of the system and relative benefit received.

Payment Method: CareerSource Gulf Coast will prepare and send an invoice for each partner's annual share on May 1 each year. The One Stop operating budget is subject to change based upon increases or decreases in the infrastructure costs contained within. The actual infrastructure costs will be reconciled with those projected annually, within six months of the state fiscal year end (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

Required Partners in Local Workforce Development Area 4 (CareerSource Gulf Coast region) are:

- SCSEP (Senior Comm. Svc. Employment Program.) - NCBA
- VR (Vocational Rehabilitation)
- Division of Blind Services
- Adult Ed (Bay District Schools)
- Career Tech (Bay District Schools)
- Career Tech (Gulf Coast State College)
- CSBG (Comm. Svc Block Grant) Tri-County Community Council, Inc.

The following programs are administered by CareerSource Gulf Coast:

- | | |
|-----------------|--------------------------|
| WIOA Adult | RA/UC |
| WIOA Youth | Vets DVOP |
| WIOA Disl. Wkr. | Vets LVER Military |
| WT TANF | Spouse |
| SNAP | RESEA 17 |
| SNAP ERS | RESEA 18 |
| Wagner-Peyser | Wagner-Peyser Perf. Inc. |

Chief Elected Officials:

- Bay County Board of Commissioners
- Gulf County Board of Commissioners
- Franklin County Board of Commissioners

VII. Modification

The Workforce Board or NCBA may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties. Modifications made solely due to changes in infrastructure costs will not require approval of local elected officials.

VIII. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

- 2. If issues regarding MOUs and/or IFAs remain unresolved, LWDBs shall document the issue and efforts at resolution. Documentation is forwarded to the Department of Economic Opportunity, Division of Workforce Services (DEO) and the executive administrator(s) of agencies responsible for administering the partner’s program. DEO and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt. Issues will be remanded back to the local partners to execute recommended action.
- 3. If issues remain unresolved, the LWDB must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the other agency heads to resolve the impasse and provide a resolution response to the all parties.

Decisions are considered final.

IX. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

CAREERSOURCE GULF COAST

NATIONAL CAUCUS ON BLACK AGED (NCBA)

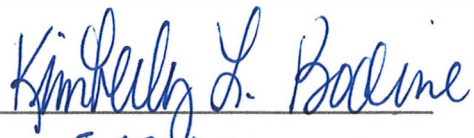
Name: Kimberly L. Bodine
 Title: Executive Director
 Address: 5230 W. US 98, Panama City, FL 32401
 Phone: (850) 913-3285
 Fax: (850) 913-3269
 Email: kbodine@careersourcegfc.com

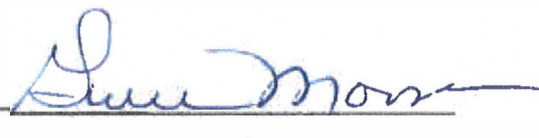
Name: Gwen Morse
 Title: State Program Coordinator
 Address: 6056 Doctor’s Park Road, Milton, FL 32570
 Phone: (850) 623-3046
 Email: gmorse@myncba.com

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST

NCBA





Date: 5-28-20

Date: 5/20/20

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Philip Griffitts, Chair of Bay BOCC
I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Philip Griffitts, Chair
Printed Name and Title

Bay County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Sandy Quinn, Chair of Gulf BOCC, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Sandy Quinn, Chair
Printed Name and Title

Gulf County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Noah Lockley, Jr., Chair of Franklin BOCC , certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Noah Lockley, Jr. , Chair
Printed Name and Title

Franklin County Board of County Commissioners
Agency Name

Attachment A

One-Stop Operating Budget

Revised for 7-1-20

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the Job Center.

Partners/Programs with only a virtual presence/"direct linkage" will only share in the cost of 1 phone line, IT Contract, and any related software costs.

Resource sharing with SCSEP. We provide space & technology and SCSEP provides part-time SCSEP workers to greet our customers and assist in the resource room.

Resource sharing with Bay District Schools & GCSC. We provide phone, internet, & technology and Bay District & GCSC provide office space on campus for our case managers to meet with program participants.

Resource sharing with Tri-County. We provide phone & technology and Tri-County provides a part-time worker to assist in the resource room.

Voc Rehab and Div of Blind Services will remit quarterly payments to CareerSource Gulf Coast.

FTE Estimate	27.725	4.0000	3.0000	3.5000	4.0000	1.0000	2.0000	3.0000	0.5000	3.0000	1.0000	1.0000	0.5000	0.5000	0.6250	0.1000
FTE Percentage	100.0000%	14.4274%	10.8206%	12.6240%	14.4274%	3.6069%	7.2137%	10.8206%	1.8034%	10.8206%	3.6069%	3.6069%	1.8034%	1.8034%	2.2543%	0.3607%

Infrastructure Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 1	RESEA 2	SCSEP NCBA	VR	Div Blind Svcs *	Adult Ed Bay Distr *	Career Tech * BayDistr	Career Tech* GCSC	CSBG Tri- * County	TAA	
Lease/Utilities	252,000	36,357	27,268	31,812	36,357	9,089	18,179	27,268	4,545	27,268	9,089	9,089	4,545	4,545	5,681	909							
Phones/Internet	11,000	1,587	1,190	1,064	1,587	397	794	1,190	198	1,190	397	397	198	198	248	40	65	65	65	65	65	65	
Repairs & Maint.	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Supplies	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Insurance Liab	1,600	231	173	202	231	58	115	173	29	173	58	58	29	29	36	6							
Insurance Prop	3,400	491	368	429	491	123	245	368	61	368	123	123	61	61	77	12							
Insurance Flood	2,900	418	314	366	418	105	209	314	52	314	105	105	52	52	65	10							
Technology:		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Prof Svcs IT Contract	10,000	1,443	1,082	1,212	1,443	361	721	1,082	180	1,082	361	361	180	180	225	36	10	10	10	10	10	10	
Software	2,400	346	260	303	346	87	173	260	43	260	87	87	43	43	54	9	0	0	0	0	0	0	
subtotal	285,300	41,161	30,871	35,641	41,161	10,290	20,581	30,871	5,145	30,871	10,290	10,290	5,145	5,145	6,432	1,029	75	75	75	75	75	75	0

Additional Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 17	RESEA 18	SCSEP NCBA	VR	Div Blind Svcs	Adult Ed Bay Distr	Career Tech BayDist	Career Tech GCSC	CSBG Tri- County	TAA	
Career Services	242,680	96,695	39,750	56,926	7,500	3,750	0	0	4,875	0	0	5,364	11,000	11,000	5,471	349							
Shared Services **	314,840	65,617	33,250	55,598	2,500	1,250	10,000	24,000	1,625	16,000	8,000	75,000	11,000	11,000									
Shared Operating Costs																							
Travel	12,000	2,391	1,373	1,602	1,373	458	915	1,373	229	915	458	458	229	229									
Meeting Expense	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Storage Lease	2,400	478	275	320	275	92	183	275	46	183	92	92	46	46									
Copier 1	2,580	514	295	344	295	98	197	295	49	197	98	98	49	49									
Copier 2	6,240	1,243	714	833	714	238	476	714	119	476	238	238	119	119									
Postage Meter Rent	350	70	40	47	40	13	27	40	7	27	13	13	7	7									
Advertising/Outreach	10,000	1,992	1,144	1,335	1,144	381	763	1,144	191	763	381	381	191	191									
Software/IT Fees	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Sonitrol Alarm Service	4,000	797	458	534	458	153	305	458	76	305	153	153	76	76									
Prof Svcs Website	3,000	598	343	400	343	114	229	343	57	229	114	114	57	57									
Allocated Supv Sal/Ben	84,000	16,736	9,609	11,211	9,609	3,203	6,406	9,609	1,602	6,406	3,203	3,203	1,602	1,602									
Allocated IT Sal/Ben	39,000	7,770	4,461	5,205	4,461	1,487	2,974	4,461	744	2,974	1,487	1,487	744	744									
TANF SNAP program	235,000				195,000	40,000																	
WIOA Youth program	172,500	16,200	152,500	3,800																			
subtotal	1,130,590	211,499	244,440	138,421	223,940	51,314	22,627	42,940	9,657	28,627	14,314	86,678	25,157	25,157	5,471	349	0	0	0	0	0	0	0

Grand Total	1,415,890	252,660	275,312	174,062	265,102	61,604	43,208	73,812	14,802	59,498	24,604	96,968	30,302	30,302	11,902	1,378	75	75	75	75	75	75	0
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* Direct linkage partners not physically co-located in the One-Stop center.

** Shared Services include: Business services, front desk staffing, staff training/travel, referrals to other One-Stop partners and operational costs in the Job Center contract.

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND
HANEY TECHNICAL CENTER

H.

I. Parties

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) Sections I and II, between CareerSource Gulf Coast (CSGC) and Haney Technical Center hereinafter referred to as "HTC."

II. Background

Pursuant to the Carl D. Perkins Act of 2006 secondary and post-secondary institutions receive a portion of federal monies set aside to develop more fully the academic, career, and technical skills of secondary and postsecondary students who elect to enroll in Career-Technical Education. WIOA Sec.121 (b) (B) (vi), requires Career and Technical Education programs at the secondary and post-secondary level to be Job Center Partners. The Workforce Investment Act also requires that Adult education and literacy services authorized under Title II of WIOA to be a Job Center Partner.

The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers.

III. Purpose

The purpose of this MOU is to further codify the existing relationship for service provision and the infrastructure funding agreement between CareerSource Gulf Coast (CSCG) and Haney Technical Center.

IV. Responsibilities

A. CareerSource Gulf Coast will:

1. Maintain cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Provide brochures, pamphlets, guides, schedules of presentations, and information regarding services to HTC.

3. Provide a single Point of Contact (POC) to assist HTC with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
4. Provide space at the Job Center to HTC on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.
5. Provide referrals to HTC and training support (funds permitting) for eligible students pursuing certifications in demand occupations.
6. Share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
7. Provide (if applicable) access to staff-level permissions in the Employ Florida system in order to serve client job seekers. Upon request, the Board will provide a user id and training to allow Haney staff to provide services that require lesser security measures. Haney staff who are granted access to Employ Florida must undergo a Level One background check, complete the appropriate security forms and attend security training as required.

B. Haney Technical Center will :

1. Provide information on class offerings and locations and update as needed.
2. Engage in board activities through representation on the CSGC Board of Directors.
3. Work with CSGC staff to develop and identify training related to demand occupations.
4. Coordinate services for clients in need of Adult education and literacy services with Job Center staff.
5. Provide space to workforce staff who are serving HTC staff and notify the Board in advance of any plans to change that space.
6. Provide space for training and events as appropriate.
7. Allow HTC staff engaged in the GED program to work with the CSGC-funded out of school youth program to provide information on student progress. This staff will also refer youth as requested.

V. **Cost Sharing/Resource Sharing – See Attachment A**

Costs of the infrastructure of CareerSource Gulf Coast’s comprehensive Job Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. In place of cost-sharing at the Job Center, CareerSource Gulf Coast will provide phone, internet and technology and HTC will provide space on its campus to Job Center staff providing on-site services.

VI. Infrastructure Funding Agreement (IFA)

In compliance with WIOA and its implementing regulations and consistent with the Uniform Guidance, funding provided by the one-stop partners to cover the operating costs, including infrastructure cost of the one-stop delivery system must be based on the partner program’s proportionate use of the system and relative benefit received (WIOA sec. 121 (h)(1)(B)(i) and 121 (h)(2)(C)(i), 20 CFR 678.700 through 678.760, 34 CFR 361.700 through 361.760, and 34 CFR 463.700 through 463.760). Please see attached One Stop operating budget which details the infrastructure cost of the one stop delivery system and the assigned cost to the required partners based upon their proportionate use of the system and relative benefit received.

Payment Method: CareerSource Gulf Coast will prepare and send an invoice for each partner’s annual share on May 1 each year. Payment is due on June 1st and the program year begins on July 1st. For year one, the invoice will be pro-rated based upon the number of months left in the current program year. The One Stop operating budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually, within six months of the state fiscal year end (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

Required Partners in Local Workforce Development Area 4 (CareerSource Gulf Coast region) are:

- SCSEP (Senior Comm. Svc. Emplmnt. Prgm.) - NCBA
- VR (Vocational Rehabilitation)
- Division of Blind Services
- Adult Ed (Bay District Schools)
- Career Tech (Bay District Schools)
- Career Tech (Gulf Coast State College)
- CSBG (Comm. Svc Block Grant) Tri-County Community Council, Inc.

The following programs are administered by CareerSource Gulf Coast:

- | | |
|-----------------|--------------------------|
| WIOA Adult | RA/UC |
| WIOA Youth | Vets DVOP |
| WIOA Disl. Wkr. | Vets LVER |
| WT TANF | Military Spouse |
| SNAP | RESEA 17 |
| SNAP ERS | RESEA 18 |
| Wagner-Peyser | Wagner-Peyser Perf. Inc. |

Chief Elected Officials: Bay County Board of Commissioners
Gulf County Board of Commissioners
Franklin County Board of Commissioners

VII. Modification

CareerSource Gulf Coast or Haney Technical Center may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties. Modifications made solely due to changes in infrastructure costs will not require approval of local elected officials.

V. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If issues regarding MOUs and/or IFAs remain unresolved, LWDBs shall document the issue and efforts at resolution. Documentation is forwarded to the Department of Economic Opportunity, Division of Workforce Services (DEO) and the executive administrator(s) of agencies responsible for administering the partner’s program. DEO and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt. Issues will be remanded back to the local partners to execute recommended action.
3. If issues remain unresolved, the LWDB must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the other agency heads to resolve the impasse and provide a resolution response to the all parties.

Decisions are considered final.

VIII. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

CAREERSOURCE GULF COAST

Name: Kimberly L. Bodine
Title: Executive Director
Address: 5230 W. US 98, Panama City, FL
32401
Phone: (850) 913-3285
Fax: (850) 913-3269
Email: kbodine@careersourcegc.com

HANEY TECHNICAL CENTER

Name: Ann Leonard
Title: Director
Address: 3016 Highway 77, Panama City, FL
32405
Phone: (850) 481-1297
Fax: (850) 481-1678
Email: leonaaa1@bay.k12.fl.us

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.

CAREERSOURCE GULF COAST

HANEY TECHNICAL CENTER

Kimberly L. Bodine
Date: 5-28-20

Ann A. Leonard
Date: 4/29/20

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Philip Griffitts, Chair of Bay BOCC
I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Philip Griffitts, Chair
Printed Name and Title

Bay County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Sandy Quinn, Chair of Gulf BOCC, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Sandy Quinn, Chair
Printed Name and Title

Gulf County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Noah Lockley, Jr., Chair of Franklin BOCC , certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Noah Lockley, Jr. , Chair
Printed Name and Title

Franklin County Board of County Commissioners
Agency Name



Attachment A

One-Stop Operating Budget

Revised for 7-1-20

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the Job Center.

Partners/Programs with only a virtual presence/"direct linkage" will only share in the cost of 1 phone line, IT Contract, and any related software costs.

Resource sharing with SCSEP. We provide space & technology and SCSEP provides part-time SCSEP workers to greet our customers and assist in the resource room.

Resource sharing with Bay District Schools & GCSC. We provide phone, internet, & technology and Bay District & GCSC provide office space on campus for our case managers to meet with program participants.

Resource sharing with Tri-County. We provide phone & technology and Tri-County provides a part-time worker to assist in the resource room.

Voc Rehab and Div of Blind Services will remit quarterly payments to CareerSource Gulf Coast.

	FTE Estimate	27.725	4.0000	3.0000	3.5000	4.0000	1.0000	2.0000	3.0000	0.5000	3.0000	1.0000	1.0000	0.5000	0.5000	0.6250	0.1000						
	FTE Percentage	100.0000%	14.4274%	10.8206%	12.6240%	14.4274%	3.6069%	7.2137%	10.8206%	1.8034%	10.8206%	3.6069%	3.6069%	1.8034%	1.8034%	2.2543%	0.3607%						
Infrastructure Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 1	RESEA 2	SCSEP NCBA	VR	Div Blind Svcs *	Adult Ed Bay Distr *	Career Tech * BayDistr	Career Tech* GCSC	CSBG Tri-* County	TAA	
Lease/Utilities	252,000	36,357	27,268	31,812	36,357	9,089	18,179	27,268	4,545	27,268	9,089	9,089	4,545	4,545	5,681	909							
Phones/Internet	11,000	1,587	1,190	1,064	1,587	397	794	1,190	198	1,190	397	397	198	198	248	40	65	65	65	65	65	65	
Repairs & Maint.	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Supplies	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Insurance Liab	1,600	231	173	202	231	58	115	173	29	173	58	58	29	29	36	6							
Insurance Prop	3,400	491	368	429	491	123	245	368	61	368	123	123	61	61	77	12							
Insurance Flood	2,900	418	314	366	418	105	209	314	52	314	105	105	52	52	65	10							
Technology:		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Prof Svcs IT Contract	10,000	1,443	1,082	1,212	1,443	361	721	1,082	180	1,082	361	361	180	180	225	36	10	10	10	10	10	10	
Software	2,400	346	260	303	346	87	173	260	43	260	87	87	43	43	54	9	0	0	0	0	0	0	
subtotal	285,300	41,161	30,871	35,641	41,161	10,290	20,581	30,871	5,145	30,871	10,290	10,290	5,145	5,145	6,432	1,029	75	75	75	75	75	75	0

Additional Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 17	RESEA 18	SCSEP NCBA	VR	Div Blind Svcs *	Adult Ed Bay Distr	Career Tech BayDist	Career Tech GCSC	CSBG Tri-County	TAA	
Career Services	242,680	96,695	39,750	56,926	7,500	3,750	0	0	4,875	0	0	5,364	11,000	11,000	5,471	349							
Shared Services **	314,840	65,617	33,250	55,598	2,500	1,250	10,000	24,000	1,625	16,000	8,000	75,000	11,000	11,000									
Shared Operating Costs																							
Travel	12,000	2,391	1,373	1,602	1,373	458	915	1,373	229	915	458	458	229	229									
Meeting Expense	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Storage Lease	2,400	478	275	320	275	92	183	275	46	183	92	92	46	46									
Copier 1	2,580	514	295	344	295	98	197	295	49	197	98	98	49	49									
Copier 2	6,240	1,243	714	833	714	238	476	714	119	476	238	238	119	119									
Postage Meter Rent	350	70	40	47	40	13	27	40	7	27	13	13	7	7									
Advertising/Outreach	10,000	1,992	1,144	1,335	1,144	381	763	1,144	191	763	381	381	191	191									
Software/IT Fees	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Sonitrol Alarm Service	4,000	797	458	534	458	153	305	458	76	305	153	153	76	76									
Prof Svcs Website	3,000	598	343	400	343	114	229	343	57	229	114	114	57	57									
Allocated Supv Sal/Ben	84,000	16,736	9,609	11,211	9,609	3,203	6,406	9,609	1,602	6,406	3,203	3,203	1,602	1,602									
Allocated IT Sal/Ben	39,000	7,770	4,461	5,205	4,461	1,487	2,974	4,461	744	2,974	1,487	1,487	744	744									
TANF SNAP program	235,000				195,000	40,000																	
WIOA Youth program	172,500	16,200	152,500	3,800																			
subtotal	1,130,590	211,499	244,440	138,421	223,940	51,314	22,627	42,940	9,657	28,627	14,314	86,678	25,157	25,157	5,471	349	0	0	0	0	0	0	0

Grand Total	1,415,890	252,660	275,312	174,062	265,102	61,604	43,208	73,812	14,802	59,498	24,604	96,968	30,302	30,302	11,902	1,378	75	75	75	75	75	75	0
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* Direct linkage partners not physically co-located in the One-Stop center.

** Shared Services include: Business services, front desk staffing, staff training/travel, referrals to other One-Stop partners and operational costs in the Job Center contract.

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND
GULF COAST STATE COLLEGE

I. **Parties**

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) Section I between CareerSource Gulf Coast and Gulf Coast State College hereinafter referred to as “the College”

II. **Background**

Pursuant to the Carl D. Perkins Act of 2006 state colleges receive a portion of federal monies set aside to develop more fully the academic, career, and technical skills of postsecondary students who elect to enroll in Career-Technical Education. WIOA Sec.121 (b)(B)(vi), requires Career and Technical Education programs at the post-secondary level to be One Stop Partners.

The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. College students and graduates could benefit greatly from the services offered through local job centers.

III. **Purpose**

The purpose of this MOU is to further codify the existing relationship for service provision and to implement an infrastructure funding agreement between CareerSource Gulf Coast and Gulf Coast State College.

IV. **Responsibilities**

A. CareerSource Gulf Coast will:

1. Maintain cooperative working relationships, to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Provide brochures, pamphlets, guides, and information regarding services to the College.
3. Provide a single Point of Contact (POC) to assist the College with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.

4. Provide space at the Job Center to the College on an as needed basis. Scheduling must be approved in advance with the Job Center Operator.
5. Provide referrals to the College and training support (funds permitting) for eligible students pursuing certifications in demand occupations.
6. Share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
7. As appropriate, provide access to staff-level permissions in the Employ Florida system in order to serve client job seekers. Upon request, the Board will provide a user id and training to allow college staff to provide services that require lesser security measures. GCSC staff who are granted access to Employ Florida must undergo a Level Two background check, complete the appropriate security forms and attend security training as required.

B. Gulf Coast State College will:

1. Provide information on class offerings and locations and update as needed.
2. Engage in board activities through representation on the CSGC Board of Directors.
3. Work with CSGC staff to develop and identify training related to demand occupations.
4. Provide space for training and events as appropriate.

V. **Cost Sharing/Resource Sharing – See Attachment A**

Costs of the infrastructure of CareerSource Gulf Coast’s comprehensive Job Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The resource sharing between CareerSource Gulf Coast and Gulf Coast State College consists of the provision of phone, internet and technology at the Job Center for the college while the college provides office space on campus for CSGC case managers to meet with participants.

VI. **Infrastructure Funding Agreement (IFA)**

In compliance with WIOA and its implementing regulations and consistent with the Uniform Guidance, funding provided by the one-stop partners to cover the operating costs, including infrastructure cost of the one-stop delivery system must be based on the partner program’s proportionate use of the system and relative benefit received (WIOA sec. 121 (h)(1)(B)(i) and 121 (h)(2)(C)(i), 20 CFR 678.700 through 678.760, 34 CFR 361.700 through 361.760, and 34 CFR 463.700 through 463.

Payment Method: CareerSource Gulf Coast will prepare and send an invoice for each partner’s annual share on May 1 each year. Payment is due on June 1st and the program year begins on July 1st. For year one, the invoice will be pro-rated based upon the number of months left in the current program year. The One Stop operating budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually within six months of the state fiscal year end. Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

Required Partners in Local Workforce Development Area 4 (CareerSource Gulf Coast region) are:

- SCSEP (Senior Comm. Svc. Emplmnt. Prgm.) - NCBA
- VR (Vocational Rehabilitation)
- Division of Blind Services
- Adult Ed (Bay District Schools)
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The following programs are administered by CareerSource Gulf Coast:

- | | |
|-----------------|--------------------------|
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| WIOA Youth | Vets DVOP |
| WIOA Disl. Wkr. | Vets LVER |
| WT TANF | Military Spouse |
| SNAP | RESEA 17 |
| SNAP ERS | RESEA 18 |
| Wagner-Peyser | Wagner-Peyser Perf. Inc. |

Chief Elected Officials: Bay County Board of Commissioners
Gulf County Board of Commissioners
Franklin County Board of Commissioners

VII. Modification

The Workforce Board or the College may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties. Modifications made solely due to changes in infrastructure costs will not require approval of local elected officials.

VIII. Indemnity

CareerSource Gulf Coast shall hold the College and the Gulf Coast State College Board of Trustees and the College’s officers, employees, agents and/or servants harmless and indemnify each of them against any and all claims, liabilities, actions, damages, suits,

proceedings, and judgments from claims arising or resulting from the acts or omissions of CareerSource Gulf Coast, its employees, its agents or of others under CareerSource Gulf Coast’s control and supervision.

Except for the College’s employees acting within the course and scope of their employment, the College shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of section 768.28, Florida Statutes. Further, the College’s liability and indemnification obligations in this MOU shall be effective only to the extent expressly required by section 768.28, Florida Statutes. Nothing herein will be read or construed as a waiver or sovereign immunity beyond that provided in section 768.28, Florida Statutes.

IX. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If issues regarding MOUs and/or IFAs remain unresolved, LWDBs shall document the issue and efforts at resolution. Documentation is forwarded to the Department of Economic Opportunity, Division of Workforce Services (DEO) and the executive administrator(s) of agencies responsible for administering the partner’s program. DEO and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt. Issues will be remanded back to the local partners to execute recommended action.
3. If issues remain unresolved, the LWDB must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the other agency heads to resolve the impasse and provide a resolution response to the all parties.

Decisions are considered final.

X. Severability

If any provision of this MOU shall be held void, voidable, invalid or inoperative, with the exception of the consideration set forth therein, no other provision of this MOU shall be affected as a result thereof, and accordingly, the remaining provisions of this MOU shall

remain in full force and effect as though such void, voidable, invalid or inoperative provision had not be contained herein.

XI. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

CAREERSOURCE GULF COAST


Name: Kimberly L. Bodine
Title: Executive Director
Address: 5230 W. US 98, Panama City, FL 32401
Phone: (850) 913-3285
Fax: (850) 913-3269
Email: kbodine@careersourcegc.com

GULF COAST STATE COLLEGE


Name: Dr. John Holdnak
Title: President
Address: 5230 West US 98, Panama City, FL 32401
Phone: (850) 769-1151, ext. 3800
Fax: (850) 767-8001
Email: jholdnak@gulfcoast.edu

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST


Date: 5-28-20

GULF COAST STATE COLLEGE


Date: April 29, 2020

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Philip Griffitts, Chair of Bay BOCC
I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Philip Griffitts, Chair
Printed Name and Title

Bay County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Sandy Quinn, Chair of Gulf BOCC, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Sandy Quinn, Chair
Printed Name and Title

Gulf County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Noah Lockley, Jr., Chair of Franklin BOCC , certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Noah Lockley, Jr. , Chair
Printed Name and Title

Franklin County Board of County Commissioners
Agency Name

Attachment A

One-Stop Operating Budget

Revised for 7-1-20

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the Job Center.

Partners/Programs with only a virtual presence/"direct linkage" will only share in the cost of 1 phone line, IT Contract, and any related software costs.

Resource sharing with SCSEP. We provide space & technology and SCSEP provides part-time SCSEP workers to greet our customers and assist in the resource room.

Resource sharing with Bay District Schools & GCSC. We provide phone, internet, & technology and Bay District & GCSC provide office space on campus for our case managers to meet with program participants.

Resource sharing with Tri-County. We provide phone & technology and Tri-County provides a part-time worker to assist in the resource room.

Voc Rehab and Div of Blind Services will remit quarterly payments to CareerSource Gulf Coast.

	FTE Estimate	27.725	4.0000	3.0000	3.5000	4.0000	1.0000	2.0000	3.0000	0.5000	3.0000	1.0000	1.0000	0.5000	0.5000	0.6250	0.1000						
	FTE Percentage	100.0000%	14.4274%	10.8206%	12.6240%	14.4274%	3.6069%	7.2137%	10.8206%	1.8034%	10.8206%	3.6069%	3.6069%	1.8034%	1.8034%	2.2543%	0.3607%						
Infrastructure Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 1	RESEA 2	SCSEP NCBA	VR	Div Blind Svcs *	Adult Ed Bay Distr	Career Tech * BayDistr	Career Tech* GCSC	CSBG Tri- * County	TAA	
Lease/Utilities	252,000	36,357	27,268	31,812	36,357	9,089	18,179	27,268	4,545	27,268	9,089	9,089	4,545	4,545	5,681	909							
Phones/Internet	11,000	1,587	1,190	1,064	1,587	397	794	1,190	198	1,190	397	397	198	198	248	40	65	65	65	65	65	65	
Repairs & Maint.	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Supplies	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Insurance Liab	1,600	231	173	202	231	58	115	173	29	173	58	58	29	29	36	6							
Insurance Prop	3,400	491	368	429	491	123	245	368	61	368	123	123	61	61	77	12							
Insurance Flood	2,900	418	314	366	418	105	209	314	52	314	105	105	52	52	65	10							
Technology:		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Prof Svcs IT Contract	10,000	1,443	1,082	1,212	1,443	361	721	1,082	180	1,082	361	361	180	180	225	36	10	10	10	10	10	10	
Software	2,400	346	260	303	346	87	173	260	43	260	87	87	43	43	54	9	0	0	0	0	0	0	
subtotal	285,300	41,161	30,871	35,641	41,161	10,290	20,581	30,871	5,145	30,871	10,290	10,290	5,145	5,145	6,432	1,029	75	75	75	75	75	75	0

Additional Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 17	RESEA 18	SCSEP NCBA	VR	Div Blind Svcs	Adult Ed Bay Distr	Career Tech BayDistr	Career Tech GCSC	CSBG Tri- County	TAA	
Career Services	242,680	96,695	39,750	56,926	7,500	3,750	0	0	4,875	0	0	5,364	11,000	11,000	5,471	349							
Shared Services **	314,840	65,617	33,250	55,598	2,500	1,250	10,000	24,000	1,625	16,000	8,000	75,000	11,000	11,000									
Shared Operating Costs																							
Travel	12,000	2,391	1,373	1,602	1,373	458	915	1,373	229	915	458	458	229	229									
Meeting Expense	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Storage Lease	2,400	478	275	320	275	92	183	275	46	183	92	92	46	46									
Copier 1	2,580	514	295	344	295	98	197	295	49	197	98	98	49	49									
Copier 2	6,240	1,243	714	833	714	238	476	714	119	476	238	238	119	119									
Postage Meter Rent	350	70	40	47	40	13	27	40	7	27	13	13	7	7									
Advertising/Outreach	10,000	1,992	1,144	1,335	1,144	381	763	1,144	191	763	381	381	191	191									
Software/IT Fees	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Sonitrol Alarm Service	4,000	797	458	534	458	153	305	458	76	305	153	153	76	76									
Prof Svcs Website	3,000	598	343	400	343	114	229	343	57	229	114	114	57	57									
Allocated Supv Sal/Ben	84,000	16,736	9,609	11,211	9,609	3,203	6,406	9,609	1,602	6,406	3,203	3,203	1,602	1,602									
Allocated IT Sal/Ben	39,000	7,770	4,461	5,205	4,461	1,487	2,974	4,461	744	2,974	1,487	1,487	744	744									
TANF SNAP program	235,000				195,000	40,000																	
WIOA Youth program	172,500	16,200	152,500	3,800																			
subtotal	1,130,590	211,499	244,440	138,421	223,940	51,314	22,627	42,940	9,657	28,627	14,314	86,678	25,157	25,157	5,471	349	0	0	0	0	0	0	0

Grand Total	1,415,890	252,660	275,312	174,062	265,102	61,604	43,208	73,812	14,802	59,498	24,604	96,968	30,302	30,302	11,902	1,378	75	75	75	75	75	75	0
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* Direct linkage partners not physically co-located in the One-Stop center.

** Shared Services include: Business services, front desk staffing, staff training/travel, referrals to other One-Stop partners and operational costs in the Job Center contract.

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND
TRI-COUNTY COMMUNITY COUNCIL, INC.

I. **Parties**

This Memorandum of Understanding (MOU) is entered into pursuant to 20 USC 2301 et seq. and PL 113-128 (the Workforce Innovation and Opportunity Act - WIOA) Section I between CareerSource Gulf Coast (CSGC) and Tri-County Community Council, Inc. (hereafter referred to as TCCC) as authorized under Department of Health and Human Services, Employment and Training Activities under the Community Services Block Grant (CSBG) Programs, 42U.S.C. 9901 et. seq.

II. **Background**

Pursuant to the above-referenced cites, Tri-County Community Council, Inc. is a required partner of the One Stop System. The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers.

III. **Purpose**

The purpose of this MOU is to further codify the existing relationship for service provision between CareerSource Gulf Coast and Tri-County Community Council, Inc. provider of CSBG services in LWDA 04.

IV. **Responsibilities:**

A. **CareerSource Gulf Coast will:**

1. Maintain cooperative working relationships to facilitate joint planning, staff development and training, evaluation of services, and more efficient management of limited financial and human resources.
2. Provide access to brochures, pamphlets, guides, schedules of presentations, and information regarding services to Tri-County Community Council, Inc.
3. Provide a single Point of Contact (POC) to assist Tri-County Community Council, Inc. with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
4. Provide space at the Job Center to Tri-County Community Council, Inc. on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.
5. Share information that will benefit the participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.

B. Tri-County Community Council, Inc. will:

1. Provide brochures, pamphlets, guides, and specific information regarding services to Job Center staff for display and distribution at the Job Center.
2. Provide training of Tri-County Community Council, Inc.'s programs to Job Center Staff.
3. Provide office space at Tri-County Community Council, Inc.'s Bay County office for meeting with CareerSource Gulf Coast Board staff and customers to provide services for mutual clients on an as needed basis. Scheduling must be arranged and approved in advance with the Bay County Community Specialist.
4. Provide the Job Center a point of contact for the Bay County office.
5. Participate in CareerSource Gulf Coast's meetings/recruiting events to provide updates on the partner's programs and procedures. Advance notice required for meetings. Tri-County Community Council, Inc. staff will only attend as schedules permit.
6. Be familiar with the array of services provided in the One-Stop service delivery system.
7. Provide Employment Support services to eligible customers that includes but not limited to:
 - a. Career Guidance
 - b. Education Assistance
 - c. Employment Assistance
 - d. Job Coaching
 - e. Limited Employment Transportation
 - f. Youth Development
 - g. Limited Emergency Services

V. Cost Sharing/Resource Sharing

Costs of the infrastructure of the CareerSource Gulf Coast's Comprehensive Job Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. As a Direct Linkage partner, Tri-County will pay its share of infrastructure costs as outlined below.

VI. Infrastructure Funding Agreement (IFA) – See Attachment "A".

In compliance with WIOA and its implementing regulations and consistent with the Uniform Guidance, funding provided by the one-stop partners to cover the operating costs, including infrastructure cost of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received (WIOA sec. 121 (h)(1)(B)(i) and 121 (h)(2)(C)(i), 20 CFR 678.700 through 678.760, 34 CFR 361.700 through 361.760, and 34 CFR 463.700 through 463.760). Please see attachment A, One Stop operating budget which details the infrastructure cost of the one stop delivery system and the assigned cost to the required partners based upon their proportionate use of the system and relative benefit received. If TCCC does not provide two hours per month of resource room assistance, this current MOU will be cancelled and a new MOU will be executed including infrastructure costs.

Payment Method: CareerSource Gulf Coast will prepare and send an invoice for each partner’s annual share on May 1 each year. Payment is due on June 1st and the program year begins on July 1st. For year one, the invoice will be pro-rated based upon the number of months left in the current program year. The One Stop operating budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually within six months of the state fiscal year end. Increases and decreases will be calculated and included in future monthly invoices.

Required Partners in Local Workforce Development Area 4 (CareerSource Gulf Coast region) are:

- SCSEP (Senior Comm. Svc. Emplmnt. Prgm.) - NCBA
- VR (Vocational Rehabilitation)
- Division of Blind Services
- Adult Ed (Bay District Schools)
- Career Tech (Bay District Schools)
- Career Tech (Gulf Coast State College)
- CSBG (Comm. Svc Block Grant) Tri-County Community Council, Inc.

The following programs are administered by CareerSource Gulf Coast:

- | | |
|-----------------|--------------------------|
| WIOA Adult | RA/UC |
| WIOA Youth | Vets DVOP |
| WIOA Disl. Wkr. | Vets LVER |
| WT TANF | Military Spouse |
| SNAP | RESEA 17 |
| SNAP ERS | RESEA 18 |
| Wagner-Peyser | Wagner-Peyser Perf. Inc. |

Chief Elected Officials: Bay County Board of Commissioners
Gulf County Board of Commissioners
Franklin County Board of Commissioners

VII. Modification

CareerSource Gulf Coast and Tri-County Community Council may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties. Modifications made solely due to changes in infrastructure costs will not require approval of local elected officials.

VIII. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

H.

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If issues regarding MOUs and/or IFAs remain unresolved, LWDBs shall document the issue and efforts at resolution. Documentation is forwarded to the Department of Economic Opportunity, Division of Workforce Services (DEO) and the executive administrator(s) of agencies responsible for administering the partner's program. DEO and the appropriate division will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt. Issues will be remanded back to the local partners to execute recommended action.
3. If issues remain unresolved, the LWDB must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the other agency heads to resolve the impasse and provide a resolution response to the all parties.

Decisions are considered final.

IX. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

CAREERSOURCE GULF COAST

Name: Kimberly L. Bodine
 Title: Executive Director
 Address: 5230 W. US 98, Panama City, FL 32401
 Phone: (850) 913-3285
 Fax: (850) 913-3269
 Email: kbodine@careersourcegfc.com

TRI-COUNTY COMMUNITY COUNCIL, INC

Name: Joel Paul, Jr.
 Title: Executive Director
 Address: P.O Box 1210, Bonifay, FL 32425
 Phone: (850) 547-3689
 Fax: (850) 547-9806
 Email: joelpaul.tccc@mchsi.com

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

CAREERSOURCE GULF COAST

TRI-COUNTY COMMUNITY COUNCIL, INC.



Date: 5.28.20



Date: 4-8-2020

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Philip Griffitts, Chair of Bay BOCC
I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Philip Griffitts, Chair
Printed Name and Title

Bay County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Sandy Quinn, Chair of Gulf BOCC, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

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Signature

Date

Sandy Quinn, Chair
Printed Name and Title

Gulf County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Noah Lockley, Jr., Chair of Franklin BOCC , certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Noah Lockley, Jr. , Chair
Printed Name and Title

Franklin County Board of County Commissioners
Agency Name

H.

Attachment A

One-Stop Operating Budget

Revised for 7-1-20

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the Job Center.

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 FTE Percentage 100.0000% 14.4274% 10.8206% 12.6240% 14.4274% 3.6069% 7.2137% 10.8206% 1.8034% 10.8206% 3.6069% 3.6069% 1.8034% 1.8034% 2.2543% 0.3607%

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subtotal	285,300	41,161	30,871	35,641	41,161	10,290	20,581	30,871	5,145	30,871	10,290	10,290	5,145	5,145	6,432	1,029	75	75	75	75	75	75	0

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Shared Services **	314,840	65,617	33,250	55,598	2,500	1,250	10,000	24,000	1,625	16,000	8,000	75,000	11,000	11,000									
Shared Operating Costs																							
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Meeting Expense	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Storage Lease	2,400	478	275	320	275	92	183	275	46	183	92	92	46	46									
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subtotal	1,130,590	211,499	244,440	138,421	223,940	51,314	22,627	42,940	9,657	28,627	14,314	86,678	25,157	25,157	5,471	349	0	0	0	0	0	0	0

Grand Total	1,415,890	252,660	275,312	174,062	265,102	61,604	43,208	73,812	14,802	59,498	24,604	96,968	30,302	30,302	11,902	1,378	75	75	75	75	75	75	0
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* Direct linkage partners not physically co-located in the One-Stop center.

** Shared Services include: Business services, front desk staffing, staff training/travel, referrals to other One-Stop partners and operational costs in the Job Center contract.

MEMORANDUM OF UNDERSTANDING BETWEEN
CAREERSOURCE GULF COAST
AND

FLORIDA DEPARTMENT OF EDUCATION DIVISION OF VOCATIONAL REHABILITATION

I. **Parties**

This Memorandum of Understanding (MOU) is entered into pursuant to 29 United States Code ("USC") §721(a) (11) (A) (the Rehabilitation Act of 1973), and PL 113-128, (the Workforce Innovation and Opportunity Act - WIOA) Section I between CareerSource Gulf Coast (CSGC) and the Florida Department of Education, Division of Vocational Rehabilitation, hereinafter referred to as "DOE/DVR."

II. **Background**

Pursuant to §413.201 and §413.202, Florida Statutes, and 29 USC §721(a)(2), DOE/DVR is the designated State unit which is required by WIOA Sec.121 (a)(1)(B) (iv) to enter into cooperative agreements with other entities that are components of the statewide workforce innovation and opportunity system; and is required by WIOA Sec.107(b)(2)(D)(iii) to provide representation on the Workforce Board.

The vision for the One-Stop Delivery System is to align a wide range of publicly and privately funded education, employment, and job training programs while also providing high-quality customer service to job seekers, workers, and businesses. One-stop centers (currently branded as American Job Centers) continue to be a valued community resource, known both locally and nationally as an important source of assistance for those looking for work or workers, and those looking for opportunities to grow their careers. Individuals who can benefit from vocational rehabilitation services can be expeditiously identified and served using a shared placement concept through the One-Stop Delivery System.

III. **Purpose**

The purpose of this MOU is to further codify the existing relationship for service provision and the infrastructure funding agreement between CareerSource Gulf Coast and DOE/DVR, provider of vocational rehabilitation services in LWDA 04.

IV. **Responsibilities**

A. **CareerSource Gulf Coast will:**

1. Provide brochures, pamphlets, guides, schedules of presentations, information, signage of affiliate status and training for DOE/DVR staff.
2. Provide a single Point of Contact (POC) to assist DOE/DVR with questions and issues that arise in the day-to-day operations. Answers will be provided within 24 hours.
3. Provide space (when applicable) at the One-Stops to DOE/DVR on an as needed basis. Scheduling must be approved in advance with the One-Stop Operator.

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4. Provide and receive referrals to and from DOE/DVR in a timely manner.
5. Share information that will benefit participants in finding a job, accessing training support if qualified, and gaining certifications or degrees to improve their employment opportunities.
6. Provide access (if applicable) to staff-level permissions in the Employ Florida (EF) system in order to serve client job seekers. Upon request, the Board will provide a user id and training to allow DOE/DVR staff to provide services that require lesser security measures. DOE/DVR staff who are granted access to EF must undergo a Level One background check, complete the appropriate security forms and attend security training as required

V. DOE/DVR will:

1. Participate in activities associated with assessing organizational performance and developing and carrying out improvement plans. It is expected that these activities will include full integration of workforce development services by and between DOE/DVR and the CareerSource Gulf Coast so that services will be delivered in a seamless manner.
2. Be familiar with the array of services provided in the One-Stop service delivery system.
3. Provide vocational rehabilitation services to eligible customers. Examples of DOE/DVR services include:
 - a. Medical and Psychological Assessment;
 - b. Vocational Evaluation and Planning;
 - c. Career Counseling and Guidance;
 - d. Training and Education After High School;
 - e. Job-Site Assessment and Accommodations;
 - f. Job Placement;
 - g. Job Coaching;
 - h. On-the-Job Training;
 - i. Supported Employment;
 - j. Assistive Technology and Devices; and
 - k. Time-Limited Medical and/or Psychological Treatment

VI. The CareerSource Gulf Coast and DOE/DVR will:

Perform all such responsibilities as are required by the Workforce Innovation and Opportunity Act (29 USC Chapter 32) and subsequent federal regulations such as:

1. Provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages.

2. Provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
3. Enable businesses and employers to easily identify and hire skilled workers and access other supports, including education and training for their current workforce;
4. Participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations.
5. Ensure that high-quality integrated data inform decisions made by policymakers, employers, and job seekers.

VII. **Cost Sharing/Resource Sharing: - Attachment A**

Costs of the infrastructure of CareerSource Gulf Coast's comprehensive Job Center will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. Please see the attached One Stop operating budget (Attachment A – One Stop Budget) which details the infrastructure cost of the one stop delivery system and the assigned cost to the required partners based upon their proportionate use of the system and relative benefit received. VR has agreed to share office space at the Job Center, located in Mariner Plaza, 625 Highway 231 for 4 hours per week for an estimated cost of \$115.00 per month.

VIII. **Infrastructure Funding Agreement (IFA): - Addendum, Attachment B**

In compliance with WIOA and its implementing regulations and consistent with the Uniform Guidance, funding provided by the one-stop partners to cover the operating costs, including infrastructure cost of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received (WIOA sec. 121 (h)(1)(B)(i) and 121 (h)(2)(C)(i), 20 CFR 678.700 through 678.760, 34 CFR 361.700 through 361.760, and 34 CFR 463.700 through 463.760).

Payment Method: DOE/VR will remit its share quarterly, pro-rated for the first quarter. The One Stop operating budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected quarterly.

Required Partners in Local Workforce Development Area 4 (CareerSource Gulf Coast region) are:

SCSEP (Senior Comm. Svc. Emplmnt. Prgm.) - NCBA
 VR (Vocational Rehabilitation)
 Division of Blind Services
 Adult Ed (Bay District Schools)



Career Tech (Bay District Schools)
Career Tech (Gulf Coast State College)
CSBG (Comm. Svc Block Grant) Tri-County Community Council, Inc.

The following programs are administered by CareerSource Gulf Coast:

WIOA Adult	RA/UC
WIOA Youth	Vets DVOP
WIOA Disl. Wkr.	Vets LVER
WT TANF	Military Spouse
SNAP	RESEA 17
SNAP ERS	RESEA 18
Wagner-Peyser	Wagner-Peyser Perf. Inc.

Chief Elected Officials: Bay County Board of Commissioners
Gulf County Board of Commissioners
Franklin County Board of Commissioners

IX. Modification

CareerSource Gulf Coast or DOE/DVR may propose to modify this MOU at any time. Any such modification will not be effective until a written amendment to this MOU is executed by both parties. Modifications made solely due to changes in infrastructure costs will not require approval of local elected officials.

VIII. Dispute and Impasse Resolution

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If issues regarding MOUs and/or IFAs remain unresolved, LWDBs shall document the issue and efforts at resolution. Documentation is forwarded to the Department of Economic Opportunity, Division of Workforce Services (DEO), and the Chancellor for Career and Adult Education the Director of the Division of Vocational Rehabilitation. Director of the Division of Blind Services or the executive administer(s) of agencies responsible for administering the partner’s program DEO and the appropriate division (Director of the Division of Vocational Rehabilitation) will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt. Issues will be remanded back to the local partners to execute recommended action.

H.

3. If issues remain unresolved, the LWDB must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of the Department of Economic Opportunity or other agency heads to resolve the impasse and provide a resolution response to all parties. Decisions are considered final.

IX. Confidentiality of Records

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

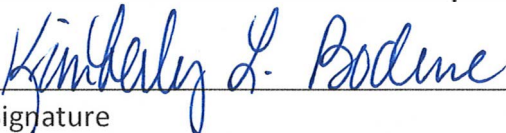
X. Terms of Contract

The term of this MOU shall commence on July 1, 2020, or the date last executed by both parties, whichever is later, through June 30, 2023, and may be renewed for an additional three-year term. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this Agreement.

XI. MOU Management

Listed below are the individuals identified as the MOU Managers. These individuals are responsible for enforcing performance of the MOU terms and conditions and shall serve as liaison/contact regarding issues arising out of this MOU.

<p>CAREERSOURCE GULF COAST</p>  <p>Signature</p> <p>Name: Kimberly L. Bodine Title: Executive Director Address: 5230 W. US Hwy. 98 Panama City, FL 32401 Phone: 850-913-3285 Email: 850-913-3269</p>	<p>DEPARTMENT OF EDUCATION/DIVISION OF VOCATIONAL REHABILITATION</p> <hr/> <p>Signature</p> <p>Name: Allison Flanagan Title: Director of Vocational Rehabilitation Address: 4070 Esplanade Way 2nd Floor Tallahassee, FL 32399 Phone: 850-245-3399 Email: Allison.Flanagan@vr.fldoe.org</p>
---	---

H.

Signature Date

Richard Corcoran, Commissioner

Printed Name and Title

Department of Education

Agency Name

850-245-0505 Commissioner@fldoe.org

Phone/Email

Authority and Signature
Local Elected Official

➤ One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Philip Griffitts, Chair of Bay BOCC
I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature Date

Philip Griffitts, Chair

Printed Name and Title

Bay County Board of County Commissioners

Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Sandy Quinn, Chair of Gulf BOCC, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Sandy Quinn, Chair
Printed Name and Title

Gulf County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Noah Lockley, Jr., Chair of Franklin BOCC , certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Noah Lockley, Jr. , Chair
Printed Name and Title

Franklin County Board of County Commissioners
Agency Name

**INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP CAREER CENTER SYSTEM
BETWEEN THE DEPARTMENT OF
EDUCATION DIVISION OF VOCATIONAL
REHABILITATION
AND CAREERSOURCE GULF COAST**

I. PARTIES

This Infrastructure Funding Agreement (CWIFA"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 (MWJOA") and is entered into by the Florida Department of Education, Division of Vocational Rehabilitation (hereafter referred to as the Partners) and CareerSource Gulf Coast (hereafter referred to as "CareerSource").

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The one-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this IFA is to describe the Infrastructure cost responsibilities of the Parties to provide for the maintenance of an effective and successful one-stop system. This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in three counties.

The parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. INFRASTRUCTURE COST BUDGET

SEE ATTACHMENT "A"

IV. COST ALLOCATION METHODOLOGY

CareerSource selected FTE as the allocation basis to determine overall Partner contributions. This was done in an effort:

- a) To remedy the imbalance of non-physically represented Partners, and
- b) To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the one-stop center(s) and relative benefit received.

V. ALLOCATION BASIS PER COST ITEM

N/A

VI. PARTNER CONTRIBUTION AMOUNTS SEE ATTACHMENT "A"

VII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
 - Updated staffing Information (per the 1st day of the 1st month of each quarter)
2. Upon receipt of the above information, CareerSource will:
 - Compare budgeted costs to actual costs,
 - Update the allocation bases, and
 - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for the balance due.
4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of CareerSource's preparation and submission of Invoices and adjusted budgets is contingent upon the timeliness of each Partner In providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will only send a copy of the updated budget.
5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the Invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.

6. Partners will communicate any disputes with costs in the invoice or the adjusted budget to CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

VIII. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

IX. DISPUTE AND IMPASSE RESOLUTION

All Parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
2. If issues regarding MOUs and/or IFAs remain unresolved, LWDBs shall document the issue and efforts at resolution. Documentation is forwarded to the Department of Economic Opportunity, Division of Workforce Services (DEO), and the Chancellor for Career and Adult Education the Director of the Division of Vocational Rehabilitation. Director of the Division of Blind Services or the executive administrator(s) of agencies responsible for administering the partner's program DEO and the appropriate division (Director of the Division of Vocational Rehabilitation) will work to resolve the impasse and secure an executed agreement. A joint decision shall be transmitted within 30 calendar days of receipt. Issues will be remanded back to the local partners to execute recommended action.
3. If issues remain unresolved, the LWDB must notify CareerSource Florida and include the details of the impasse. CareerSource Florida will work with the Commissioner of Education, the Executive Director of the Department of Economic Opportunity or other agency heads to resolve the impasse and provide a resolution response to all parties. Decisions are considered final.

MODIFICATION PROCESS

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the Inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

X. EFFECTIVE PERIOD

This IFA is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2023.

XI. PAYMENT METHODOLOGY

Vocational Rehabilitation shall remit payment quarterly upon receipt of their invoice. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section VI. Upon receipt of the Invoices described in section VII, the Partners shall process payment within 15 days.

SIGNATURES APPROVALS

<p><u>CAREERSOURCE GULF COAST</u> Name: Kimberly L. Bodine Title: Executive Director Address: 5230 W. US 98, Panama City, FL 32401 Phone: (850) 913-3285 Fax: (850) 913-3269 Email: kbodine@careersourcegc.com</p> <p>BY: _____</p> <p>Date: _____</p>	<p><u>FLORIDA DEPT. OF EDUCATION</u> Name: Allison Flanagan Title: Director of Vocational Rehabilitation Rehabilitation Address: 4070 Esplanade Way, 2nd Floor, Tallahassee, FL 32399 Phone: (850) 245-3399 Email: Allison.Flanagan@vr.fldoe.org</p> <p>BY: _____</p> <p>Date: _____</p>
---	--

Signature Date

Richard Corcoran, Commissioner

Printed Name and Title

Department of Education

Agency Name

850-245-0505 Commissioner@fldoe.org

Phone/Email

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Philip Griffitts, Chair of Bay BOCC
I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either in three years or upon amendment, modification or termination or on June 30, 2023, whichever occurs earlier. The effective period for this MOU is 3 annual periods: 7/1/20-6/30/21, 7/1/21-6/30/22, and 7/1/22-6/30/23.

Signature

Date

Philip Griffitts, Chair
Printed Name and Title

Bay County Board of County Commissioners
Agency Name

Agency Contact Information

Authority and Signature
Local Elected Official

- One completed, signed, and dated Authority and Signature page is required for each signatory official.

By signing my name below, I Sandy Quinn, Chair of Gulf BOCC, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily. My signature certifies my understanding of the terms outlined herein and agreement with:

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Signature

Date

Sandy Quinn, Chair
Printed Name and Title

Gulf County Board of County Commissioners
Agency Name

Agency Contact Information

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Local Elected Official

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Signature

Date

Noah Lockley, Jr. , Chair
Printed Name and Title

Franklin County Board of County Commissioners
Agency Name

Attachment A

One-Stop Operating Budget

Revised for 7-1-20

Cost Allocation Methodology: Costs will be allocated by FTE for partners/programs that are physically located in the Job Center.

Partners/Programs with only a virtual presence/"direct linkage" will only share in the cost of 1 phone line, IT Contract, and any related software costs.

Resource sharing with SCSEP. We provide space & technology and SCSEP provides part-time SCSEP workers to greet our customers and assist in the resource room.

Resource sharing with Bay District Schools & GCSC. We provide phone, internet, & technology and Bay District & GCSC provide office space on campus for our case managers to meet with program participants.

Resource sharing with Tri-County. We provide phone & technology and Tri-County provides a part-time worker to assist in the resource room.

Voc Rehab and Div of Blind Services will remit quarterly payments to CareerSource Gulf Coast.

FTE Estimate	27.725	4.0000	3.0000	3.5000	4.0000	1.0000	2.0000	3.0000	0.5000	3.0000	1.0000	1.0000	0.5000	0.5000	0.6250	0.1000
FTE Percentage	100.0000%	14.4274%	10.8206%	12.6240%	14.4274%	3.6069%	7.2137%	10.8206%	1.8034%	10.8206%	3.6069%	3.6069%	1.8034%	1.8034%	2.2543%	0.3607%

Infrastructure Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 1	RESEA 2	SCSEP NCBA	VR	Div Blind Svcs *	Adult Ed Bay Distr *	Career Tech * BayDistr	Career Tech* GCSC	CSBG Tri- * County	TAA	
Lease/Utilities	252,000	36,357	27,268	31,812	36,357	9,089	18,179	27,268	4,545	27,268	9,089	9,089	4,545	4,545	5,681	909							
Phones/Internet	11,000	1,587	1,190	1,064	1,587	397	794	1,190	198	1,190	397	397	198	198	248	40	65	65	65	65	65	65	
Repairs & Maint.	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Supplies	1,000	144	108	126	144	36	72	108	18	108	36	36	18	18	23	4							
Insurance Liab	1,600	231	173	202	231	58	115	173	29	173	58	58	29	29	36	6							
Insurance Prop	3,400	491	368	429	491	123	245	368	61	368	123	123	61	61	77	12							
Insurance Flood	2,900	418	314	366	418	105	209	314	52	314	105	105	52	52	65	10							
Technology:		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0							
Prof Svcs IT Contract	10,000	1,443	1,082	1,212	1,443	361	721	1,082	180	1,082	361	361	180	180	225	36	10	10	10	10	10	10	
Software	2,400	346	260	303	346	87	173	260	43	260	87	87	43	43	54	9	0	0	0	0	0	0	
subtotal	285,300	41,161	30,871	35,641	41,161	10,290	20,581	30,871	5,145	30,871	10,290	10,290	5,145	5,145	6,432	1,029	75	75	75	75	75	75	0

Additional Costs	Annual Budget	WIOA Adult	WIOA Youth	WIOA DisWkr	WT TANF	SNAP	WP	WP Inc	RA/UC	Vets DVOP	Vets LVER	Military Spouse	RESEA 17	RESEA 18	SCSEP NCBA	VR	Div Blind Svcs	Adult Ed Bay Distr	Career Tech BayDist	Career Tech GCSC	CSBG Tri-County	TAA	
Career Services	242,680	96,695	39,750	56,926	7,500	3,750	0	0	4,875	0	0	5,364	11,000	11,000	5,471	349							
Shared Services **	314,840	65,617	33,250	55,598	2,500	1,250	10,000	24,000	1,625	16,000	8,000	75,000	11,000	11,000									
Shared Operating Costs																							
Travel	12,000	2,391	1,373	1,602	1,373	458	915	1,373	229	915	458	458	229	229									
Meeting Expense	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Storage Lease	2,400	478	275	320	275	92	183	275	46	183	92	92	46	46									
Copier 1	2,580	514	295	344	295	98	197	295	49	197	98	98	49	49									
Copier 2	6,240	1,243	714	833	714	238	476	714	119	476	238	238	119	119									
Postage Meter Rent	350	70	40	47	40	13	27	40	7	27	13	13	7	7									
Advertising/Outreach	10,000	1,992	1,144	1,335	1,144	381	763	1,144	191	763	381	381	191	191									
Software/IT Fees	1,000	199	114	133	114	38	76	114	19	76	38	38	19	19									
Sonitrol Alarm Service	4,000	797	458	534	458	153	305	458	76	305	153	153	76	76									
Prof Svcs Website	3,000	598	343	400	343	114	229	343	57	229	114	114	57	57									
Allocated Supv Sal/Ben	84,000	16,736	9,609	11,211	9,609	3,203	6,406	9,609	1,602	6,406	3,203	3,203	1,602	1,602									
Allocated IT Sal/Ben	39,000	7,770	4,461	5,205	4,461	1,487	2,974	4,461	744	2,974	1,487	1,487	744	744									
TANF SNAP program	235,000				195,000	40,000																	
WIOA Youth program	172,500	16,200	152,500	3,800																			
subtotal	1,130,590	211,499	244,440	138,421	223,940	51,314	22,627	42,940	9,657	28,627	14,314	86,678	25,157	25,157	5,471	349	0	0	0	0	0	0	0

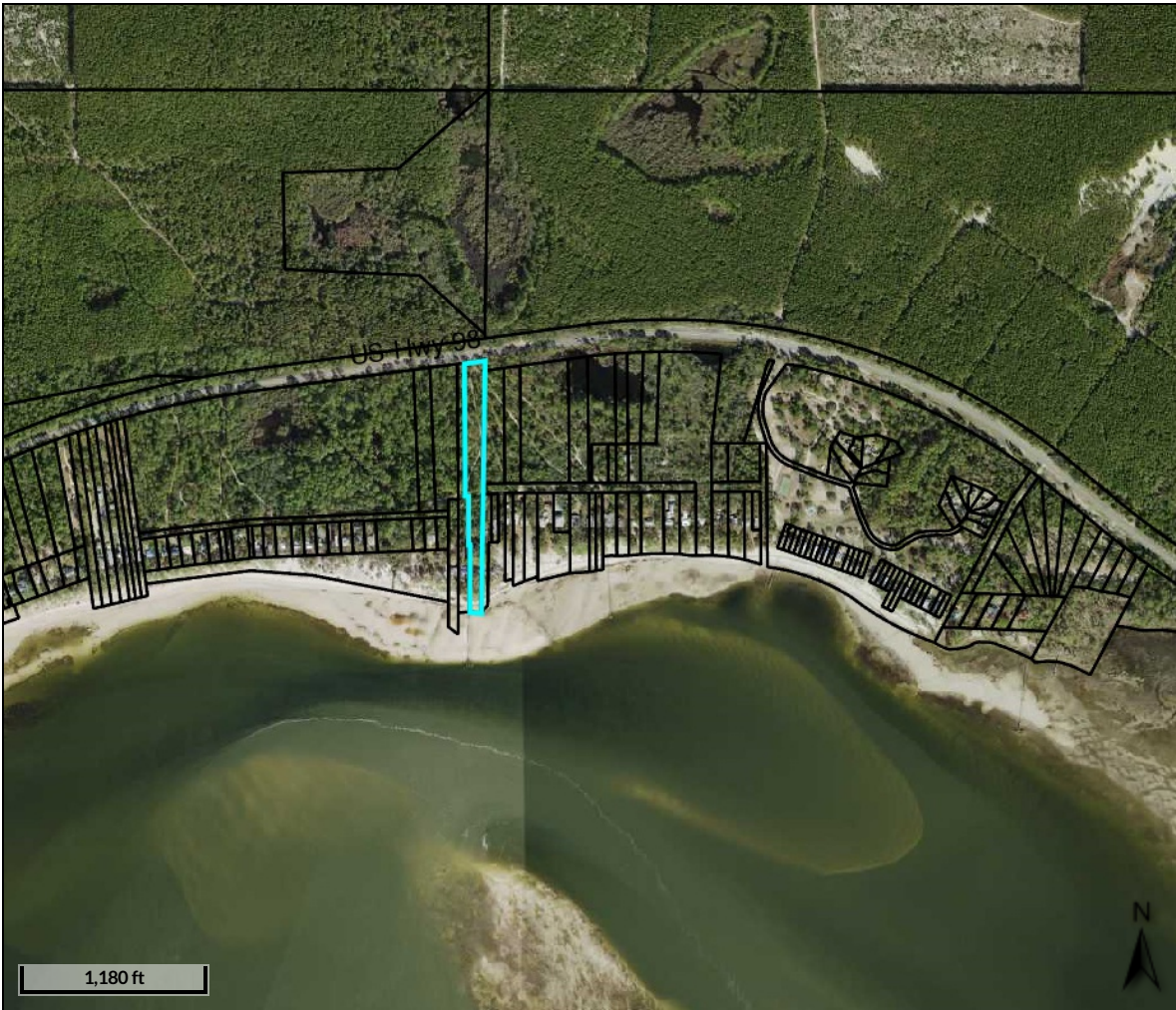
Grand Total	1,415,890	252,660	275,312	174,062	265,102	61,604	43,208	73,812	14,802	59,498	24,604	96,968	30,302	30,302	11,902	1,378	75	75	75	75	75	75	0
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* Direct linkage partners not physically co-located in the One-Stop center.

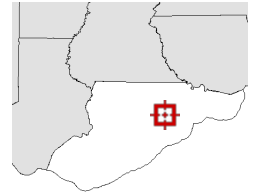
** Shared Services include: Business services, front desk staffing, staff training/travel, referrals to other One-Stop partners and operational costs in the Job Center contract.



1.



Overview



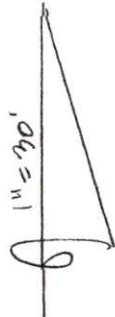
Legend

-  Parcels
-  Roads
-  City Labels

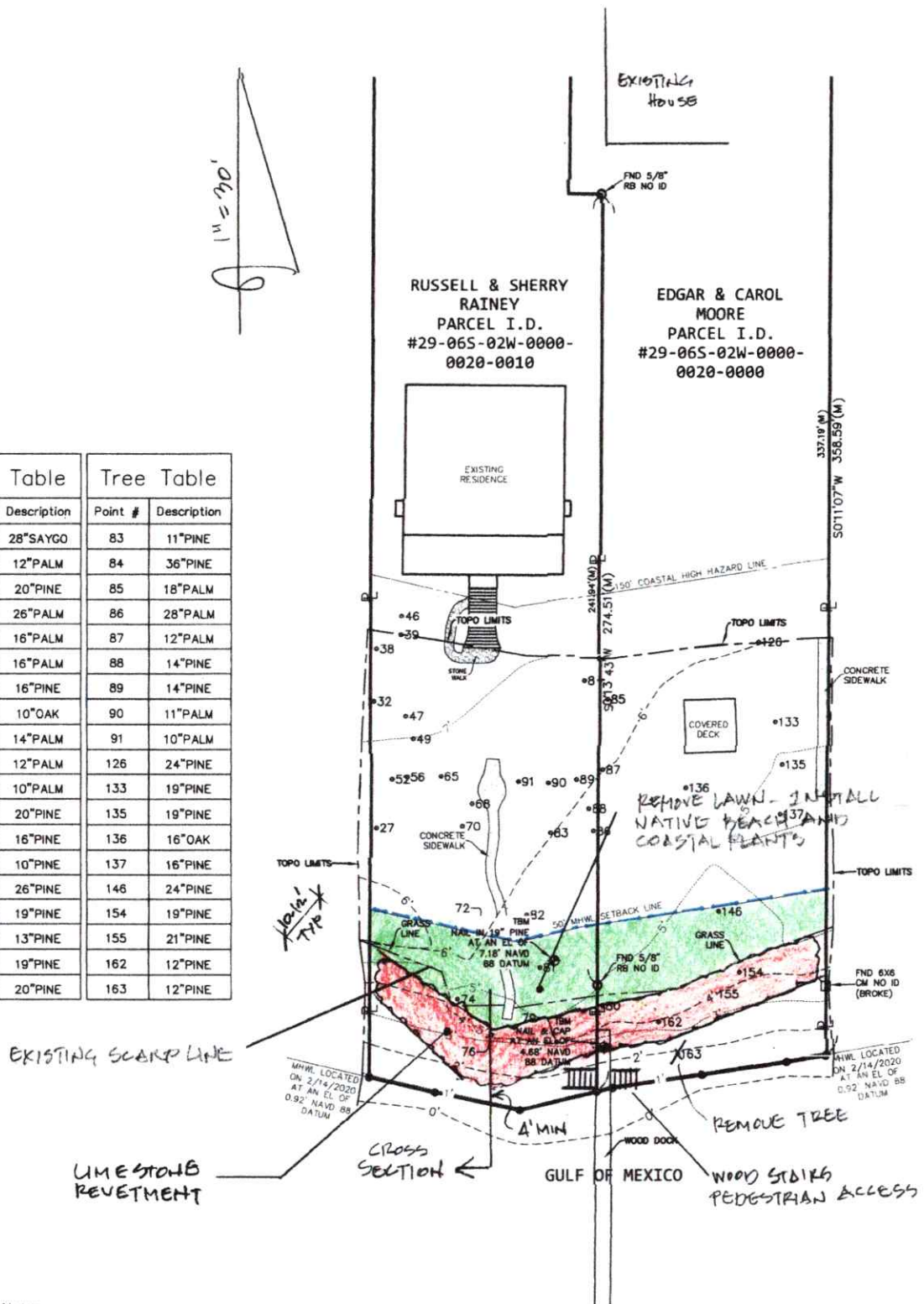
Parcel ID	29-06S-02W-0000-0020-0000	Alternate ID	02W06S29000000200000	Owner Address	MOORE EDGAR M & CAROL H
Sec/Twp/Rng	29-6S-2W	Class	SINGLE FAM		3871 WEST MILLER'S BRIDGE RD
Property Address	4376 ST. TERESA AVE	Acreage	3.29		TALLAHASSEE, FL 32312
District	1				
Brief Tax Description	A PARCEL FROM ROSE				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 3/12/2020
 Last Data Uploaded: 3/12/2020 7:40:48 AM

Developed by 

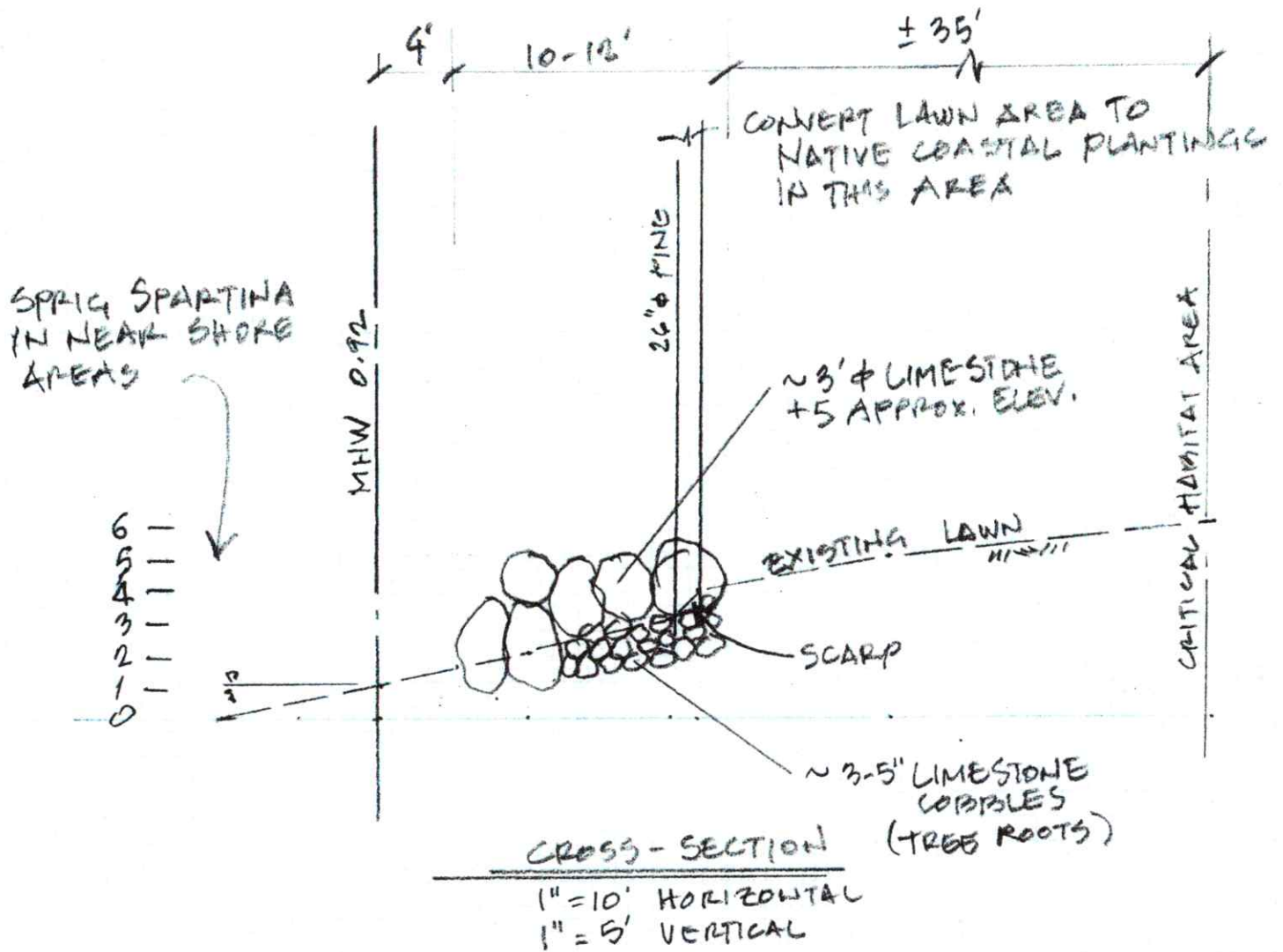


Tree Table		Tree Table	
Point #	Description	Point #	Description
27	28" SAYGO	83	11" PINE
32	12" PALM	84	36" PINE
38	20" PINE	85	18" PALM
39	26" PALM	86	28" PALM
46	16" PALM	87	12" PALM
47	16" PALM	88	14" PINE
49	16" PINE	89	14" PINE
52	10" OAK	90	11" PALM
56	14" PALM	91	10" PALM
65	12" PALM	126	24" PINE
68	10" PALM	133	19" PINE
70	20" PINE	135	19" PINE
72	16" PINE	136	16" OAK
74	10" PINE	137	16" PINE
76	26" PINE	146	24" PINE
79	19" PINE	154	19" PINE
80	13" PINE	155	21" PINE
81	19" PINE	162	12" PINE
82	20" PINE	163	12" PINE



Notes:

1. Survey conducted 2/14/20 by Edwin Brown and Associates
2. Construction to be conducted on both lots by the same contractor at the same time
3. No sand will be removed from the beach
4. Minimal sand will be provided for fill behind the revetment and will be compatible with the local sands



NOTES:
 PROFILE FROM SURVEYED DATA
 COBBLES TO BE USED AROUND TREE ROOTS.
 BOULDERS TO BE FULL DEPTH EVERYWHERE ELSE

Rhumblin Consultants PLLC			
Tel 850.545.9436 ken@rlconsultants.net	1700 N. Monroe St Ste 11-285 Tallahassee, FL 32303	William K. Jones PE FL Registration No. 39523	

Request:

The property owners, Dr. Rainey and Mr. Moore request the approval of the Franklin County Planning and Zoning Board of Adjustment and Appeals to construct a low-elevation limerock stone revetment above the mean high water line and within the Critical Habitat Zone on their properties. In addition, the owners will include the planting of appropriate beach appropriate vegetation replacing the existing St. Augustine lawn within the remainder of the 50-foot habitat conservation zone to restore this area with native vegetation. These planting will improve the habitat quality of this areas as well as add additional erosion protection. The owners will plant *Spartina* (Sp) sprigs within the inter-tidal zone (see graphics to follow).

Existing Condition:

Stingray Point is a prominent geographical feature of the St. Teresa waterfront. This headland is offset by Grasseypoint to the east (Figure 1). These two points form the eastern and western bounds of the long crescent beach inside Alligator Harbor. Stingray Point is also the eastern headland bounded by Turkey Point which forms the crescent

beach of St. Teresa. As the headland, Stingray Point has anchored the two crescent shaped beaches for the recordable time frame.

Stingray Point is situated across the terminus of Alligator Point. Over the last few decades Alligator Point has continually extended and narrowed the opening between Stingray Point at the entrance of Alligator Harbor.



Figure 1 : Stingray point geomorpholgy

This area is particularly vulnerable to winds from the southwest. The shoreline is open to the Gulf here.

Dog Island reef provides some general protection from large waves however that feature is miles to the south. This part of the beach is or could be impacted by the closing of Alligator Harbor channel and increasing marginal currents created by tides running into and out of this embayment. Under certain wind and tide conditions these currents could increase dramatically, potentially causing greater beach erosion. As the tip of Alligator Point grows towards the north the northermost tip is migrating to the west of the point where these parcels are located. The aerial photograph shows the underwater bar. Sand moving north along the point is apparently being directed to the beaches to the west and not to the point as in the past. This may be part of the changing geomorphology that impacts a long-term sand supply to the beach around the Rainey parcel.

The result is the documented increased erosion of Stingray Point causing a loss of trees and submerged aquatic vegetation in the inter-tidal zone which has created a scarp above the mean high water mark at the tree line.

Proposed Solution:

The construction of a stone structure set above the mean high water and on the waterside of the large, mature trees will increase the ability of this point to continue to act as a headland reduce the potential for erosion at this location as well as in the near reaches either side of this point. The proposed design includes a row of larger guard stone (approximately 3-foot diameter stone) set to hold smaller (3-inch diameter cobbles) which will be placed within and among the root system pines (Figure 3). The smaller rock would then be covered with the larger guard stone. In areas where there are no tree roots the large stone will extend the full depth of the revetment, about 10'. The height of the stone revetment would be approximately one foot above the existing scarp or about 5' (see plan and profile sketches provided).

The critical habitat zone, behind the rock revetment would be reworked to transition the existing lawn to a zone planted with plants more associated with those that are typically found in the coastal habitat zone. Transitional plantings of *Spartina* (Sp) will be incorporated into the inter-tidal zone in-front of the two properties to re-establish the protective vegetative buffer waterward of the stone structure.



Figure 2 Coastal issues at Stingray Point

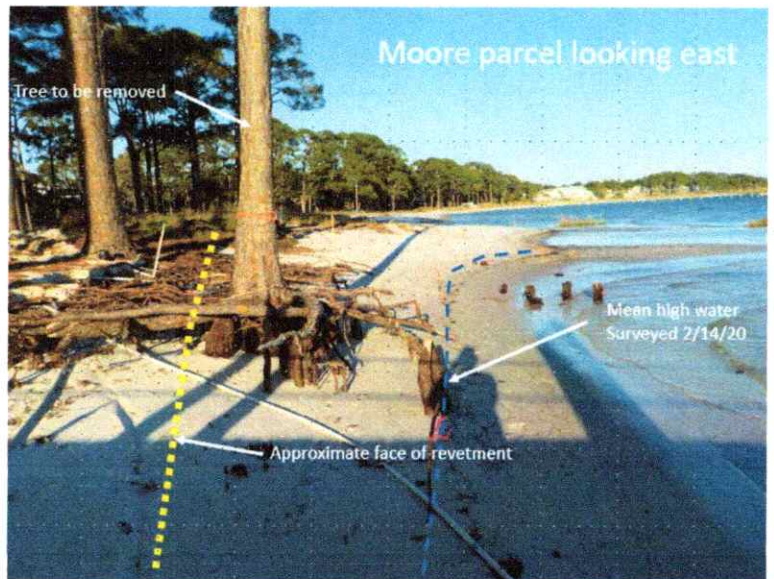


Figure 3 Proposed face of revetment and mean high water on Moore's Property

REVIEW OF BOARD OF ADJUSTMENT APPLICATIONS

Consideration of a request to construct a Rock Retement 46 feet into the Critical Habitat Zone and 10 feet into both side property lines. Property described as 4376 St. Teresa Avenue, St. Teresa, Franklin County, Florida. Request submitted by Rhumblin Consultants, agent for Edgar Moore, applicant.

In the application there is a photograph showing evidence of existing erosion on the site that is the justification for granting this variance.

I find that special condition and circumstances exist which are peculiar to the land, involved and which are not applicable to other lands in the same zoning district, and

the special conditions and circumstances are not the result of an action by the applicant, and

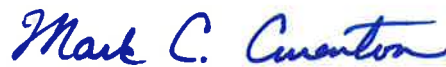
that granting the variance requested will not confer on the applicant any special privilege that is denied by the Franklin County Zoning Ordinance to other lands in the same zoning district, and

that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant, and

that the variance granted is the minimum variance that will make possible the reasonable use of the land, and

that the grant of the variance will be in harmony with the general intent and purpose of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

I recommend approving this variance request.



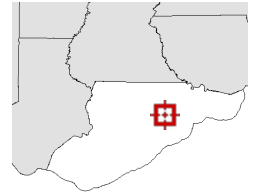
Mark C. Curenton
County Planner
June 5, 2020



J.



Overview



Legend

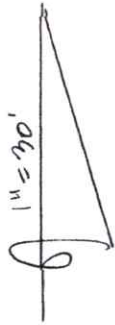
-  Parcels
-  Roads
-  City Labels

Parcel ID	29-06S-02W-0000-0020-0010	Alternate ID	02W06S29000000200010	Owner Address	RAINEY RUSSELL B & SHERRY C
Sec/Twp/Rng	29-6S-2W	Class	SINGLE FAM		4374 ST TERESA AVE
Property Address	4374 ST TEREASA AVE	Acreage	2.8		ST TERESA, FL 32346
District	1				
Brief Tax Description	A PARCEL FROM ROSE HOFFMAN				
	<i>(Note: Not to be used on legal documents)</i>				

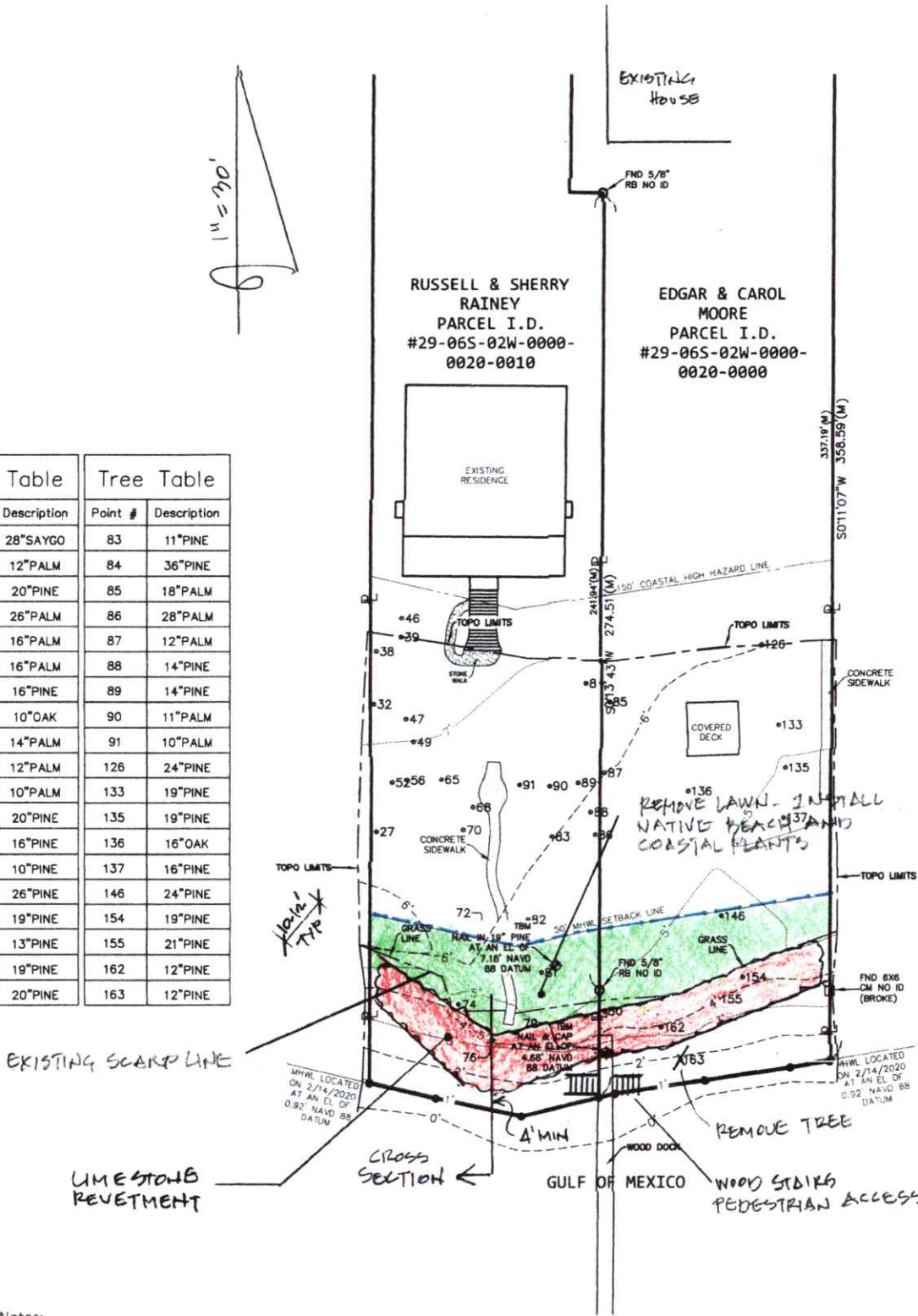
Date created: 3/12/2020
 Last Data Uploaded: 3/12/2020 7:40:48 AM

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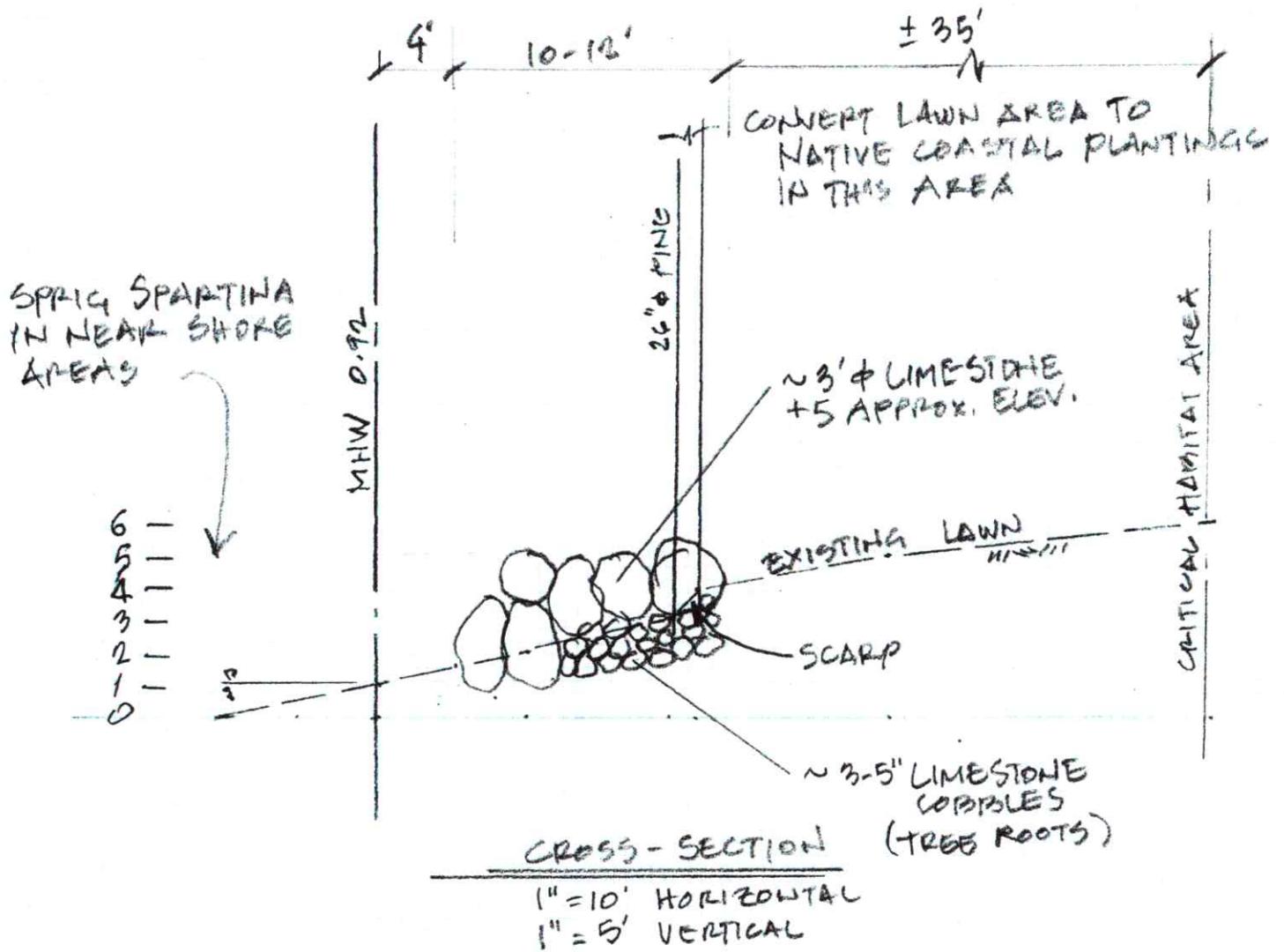
Tree Table		Tree Table	
Point #	Description	Point #	Description
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Notes:

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NOTES:
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 COBBLES TO BE USED AROUND TREE ROOTS.
 BOULDERS TO BE FULL DEPTH EVERYWHERE ELSE

Rhumblin Consultants PLLC

Tel 850.545.9436
 ken@rlconsultants.net

1700 N. Monroe St Ste 11-285
 Tallahassee, FL 32303

William K. Jones PE
 FL Registration No. 39523



Request:

The property owners, Dr. Rainey and Mr. Moore request the approval of the Franklin County Planning and Zoning Board of Adjustment and Appeals to construct a low-elevation limerock stone revetment above the mean high water line and within the Critical Habitat Zone on their properties. In addition, the owners will include the planting of appropriate beach appropriate vegetation replacing the existing St. Augustine lawn within the remainder of the 50-foot habitat conservation zone to restore this area with native vegetation. These planting will improve the habitat quality of this areas as well as add additional erosion protection. The owners will plant *Spartina* (Sp) sprigs within the inter-tidal zone (see graphics to follow).

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The result is the documented increased erosion of Stingray Point causing a loss of trees and submerged aquatic vegetation in the inter-tidal zone which has created a scarp above the mean high water mark at the tree line.

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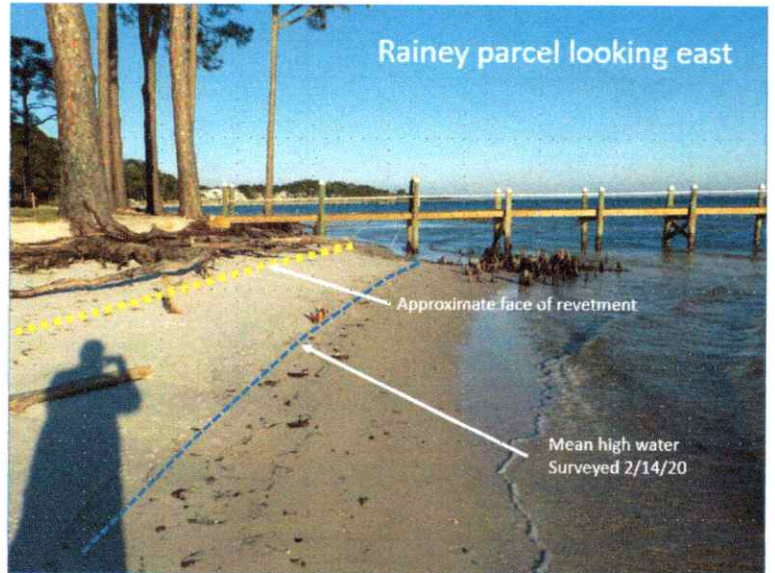


Figure 3 Proposed face of revetment and mean high water line

REVIEW OF BOARD OF

J.

 JUSTMENT APPLICATIONS

Consideration of a request to construct a Rock Revetment 46 feet into the Critical Habitat Zone and 10 feet into both side property lines. Property described as 4374 St. Teresa Avenue, St. Teresa, Franklin County, Florida. Request submitted by Rhumblin Consultants, agent for Russell Rainey, applicant.

In the application there is a photograph showing evidence of existing erosion on the site that is the justification for granting this variance.

I find that special condition and circumstances exist which are peculiar to the land, involved and which are not applicable to other lands in the same zoning district, and

the special conditions and circumstances are not the result of an action by the applicant, and

that granting the variance requested will not confer on the applicant any special privilege that is denied by the Franklin County Zoning Ordinance to other lands in the same zoning district, and

that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant, and

that the variance granted is the minimum variance that will make possible the reasonable use of the land, and

that the grant of the variance will be in harmony with the general intent and purpose of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

I recommend approving this variance request.

Mark C. Curenton

Mark C. Curenton
County Planner
June 5, 2020



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

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: Chip Johnson
Contact Information: Home #: (850) 386-3720 Cell #: _____
Mailing Address: 1358 Thomaswood Drive City/State/Zip: Tallahassee FL 32308
EMAIL Address: cjohnson @ curleton-johnson.com
Contractor Name: unknown at this time Business Name: _____
Contact Information: Office #: _____ Cell #: _____
State License #: _____ County Registration #: _____
Mailing Address: _____ City/State/Zip: _____
EMAIL Address: _____ @ _____

PROPERTY DESCRIPTION: 911 Address: 37 Caroujel Terrace
Lot/s: 2 Block: _____ Subdivision: Holiday Beach Unit: 1
Parcel Identification #: 01-078-02W-1031-0000-0020

JURISDICTION: Franklin County City of Apalachicola 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: single-family dock less than 1,000 sq ft. w/ one boat lift

ZONING DISTRICT: 7 **CONTRACT COST:** _____

TOTAL SQUARE FOOT: 352.5 **FOUNDATION TYPE:** N/A

ROOF MATERIAL: N/A

APPROVED BY: Planning & Zoning Date: _____ County Commissioners Date: _____
 City of Carrabelle Date: _____ City of Apalachicola Date: _____

WATER BODY: unnamed canal
CRITICAL SHORELINE DISTRICT: YES OR NO **CRITICAL HABITAT ZONE:** YES OR NO

BUILDING OFFICIAL _____ **Date** _____ **OWNER (Required)** _____ **Date** _____ **CONTRACTOR (Required)** _____ **Date** _____

Prepared by and return to:
Bruce I. Wiener
Nelson Mullins Broad and Cassel
215 S. Monroe Street, Suite 400
Tallahassee, Florida 32301
(850) 681-6810
File Number: 151366.09003

Inst: 201919004093 Date: 09/09/2019 Time: 11:45AM
Page 1 of 3 B: 1249 P: 289, Marcia Johnson,
Clerk of Court Franklin County. By: SM
Deputy ClerkDoc Stamp-Deed: 574.00

Parcel Id Number: 01-07S-02W-1031-0000-0020

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This **Warranty Deed** is made this 6th day of September, 2019, between **DAVID K. MAY**, a married man, whose mailing address is 1304 Conservancy Drive, Tallahassee, Florida 32312 and **BRIAN A. MAY**, a married man, whose mailing address is 1573 SW Gopher Trail, Palm City, Florida 34990 (collectively "Grantor") and **WAYNE R. JOHNSON** and **SUSAN A. JOHNSON**, husband and wife, whose mailing address is 2792 Millstone Plantation Road, Tallahassee, Florida 32312 (collectively "Grantee").

Witnesseth that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Franklin County, Florida**, to-wit:

Lot 2, HOLIDAY BEACH UNIT 1, according to the Plat thereof as recorded in Plat Book 3, Page 12, of the Public Records of FRANKLIN County, Florida;

Subject to all covenants and restrictions of record, if any, and taxes and assessments for the year 2019 and subsequent years;

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

The property conveyed herein was never, during the period of Grantor's ownership, homestead property, and neither Grantor, nor any person for whose support Grantor was responsible, resided on or adjacent to said property.

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

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Bruce I. Wiener, Witness
Print or type your name here

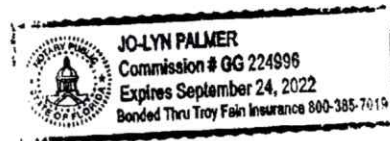
[Signature]
David K. May

[Signature]
Jo-Lyn Palmer, Witness
Print or type your name here

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of September, 2019, by David K. May, who [] is personally known to me or [] has produced Florida Driver License as identification.

[Signature]
NOTARY PUBLIC
Print Name: Jo-Lyn Palmer
My Commission Expires:



Signed, sealed and delivered in our presence:

[Signature]
_____, Witness
Print or type your name here

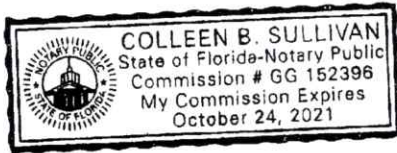
[Signature]

Brian A. May

[Signature]
_____, Witness
Print or type your name here

STATE OF Florida
COUNTY OF Marlboro

The foregoing instrument was acknowledged before me this 5th day of September, 2019, by Brian A. May, who [] is personally known to me or [] has produced [Signature] as identification.



[Signature]

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____



K

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

March 18, 2020

Chip Johnson
1358 Thomaswood Drive
Tallahassee, Florida 32308
cjohnson@cureton-johnson.com

File No.: 0385558-001-EE/19, Franklin County

Dear Mr. Johnson:

On March 6, 2020, we received your request for verification of exemption to perform the following activities:

To construct a single-family dock and boatlift totaling less than 1,000 square feet within a man-made canal adjacent to the Alligator Harbor Aquatic Preserve, Class II Outstanding Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at Unit 1, Lot 2 Holiday Beach Parcel No. 01-07S-02W1031-0000-0020, in Section 01, Township 07 South, Range 02 West in Franklin County; 29°53'59.26" North Latitude, 84°23'15.13" 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 qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

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 activity as proposed is 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 Approved

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-R1, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 19 of the SPGP V-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V-R1 with all terms and conditions and the General Conditions may be found 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.

NOTICE OF RIGHTS

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.

Petition for Administrative Hearing

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.

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.

Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History–New 10-1-13, Amended 6-1-18.

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.

Special Conditions for Federal Authorization for SPGP V-R1

Note: JAXBO (Jacksonville District’s Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at <http://cdm16021.contentdm.oclc.org/utills/getfile/collection/p16021coll3/id/577>.

The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at <https://www.saj.usace.army.mil/SPGP/>

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

Special Conditions for All Projects

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.
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.).
5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
6. 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 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.
7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.
 8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
 9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.
 10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
 - a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
 - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such

activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

- 11. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
- 12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., 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 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 or alteration.
- 13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021 but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.
- 14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

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

- 1. For temporary structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and Endangered Species Act listed coral colonies, if present, when transiting to the mooring areas (Reference: JAXBO PDC A2.1.4.).
- 2. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
 - a. (A2.2.) For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must

be downloaded and sign installation guidance are available at:

(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:

- (1) (A2.2.1.) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
- (2) (A2.2.2.) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
- (3) (A2.2.3.) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

3. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. (A2.3.) For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

- (1) (A2.3.1.) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
- (2) (A2.3.2.) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

4. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form ([Attachment 27](#)) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. (The FDEP or Designee will attach this document to their authorizations for a dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of 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) (Reference: JAXBO PDC A2.4.).

5. Aids to Navigation. Aids to navigation must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).

6. 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.).

7. 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.).
8. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:
- a. 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:
 - (1) 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) In addition to (1), above, IF the project is within 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), THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below (Reference: JAXBO PDC A2.17).
 - b. For all other Projects,
 - (1) Within 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), the presence of submerged aquatic vegetation will be determined utilizing the "Submerged Aquatic Vegetation Survey Guidelines" ([Attachment 7](#)). If no survey performed, aquatic vegetation, including Johnson's seagrass, will be presumed to be present for purposes of this Special Condition.
 - (2) 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.
 - (3) 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](#)).
 - (4) In addition to (1) to (3) above, IF the proposed dock or proposed structure is within 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), and IF the proposed dock or proposed structure falls within the following

scenarios, THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below. (Reference: The following replicates “Scenario B” as defined within A2.17., PDCs for Docks or Other Minor Structures of JAXBO.):

- (i) Dock replacement in the exact footprint (i.e., same location/configuration/size) as the previous dock and:
 - (a) within Johnson’s seagrass critical habitat with No current seagrass survey (completed no earlier than 1 year before submitting the application); or, Johnson’s seagrass under the dock; or, Native seagrass, other than Johnson’s seagrass, under the dock; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with No current seagrass survey or, Johnson’s seagrass under the dock,
- (ii) New docks or dock expansions and:
 - (a) within Johnson’s seagrass critical habitat; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with: No current seagrass survey (completed no earlier than 1 year before submitting the application) or, Johnson’s seagrass within property limit.
- c. The following additional restrictions apply when required by paragraphs 8.a.(2) or 8.b.(4), above (Reference: The following replicates the “Dock PDCs for Scenario B” within A2.17. PDCs for Docks or Other Minor Structures of JAXBO.):
 - (1) To avoid and minimize impacts to Johnson’s seagrass and native, non-listed seagrasses to the maximum extent practicable:
 - (i) The dock must be positioned to avoid and minimize effects to Johnson’s seagrass.
 - (ii) Over any area that contains Johnson’s seagrass or native, non- listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
 - (iii) If practicable, terminal platforms shall be placed in deep water, waterward of Johnson’s seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson’s seagrass or native, non-listed seagrasses.
 - (iv) Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson’s seagrass to minimize direct impacts.
 - (v) Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
 - (vi) No covered boat lifts are allowed over any Johnson’s seagrass.
 - (2) Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:
 - (i) For grated decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft². Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the

- seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.
- (c) Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.
- (ii) For plank decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft². Marginal docks are limited to a width of 5 ft.
 - (c) Material description: Deck boards may be constructed of any material. Deck Boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.
 - d. Aids to Navigation in Acropora critical habitat. The distance from Aids to Navigation (ATONs) to ESA-listed corals and Acropora critical habitat shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).

General Conditions for Federal Authorization for SPGP V-R1

1. The time limit for completing the work authorized ends 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. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
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. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
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.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall 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.
- b. All vessels associated with the construction project shall 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.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. 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.
- e. 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
- f. 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.

CAUTION: MANATEE HABITAT


All project vessels

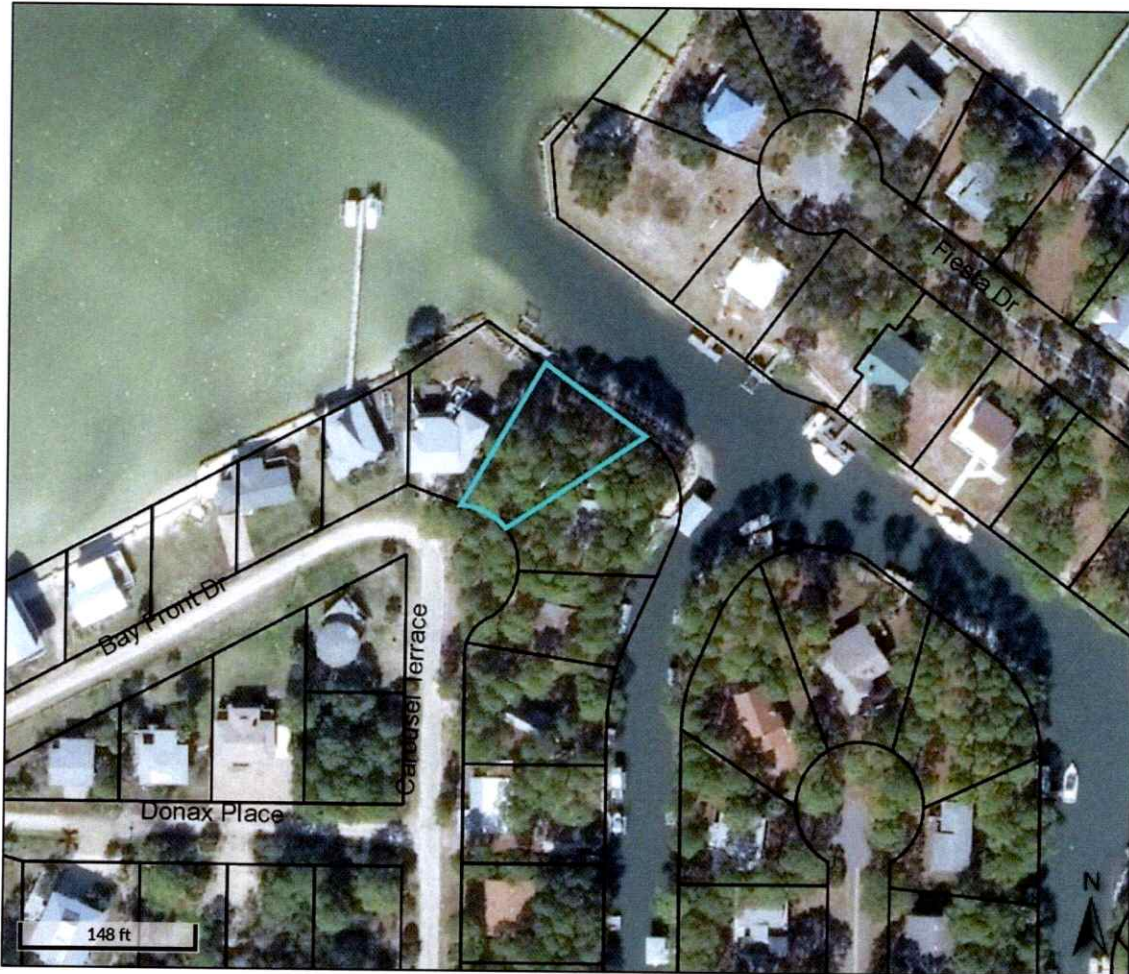
IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:
Wildlife Alert:
1-888-404-FWCC(3922)
cell *FWC or #FWC





Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	01-07S-02W-1031-0000-0020	Alternate ID	02W07S01103100000020	Owner Address	MAY DAVID K & BRIAN A
Sec/Twp/Rng	1-7S-2W	Class	VACANT		C/O DAVID MAY
Property Address		Acreage	0.205		1304 CONSERVANCY DRIVE
					TALLAHASSEE, FL 32312

District 7
 Brief Tax Description UNIT 1 LOT 2 HOLIDAY BEACH
 (Note: Not to be used on legal documents)

Date created: 8/17/2019
 Last Data Uploaded: 8/16/2019 10:00:34 PM

Developed by  Schneider
 GEOSPATIAL

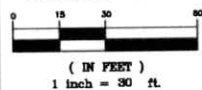
K.

APPROXIMATE NORTH SIDE OF CANAL

NO SAVs



GRAPHIC SCALE



RIP-RAP (ROCKS)
ALONG EDGE OF CANAL

CANAL

RIP-RAP (ROCKS)
ALONG EDGE OF CANAL

APPROXIMATE LOCATION OF WATER'S EDGE

100'

100'

LOT 1

LOT 2
(VACANT)
±0.21 OF AN ACRE(S)

PROPERTY BOUNDARY

LOT 3

R/W

CAROUSEL TERRACE

50' R/W ~ PAVED



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

JOHNSON DOCK

FRANKLIN COUNTY, FL

TITLE

PLAN VIEW
EXISTING CONDITIONS

PAGE:

1

DATE

3-3-2020

BY:

BCW

CHK:

EP

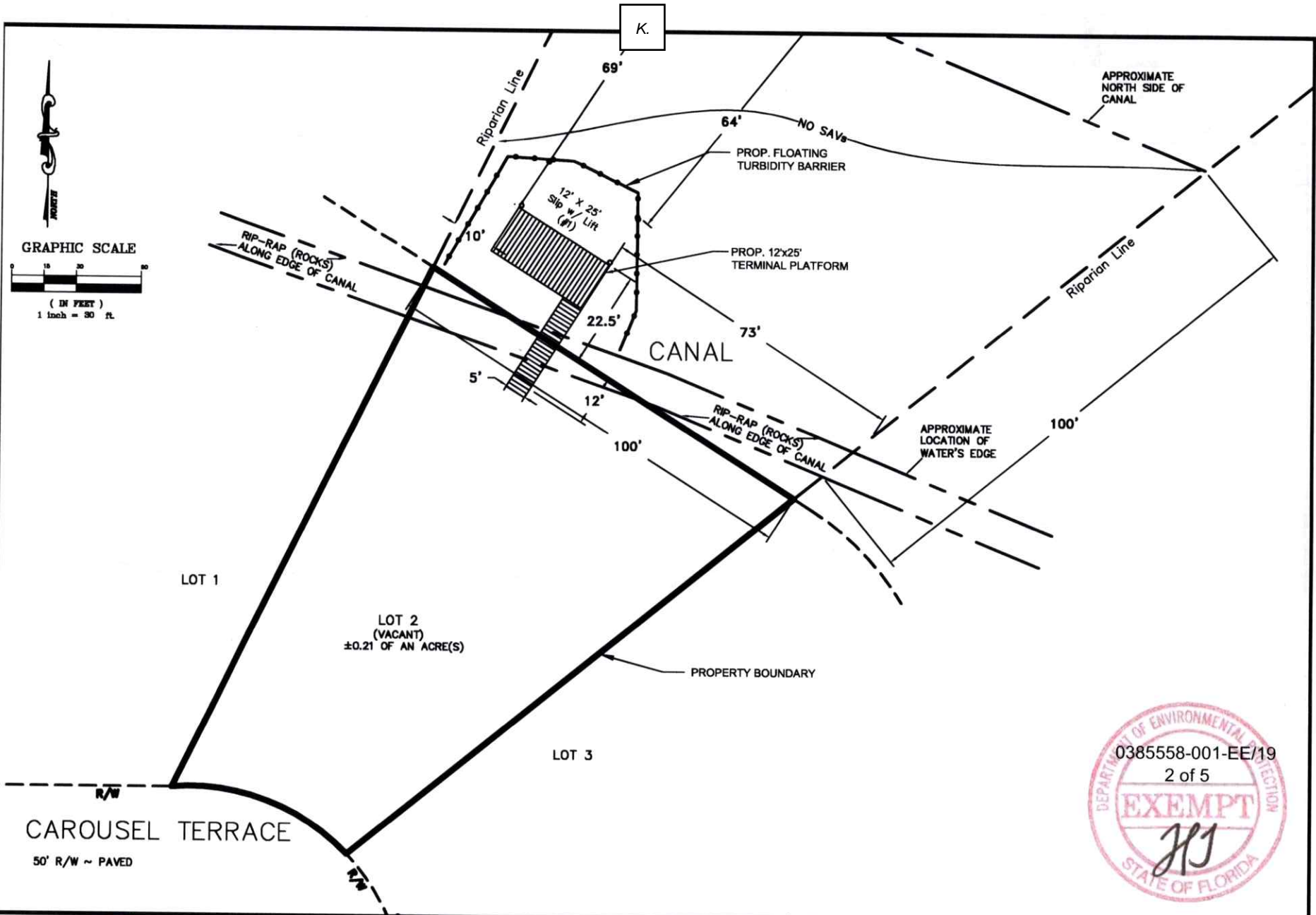
PROJ:

19-1671

OF:

4

406




 Florida Environmental
 & Land Services Inc.
 221-4 DELTA COURT
 TALLAHASSEE, FLORIDA 32303
 850-385-6255 (VOICE) 850-385-6355 (FAX)

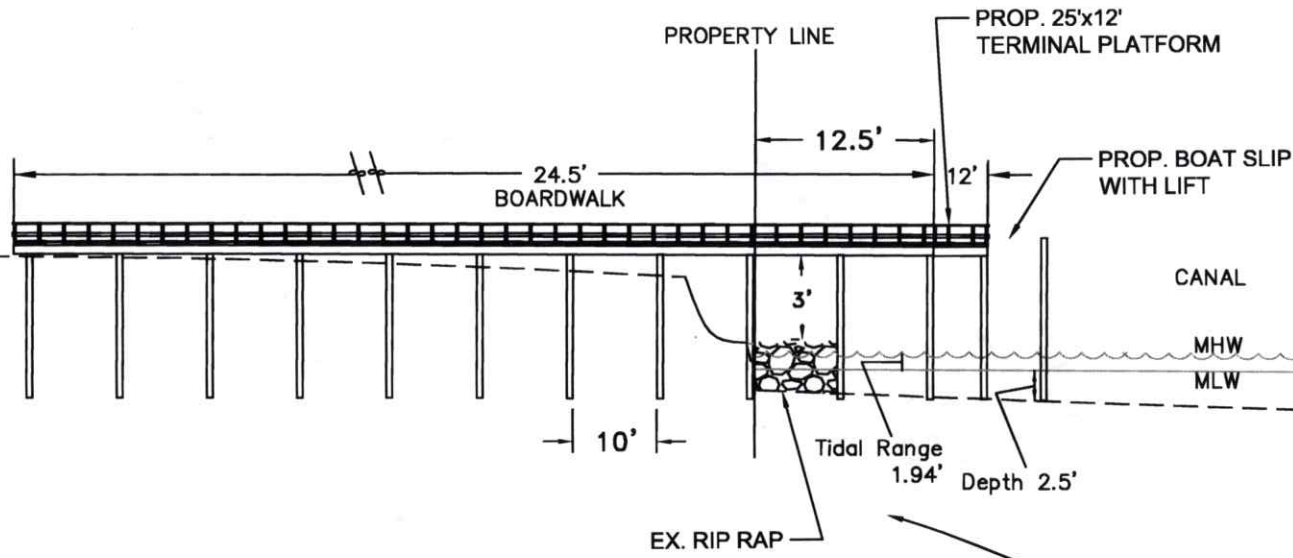
PROJECT
JOHNSON DOCK
FRANKLIN COUNTY, FL

TITLE
PLAN VIEW
PROPOSED CONDITIONS

DATE 3-3-2020	BY: BCW	CHK: EP	PROJ: 19-1671
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PAGE:
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OF: 4

K.



NOTES:

- 1) 1/2 INCH SPACING BETWEEN DECK BOARDS
- 2) PILINGS SPACED 10 FT APART



 <p>Florida Environmental & Land Services Inc. 221-4 DELTA COURT TALLAHASSEE, FLORIDA 32303 850-385-6255 (VOICE) 850-385-6355 (FAX)</p>	<p>PROJECT JOHNSON DOCK</p> <p>FRANKLIN COUNTY, FL</p>		<p>TITLE SECTION VIEW PROPOSED CONDITIONS</p>				<p>PAGE: 3</p>
	<p>DATE 3-3-2020</p>	<p>BY: BCW</p>	<p>CHK: EP</p>	<p>PROJ: 19-1671</p>	<p>OF: 4</p>	<p>408</p>	

K.

PROP. TERMINAL PLATFORM

5'

3'

2.5'

MHWL=0.91' (NAVD88)

MLWL=-1.03' (NAVD 88)



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303

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PROJECT

JOHNSON DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW
PROPOSED CONDITIONS

PAGE:

4

DATE
3-3-2020

BY: BCW

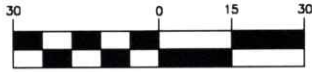
CHK: EP

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GRAPHIC SCALE



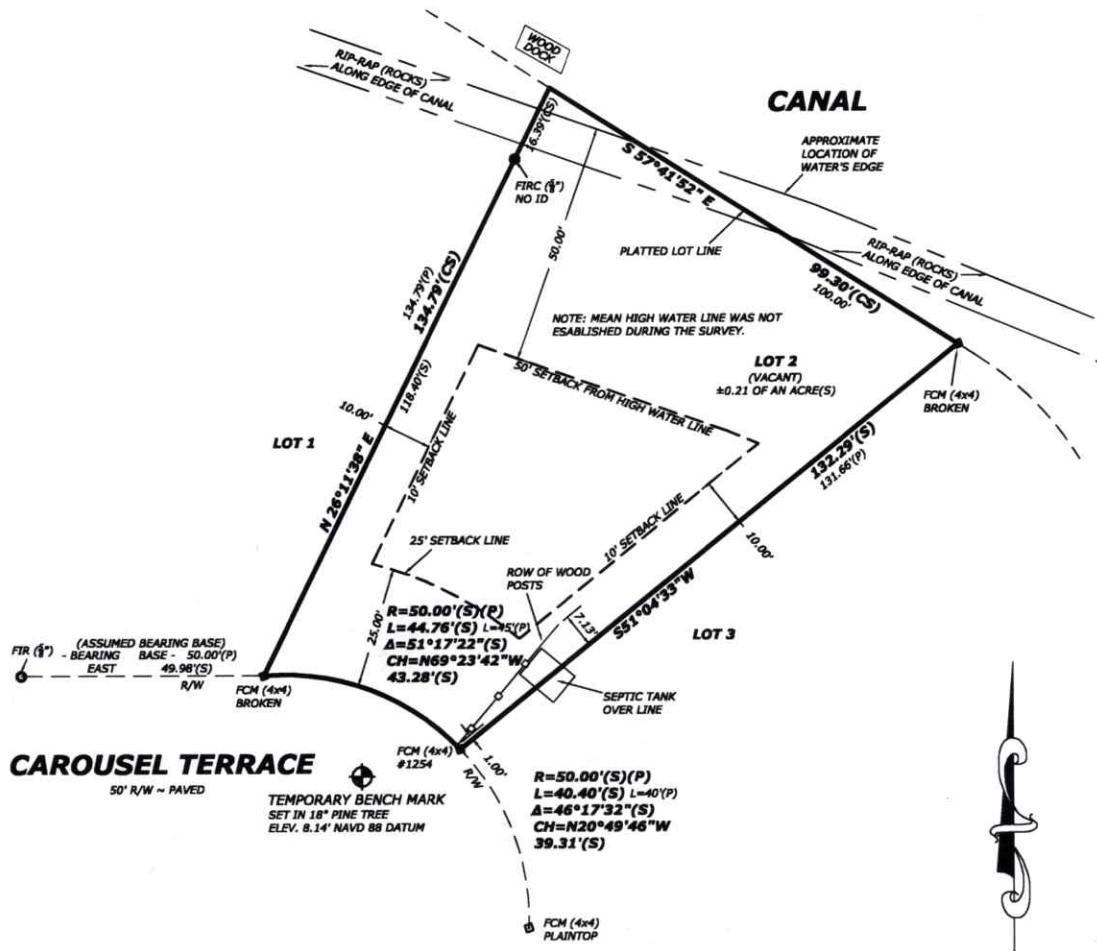
(IN FEET)
1 inch = 30 ft.

K.

ODOM SURVEYING & MAPPING, LLC

LB NO. 7391

181 FOX RUN CIRCLE
CRAWFORDVILLE, FLORIDA 32327
TELEPHONE # (850) 519-0020



NOTE:
ELEVATIONS ARE BASED ON GPS (GLONASS) OBSERVATIONS.
BENCHMARK 872 8261 J WAS TIED WITH VERTICAL
ACCURACY OF 0.02'

FLOOD INFORMATION:
Base Flood Elevation: 17.0 ft
Flood Zone: VE
Effective FIRB Panel: 12037C0295F
FIRB Date: February 05, 2014

LEGEND

FCM	FOUND CONCRETE MONUMENT (4"x4")	C.M.P.	CORRUGATED METAL PIPE	NO	NATIONAL GEODETIC SURVEY	PT	POINT OF TANGENCY
SCM	SET CONCRETE MONUMENT	CONC	CONCRETE	NOVD	NATIONAL GEODETIC VERTICAL DATUM NUMBER	R	RADIUS
FR	FOUND IRON ROD FIR (5/8")	(D)	DEED INFORMATION	NO	NORTHWEST OFFICIAL RECORDS PLATTED DATA	(S)	SURVEY INFORMATION
IR	SET IRON ROD IR	(S)	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	NO	PLATTED DATA	S	SOUTH
R/W	RIGHT-OF-WAY CENTER LINE	E	EAST	PC	POINT OF CURVE	TBM	TEMPORARY BENCH MARK
PO	POWER POLE	EL	ELEVATION	PCC	POINT OF COMPOUND CURVE	T.C.	TERRA COTTA
OW	OVERHEAD WIRE	F.L.	FLOOR ELEVATION	PCP	POINT OF CONTROL POINT	USCGS	U.S. COAST AND GEODETIC SURVEY
AC	ACRE	F.H.	FIRE HYDRANT	PI	POINT OF INTERSECTION	USGS	U.S. GEOLOGICAL SURVEY
AVL	AVENUE	FT.	FEET	POB	POINT OF BEGINNING	W	WEST
BLVD	BOULEVARD	G.V.	GAS VALVE	POC	POINT OF COMMENCEMENT	FIP	FOUND IRON PIPE
		LI	LICENSED BUSINESS	POC	POINT OF CURVE	FPP	FOUND PINCH PIPE
		L	LENGTH	POT	POINT OF TANGENCY	FN&C	FOUND NAIL & CAP
		N	NORTH	PRC	POINT OF REVERSE CURVE	SN&C	SET NAIL & CAP
		NE	NORTHEAST	PRM	PERMANENT REFERENCE MONUMENT		

BOUNDARY SURVEY OF
LOT 2, HOLIDAY BEACH, UNIT NO. 1, A SUBDIVISION
AS PER MAP OR PLAT THEREOF, RECORDED IN
PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS
OF FRANKLIN COUNTY, FLORIDA

CER # 0385558-001-EE/19
ISSUED TO: 5 of 5
WAYNE & SUSAN JOHNSON
NELSON ULLINS BRIDGEMAN & CASSELL LLP
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTES:

- 1) BEARINGS ARE BASED ON AN ASSUMED BEARING ON THE SOUTH BOUNDARY OF LOT 1 OF HOLIDAY BEACH, UNIT 1, RECORDED IN PLAT BOOK 3, PAGE 12 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA. BEARING BASE IS EAST (ASSUMED)
- 2) THERE ARE NO IMPROVEMENTS LOCATED EXCEPT AS SHOWN
- 3) THIS SURVEY IS DEPENDENT ON EXISTING MONUMENTATION AS SHOWN
- 4) NO UNDERGROUND FOOTERS OR ROOF OVERHANGS ARE LOCATED BY THIS SURVEY.
- 5) THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP

DRAWN BY : MMD
CHECKED BY : SKO
DATE : 04/05/18
REVISED: 08/02/19
SCALE 1" = 30'
FIELD BOOK -- PAGE --
SURVEY DATE: 03/28/17, 07/28/18
BASE OF SURVEY: PLAT BOOK 3, PAGE 12

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

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 RECORD UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT BOUNDARIES.

STEVEN K. ODOM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
LICENSE NO. 6412

1
OF 1
JOB NO.
18-
180

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request to construct a Single-Family Private Dock at 37 Carousel Terrace, Alligator Point, Franklin County, Florida. The applicant has all State and Federal Permits. The dock walkway will be 24.5' x 5' with a 25' x 12' terminal platform and a 25' x 12' boat slip with boat lift. Request submitted by Florida Environmental Land Service, agent for Chip Johnson, applicant. (House has been approved by variance on 3/17/2020)

This dock would extend into a private canal off Alligator Harbor. The original plans showed the dock extending out into the canal about 35', leaving approximately 69' of clearance to the other side of the canal. This would exceed the County's policy to not allow docks to extend more than 25% of the width of a body of water. Revised plans were submitted showing the dock extending out a little less than 25', leaving 76' of clearance to the other side of the canal.

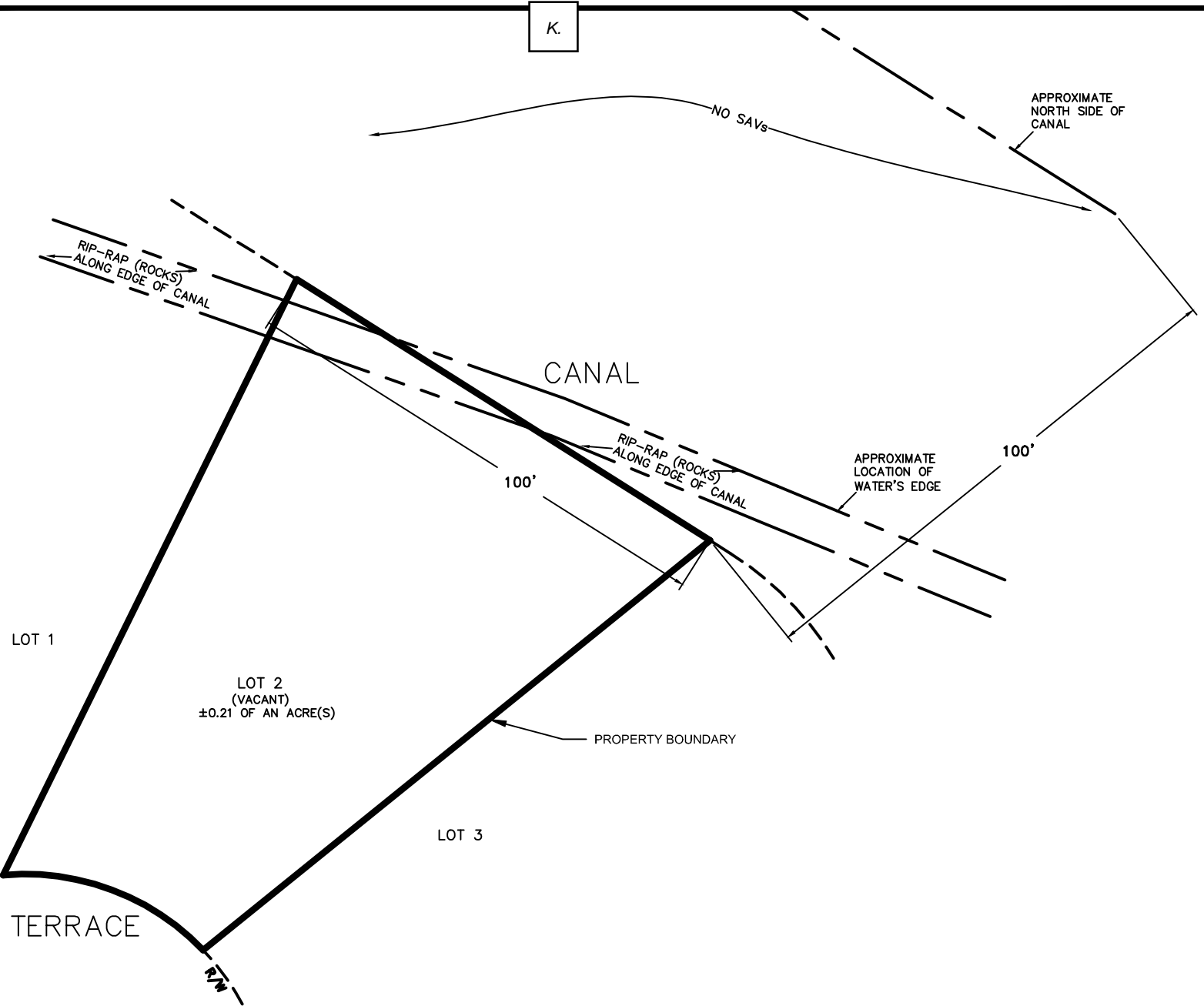
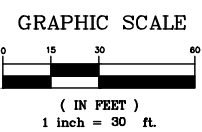
The dock has its Federal and State permits.

I recommend approving this Critical Shoreline Application.



Mark C. Curenton
County Planner
June 10, 2020

K.



CAROUSEL TERRACE
50' R/W ~ PAVED



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT
JOHNSON DOCK

FRANKLIN COUNTY, FL

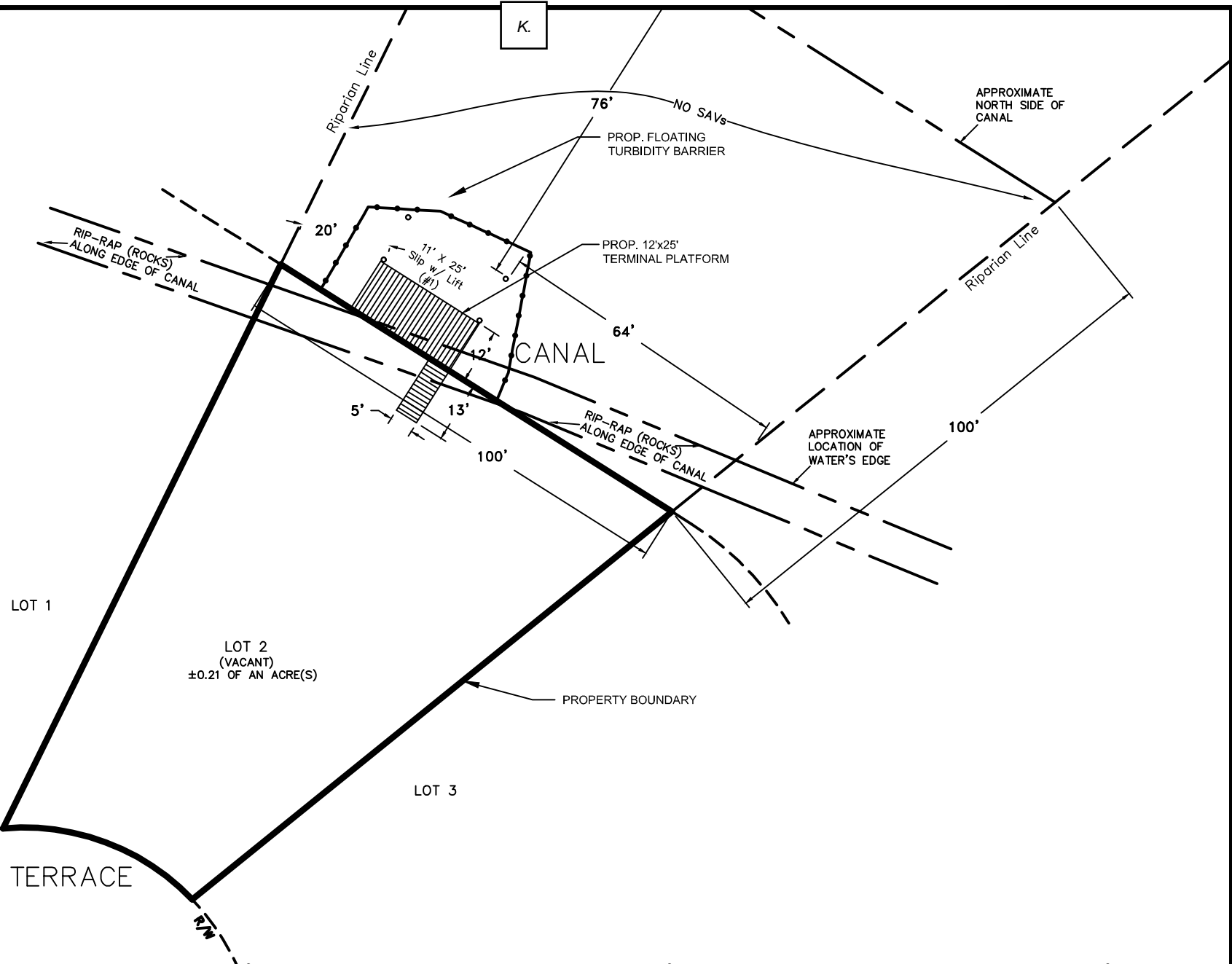
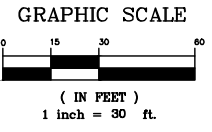
TITLE
**PLAN VIEW
EXISTING CONDITIONS**

DATE 3-3-2020	BY BCW	CHK EP	PROJ 19-1671
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PAGE:
1
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K.



Florida Environmental & Land Services Inc.

221-4 DELTA COURT
TALLAHASSEE, FLORIDA 32303
850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT
JOHNSON DOCK
FRANKLIN COUNTY, FL

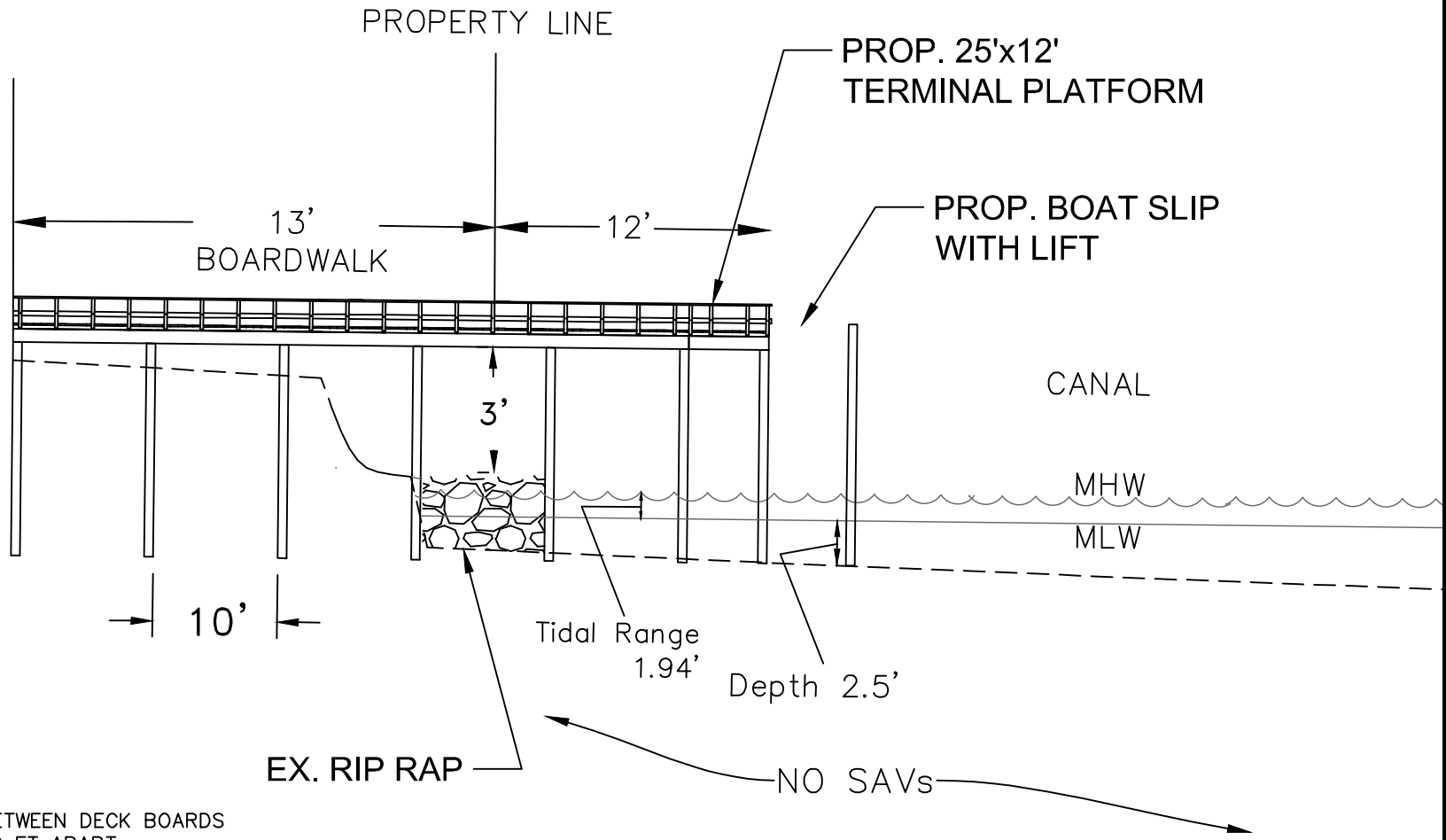
TITLE
**PLAN VIEW
PROPOSED CONDITIONS**

DATE	6-9-2020	BY	BCW	CHK	EP	PROJ	19-1671
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PAGE:
2
OF: 4

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K.



NOTES:

- 1) 1/2 INCH SPACING BETWEEN DECK BOARDS
- 2) PILINGS SPACED 10 FT APART

N.T.S



Florida Environmental
& Land Services Inc.

221-4 DELTA COURT
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850-385-6255 (VOICE) 850-385-6355 (FAX)

PROJECT

JOHNSON DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW
PROPOSED CONDITIONS

DATE 6-9-2020

BY: BCW

CHK: EP

PROJ: 19-1671

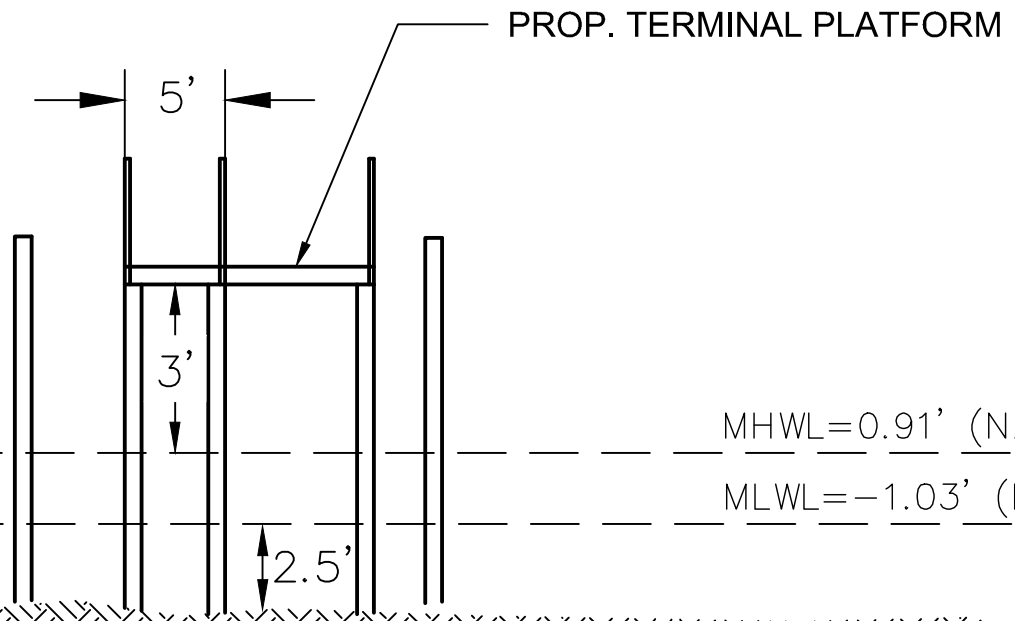
PAGE:

3

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414

K.



MHWL=0.91' (NAVD88)
MLWL=-1.03' (NAVD 88)

N.T.S



L.

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: James R. & Caryn B. Sweat
Contact Information: Home #: _____ Cell #: 850-212-5315
Mailing Address: 223 Rose Hill Dr. City/State/Zip: Tallahassee, FL 32312
EMAIL Address: jsweat@gmail.com

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

PROPERTY DESCRIPTION: 911 Address: 1617 Alligator Dr, Alligator Point
Lot/s: 34 Block: _____ Subdivision: Alligator Point Unit: _____
Parcel Identification #: _____

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

DESCRIPTION OF DEVELOPMENT: Construction of a Single Family Dock
ZONING DISTRICT: _____ **CONTRACT COST:** _____

HEATED SQ FT: _____ UN-HEATED SQ FT: _____ TOTAL SQUARE FOOT: _____
ROOF MATERIAL: _____ FOUNDATION TYPE: _____ LOT DEMENSION: _____
NO. OF STORIES: _____ 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: _____ 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: _____
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 _____



GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS • CONSERVATION AND OTHER EASEMENTS • EXPERT WITNESS AND ENVIRONMENTAL LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE MARINA, DOCK, AND SUBDIVISION DESIGN

March 23, 2020

Ms Amy Kelly
Franklin County Planning & Zoning
33 Commerce Street
Apalachicola, FL 32320

Re: Dock Approval / Jim Sweat
GEA File No. 19-115

Dear Ms. Kelly:

Please find attached a Site Plan Application for the construction of a Single Family Residential Dock for the referenced project. As noted, this project has been approved previously on December 10, 2019. However, our client wishes to increase the size of the proposed covered boat slip to 14' x 30' (roof edges). The other boat slip will remain the same (12'x20'). Please place this project on your May 12, 2020 agenda. If you have any questions, please let us know. To aid you in your review, please find the following items attached:

- 1) Application for Development;
- 2) Location map indicating the location of the project site;
- 3) Dock drawings indicating the proposed project;
- 4) Property Appraiser map of the project site and a copy of the Warranty Deed;

If you have any questions, please let us know.

Sincerely,

Mary Ann Wasmund, Permit Specialist
Garlick Environmental Associates, Inc.

Attachments

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



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

May 08, 2020

James Sweat
223 Rosehill Dr. N.
Tallahassee, Florida 32312
jrsweat@gmail.com

File No.: 0382670-003-EG/19, Franklin County

Dear Mr. and Mrs. Sweat:

On May 04, 2020, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a single-family dock with two covered boatlifts in which all structures total less than 2000 sq. ft. within the Alligator Harbor Aquatic Preserve, Class II Outstanding Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 1617 Alligator Dr., Alligator Point, Florida 32346, Parcel No. 03-07S-02W-1010-0000-0340, in Section 03, Township 07 South, Range 02 West of Franklin County; at approximately 29°54'11" North Latitude, 84°24'45" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorization: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project qualifies for all three authorizations. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

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 – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached) and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue

this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), Title 62, F.A.C., and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C. The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above and has determined that the activity qualifies for a Letter of Consent under Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, F.S. and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review – Chapter 253 and 258, F.S., Chapters 18-20 and 18-21, F.A.C., and Section 62-330.075, F.A.C., as required.

3. Federal Review –SPGP Approved

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-R1, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 19 of the SPGP V-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V-R1 with all terms and conditions and the General Conditions may be found 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 general permit. 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.

NOTICE OF RIGHTS

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.

Petition for Administrative Hearing

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 62-330.427, F.A.C., 2 pages
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. Special Consent Conditions for Use of Sovereignty Submerged Lands, 1 page
4. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
5. Special Conditions for Federal Authorization for SPGP V-R1, 7 pages
6. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
7. Standard Manatee Conditions for In-Water Work, 2 pages
8. Project Drawings, 4 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:

Wade Dandridge, FDEP, wade.dandridge@floridadep.gov
 Dan Garlick, Agent, Garlick Environmental Associates, Inc., dan@garlickenv.com
 Mary Ann Wasmund, Agent, Garlick Environmental Associates, Inc., maryann@garlickenv.com
 Jonathan Brucker, Aquatic Preserve Manager, Jonathan.Brucker@dep.state.fl.us
 Aquatic Preserves, Ann.Lazar@dep.state.fl.us, Kim.wren@dep.state.fl.us,
Jennifer.harper@dep.state.fl.us
 Franklin County, amyh@fairpoint.net, michael@franklincountyflorida.com

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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

May 8, 2020
Date

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type.

These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state “No Boat Mooring Allowed.”

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

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(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee’s right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty 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.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. 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 of Trustees 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.

4. All costs incurred by the Board of Trustees 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 of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall 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.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
- (i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82,

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Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.

Special Conditions for Federal Authorization for SPGP V-R1

Note: JAXBO (Jacksonville District’s Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at <http://cdm16021.contentdm.oclc.org/utis/getfile/collection/p16021coll3/id/577>.

The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at <https://www.saj.usace.army.mil/SPGP/>

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

Special Conditions for All Projects

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.
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.).
5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
6. 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 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.

7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.
8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.
10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
 - a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

- b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
- 11. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
- 12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., 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 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 or alteration.
- 13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021, but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.
- 14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

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

- 1. For temporary structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and Endangered Species Act listed coral colonies, if present, when transiting to the mooring areas (Reference: JAXBO PDC A2.1.4.).

2. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
 - a. (A2.2.) For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:
 - (1) (A2.2.1.) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - (2) (A2.2.2.) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - (3) (A2.2.3.) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
3. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):
 - a. (A2.3.) For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
 - (1) (A2.3.1.) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - (2) (A2.3.2.) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
4. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form ([Attachment 27](#)) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. (The FDEP or Designee will attach this document to their authorizations for a dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of 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) (Reference: JAXBO PDC A2.4.).

5. Aids to Navigation. Aids to navigation must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
6. 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.).
7. 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.).
8. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:
 - a. 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:
 - (1) 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) In addition to (1), above, IF the project is within 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), THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below (Reference: JAXBO PDC A2.17).
 - b. For all other Projects,
 - (1) Within 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), the presence of submerged aquatic vegetation will be determined utilizing the “Submerged Aquatic Vegetation Survey Guidelines” ([Attachment 7](#)). If no survey performed, aquatic vegetation, including Johnson’s seagrass, will be presumed to be present for purposes of this Special Condition.
 - (2) 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.
- (3) 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](#)).
 - (4) In addition to (1) to (3) above, IF the proposed dock or proposed structure is within 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), and IF the proposed dock or proposed structure falls within the following scenarios, THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below. (Reference: The following replicates “Scenario B” as defined within A2.17., PDCs for Docks or Other Minor Structures of JAXBO.):
 - (i) Dock replacement in the exact footprint (i.e., same location/configuration/size) as the previous dock and:
 - (a) within Johnson’s seagrass critical habitat with No current seagrass survey (completed no earlier than 1 year before submitting the application); or, Johnson’s seagrass under the dock; or, Native seagrass, other than Johnson’s seagrass, under the dock; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with No current seagrass survey or, Johnson’s seagrass under the dock,
 - (ii) New docks or dock expansions and:
 - (a) within Johnson’s seagrass critical habitat; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with: No current seagrass survey (completed no earlier than 1 year before submitting the application) or, Johnson’s seagrass within property limit.
- c. The following additional restrictions apply when required by paragraphs 8.a.(2) or 8.b.(4), above (Reference: The following replicates the “Dock PDCs for Scenario B” within A2.17. PDCs for Docks or Other Minor Structures of JAXBO.):
- (1) To avoid and minimize impacts to Johnson’s seagrass and native, non-listed seagrasses to the maximum extent practicable:
 - (i) The dock must be positioned to avoid and minimize effects to Johnson’s seagrass.
 - (ii) Over any area that contains Johnson’s seagrass or native, non- listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
 - (iii) If practicable, terminal platforms shall be placed in deep water, waterward of Johnson’s seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson’s seagrass or native, non-listed seagrasses.

- (iv) Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson's seagrass to minimize direct impacts.
 - (v) Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
 - (vi) No covered boat lifts are allowed over any Johnson's seagrass.
- (2) Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:
- (i) For grated decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft². Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.
 - (c) Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.
 - (ii) For plank decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft². Marginal docks are limited to a width of 5 ft.
 - (c) Material description: Deck boards may be constructed of any material. Deck Boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.
- d. Aids to Navigation in Acropora critical habitat. The distance from Aids to Navigation (ATONs) to ESA-listed corals and Acropora critical habitat shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).

General Conditions for Federal Authorization for SPGP V-R1

1. The time limit for completing the work authorized ends 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. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
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. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
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.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall 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.
- b. All vessels associated with the construction project shall 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.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. 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.
- e. 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
- f. 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.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



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 R. Sweat

WATERBODY/CLASS: Alligator Harbor

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Alligator Point / Franklin County

LATITUDE: 29° 54' 12.21"

LONGITUDE: 84° 24' 45.35"

SECTION: 3 TOWNSHIP: 7 South RANG: 2 West

JOB: 20-036

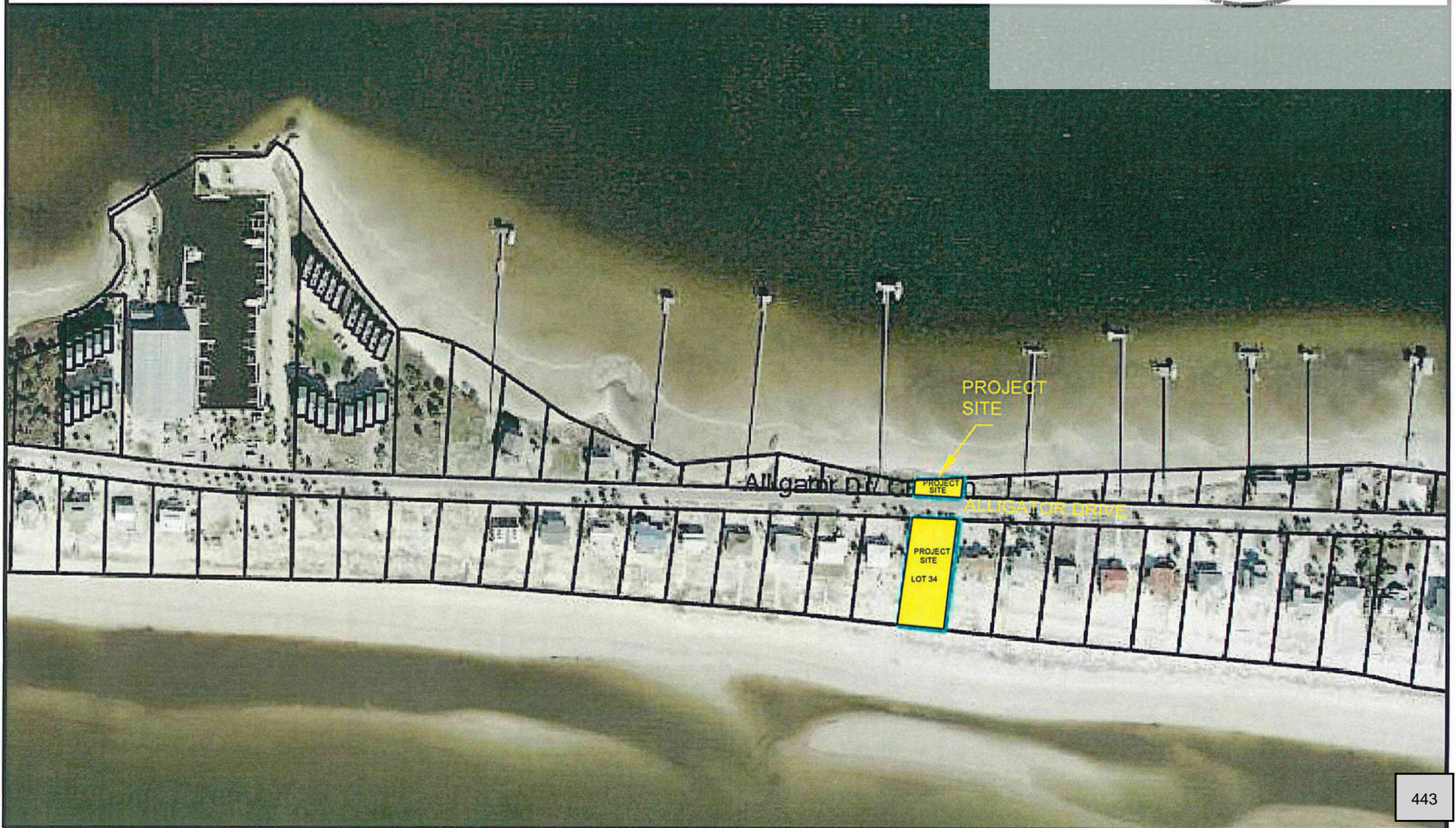
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COE:

OTHER:

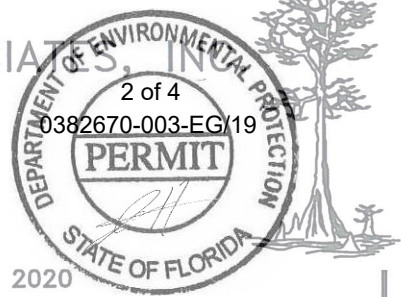
DATE: May 5, 2020

SHEET: 1/4



L.

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: James R. Sweat
 WATERBODY/CLASS: Alligator Harbor
 PURPOSE: Environmental Permitting
 PROJECT LOCATION / USGS: Alligator Point / FranklinCounty
 LATITUDE: 29° 54' 12.21"
 LONGITUDE: 84° 24' 45.35"
 SECTION: 3 TWSHP: 7 South RNG: 2 West

JOB: 20-036
 DEP:
 COE:
 OTHER:
 DATE: May 5, 2020
 SHEET: 2/4

2 of 4
0382670-003-EG/19



**PILINGS WILL BE
 PLACED A MINIMUM
 OF 10' APART**
**PILLINGS SIZE
 WILL BE 6 INCHES**
**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.**

MEAN LOW WATER
MEAN HIGH WATER

LOT 34

ALLIGATOR DRIVE

Scale 1" = 100'

LOT 29

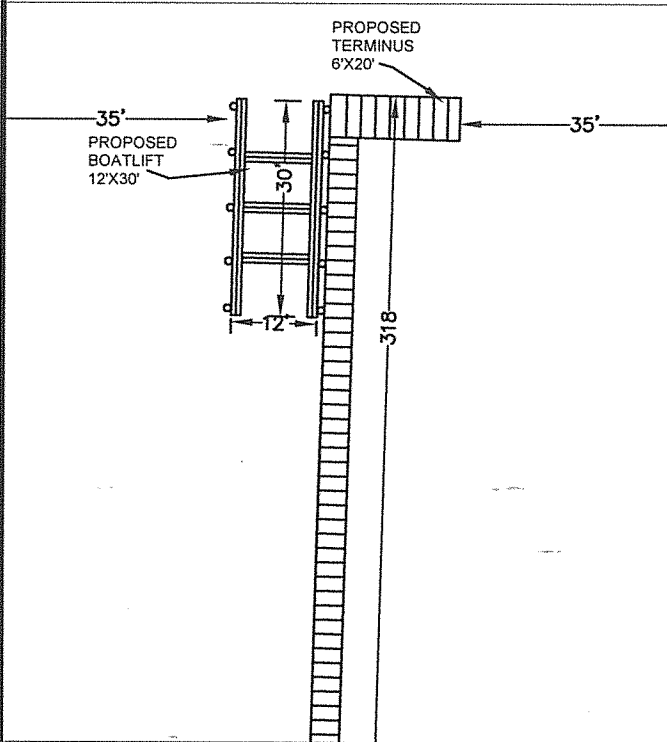
PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

L



APPLICANT/CLIENT: James R. Sweat
 WATERBODY/CLASS: Alligator Harbor
 PURPOSE: Environmental Permitting
 PROJECT LOCATION / USGS: Alligator Point / Franklin County
 LATITUDE: 29° 54' 12.21"
 LONGITUDE: 84° 24' 45.35"
 SECTION: 3 TWSHP: 7 South RNG: 2 West

JOB: 20-036
 DEP:
 COE:
 OTHER:
 DATE: May 5, 2020
 SHEET: 3/4



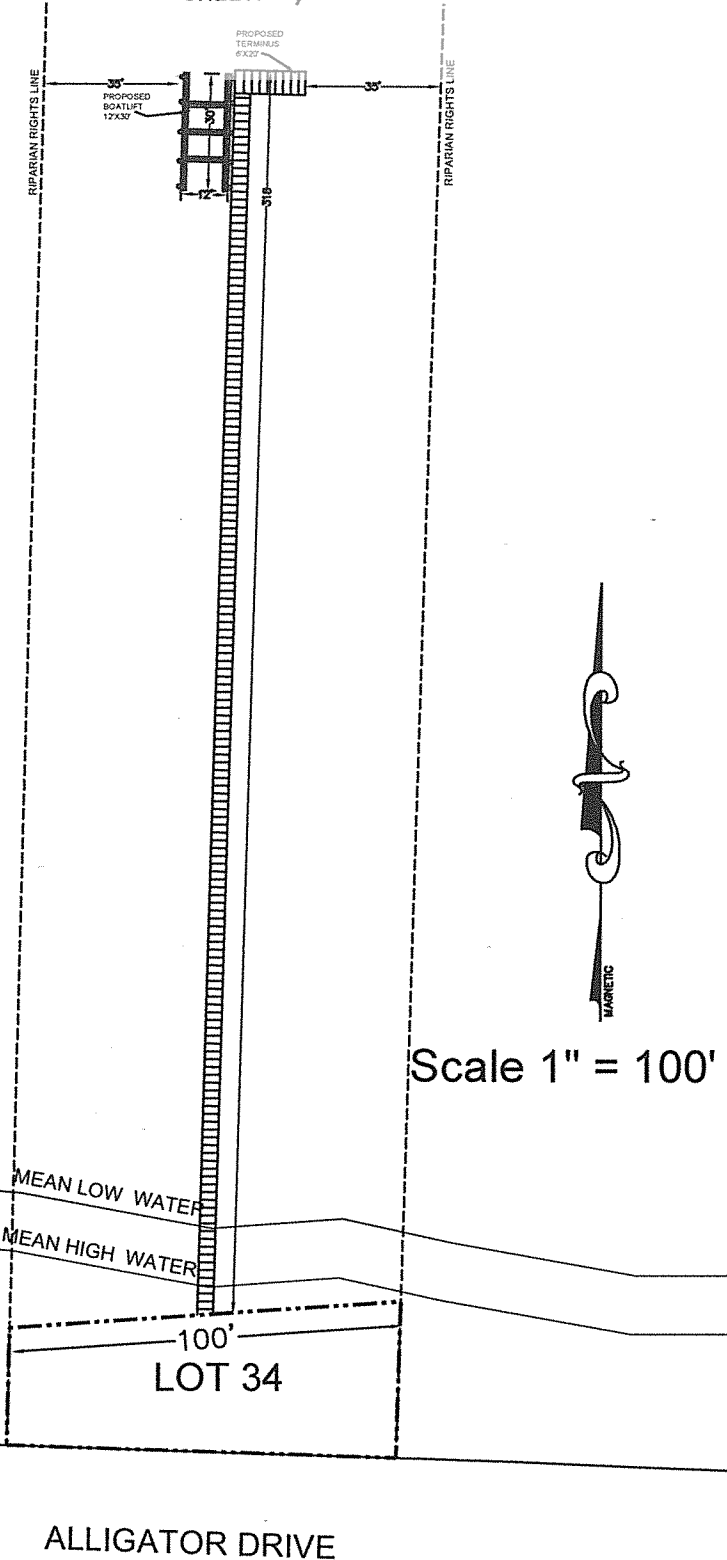
DETAIL OF PROPOSED DOCK
 SCALE 1" = 30'

PILINGS WILL BE
 PLACED A MINIMUM
 OF 10' APART

PILLINGS SIZE
 WILL BE 6 INCHES

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.



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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

(850) 653-8855

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: James R. Sweat

WATERBODY/CLASS: Alligator Harbor

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Alligator Point / Franklin County

LATITUDE: 29° 54' 12.21"

LONGITUDE: 84° 24' 45.35"

SECTION: 3 TWSHP: 7 South

RNG: 2 West

JOB: 20-036

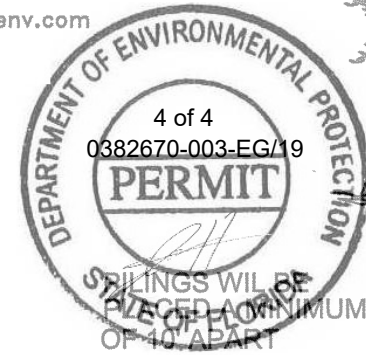
DEP:

COE:

OTHER:

DATE: May 5, 2020

SHEET: 4/4

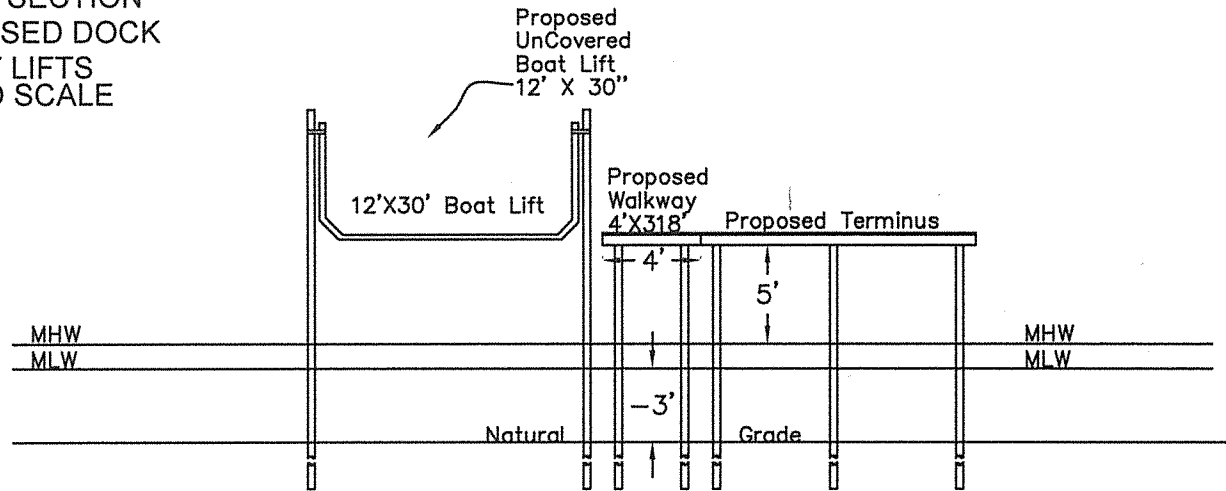


PILLINGS SIZE WILL BE 6 INCHES

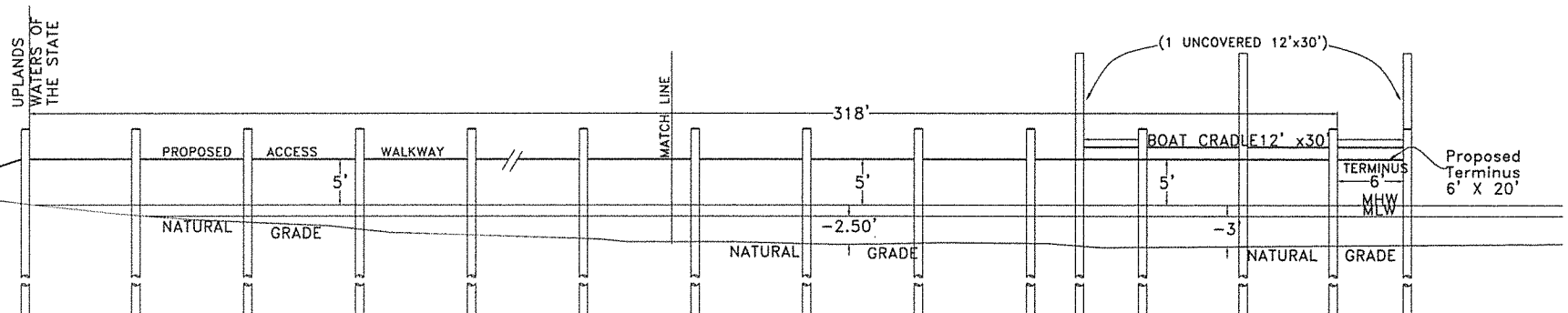
ANY DONUTS/HALOS FORMED DURING LOW PRESSURE JETTING OF PILES WILL BE REMOVED BY HAND

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

CROSS SECTION PROPOSED DOCK & BOAT LIFTS NOT TO SCALE



CROSS SECTION PROPOSED DOCK & BOAT LIFTS NOT TO SCALE



REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request to construct a Single-Family Private Dock located at 1617 Alligator Drive, Alligator Point, Franklin County, Florida. The applicant has all state and federal permits. The dock walkway will be 359' x 4' with a 10' x 16' terminal platform, one 12' x 20' un-covered boatlift and one 14' x 30' covered boatlift. Request submitted by Garlick Environmental Agency, agent for James Sweat, applicant. (House is under construction)

This dock was previously approved on by the BOCC on December 17, 2019, but the applicant has asked to increase the size of one of the boat lifts from 12' x 20' to 14' x 30'. Otherwise the dock remains the same as was previously approved. With the enlarged boat lift the dock will still meet its riparian line setbacks and all other requirements.

I recommend approving this Critical Shoreline Application.

Mark C. Curenton

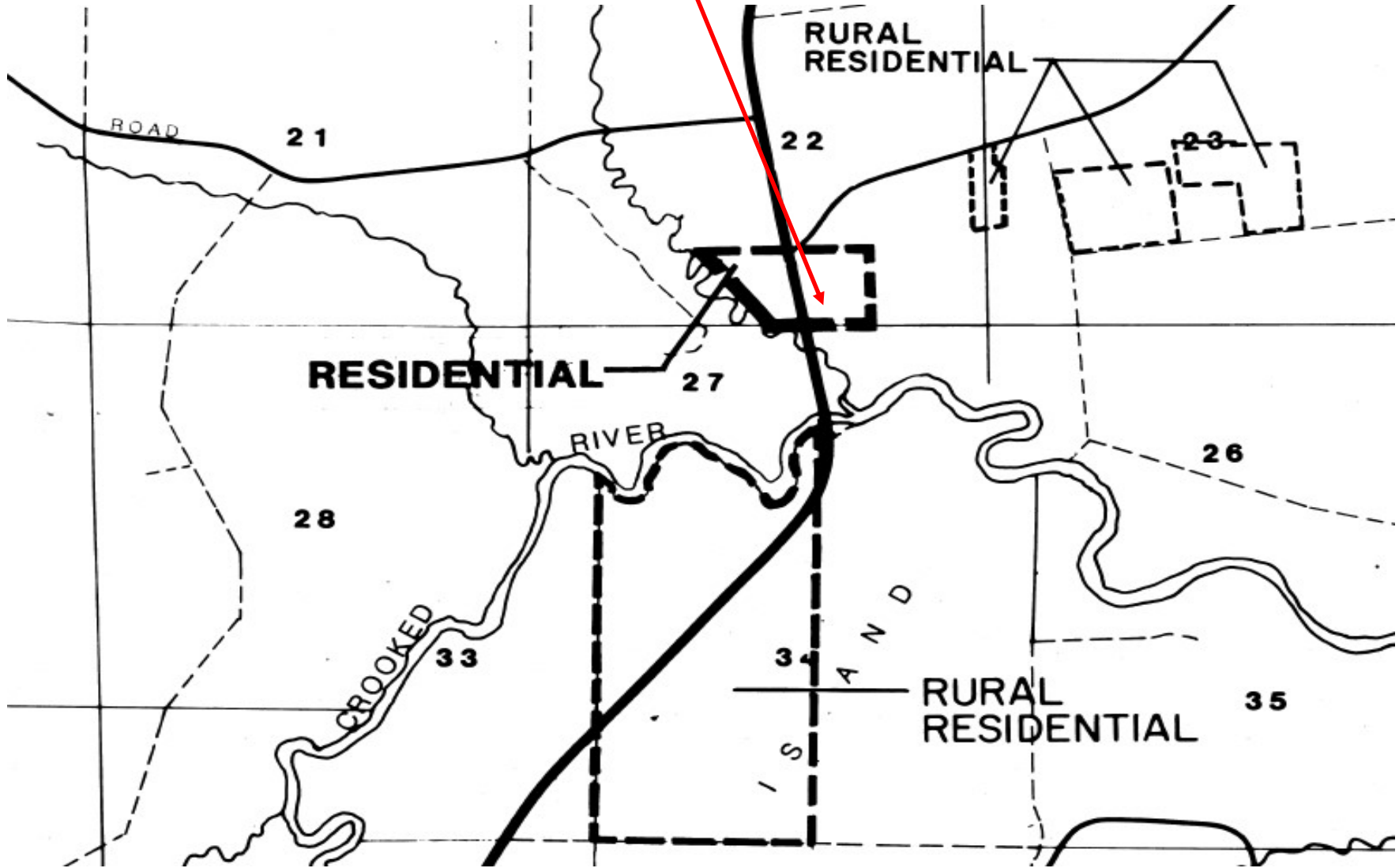
Mark C. Curenton
County Planner
June 8, 2020

M.

JAMEY AND BEVERLY SAPP LAND USE REQUEST

2514 HIGHWAY 67, CARRABELLE, FL 32322

6.08 ACRES FROM RESIDENTIAL TO COMMERCIAL



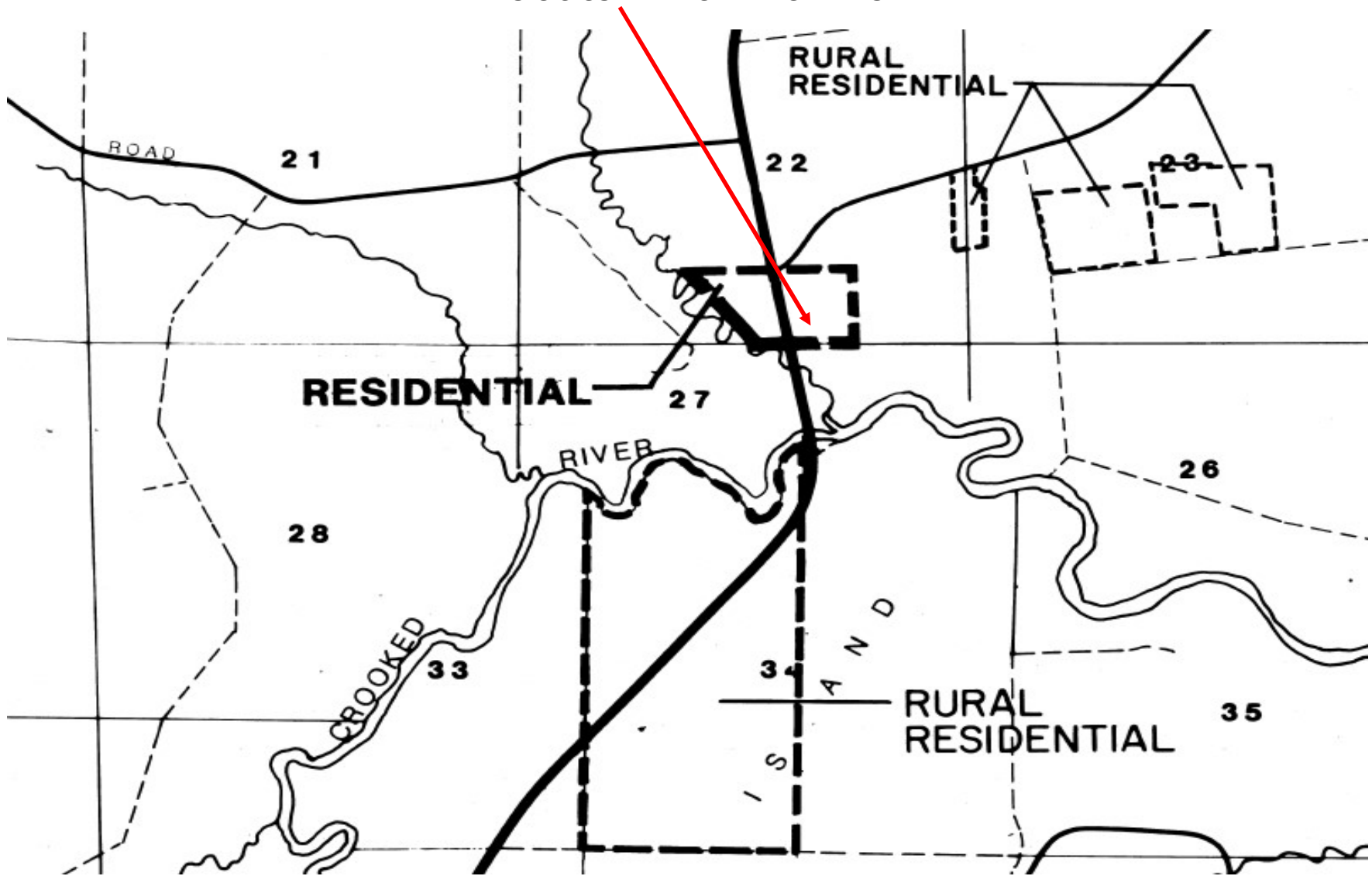
M.

JAMEY AND BEVERLY SAPP RE-ZONING REQUEST

2514 HIGHWAY 67, CARRABELLE, FL 32322

6.08 ACRES FROM R-2 SINGLE FAMILY MOBILE HOME

TO C-3 COMMERCIAL RECREATION



M.



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

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

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

RECEIVED
MAY 26 2020

PROPERTY OWNER'S NAME: JAMEY & BEVERLY SAPP
MAILING ADDRESS: P.O. BOX 626 City/State/Zip: BRISTOL, FL 32321
PHONE #: _____ CELL #: _____ EMAIL: _____

AGENT'S NAME: JUSTIN FORD
MAILING ADDRESS: 20684 CENTRAL AVE E City/State/Zip: BLOUNTSTOWN, FL 32424
PHONE #: (850) 674-3300 CELL #: _____ EMAIL: JFORD@DEWBERRY.COM

PROPERTY DESCRIPTION: 911 Address: 2514 Highway 67
Lot/s: N/A Block: N/A Subdivision: N/A Unit: N/A
Parcel Identification #: 22-06S-04W-0000-0020-0010

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

ACREAGE: 6.08

CURRENT ZONING: R-2 CURRENT LAND USE: RESIDENTIAL

REQUESTED ZONING: C-3 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 \$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

After Recording Return to:
Kim Johnson
Dodd Title Company, Inc.
34 4th Street
Apalachicola, FL 32320

Inst: 202019000413 Date: 01/30/2020 Time: 11:14 AM
Page 1 of 3 B: 1258 P: 74, Marcia Johnson,
Clerk of Court Franklin County, Fl: BMI
Deputy Clerk Doc Stamp Deed: 154.00

This Instrument Prepared by:
Kim Johnson
Dodd Title Company, Inc.
34 4th Street
Apalachicola, FL 32320
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
22-06S-04W-0000-0020-0010 and 27-06S-04W-0000-0010-0010
File No.: 23172

WARRANTY DEED

This Warranty Deed, Made the 29th day of January, 2020, by **BRITNEY HERNDON, a single person**, whose post office address is: **PO BOX 12534, TALLAHASSEE, FL 32317**, hereinafter called the "Grantor", to **JAMEY SAPP and BEVERLY SAPP, as husband and wife**, whose post office address is: **PO BOX 626, BRISTOL, FL 32321**, hereinafter called the "Grantee".

WITNESSETH: That said Grantor, for and in consideration of the sum of **Twenty Two Thousand Dollars and No Cents (\$22,000.00)** 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, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

The property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon. **TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever. **And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2020, reservations, restrictions and easements of record, if any. *(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

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

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: [Signature] [Signature]
Printed Name: KIM JOHNSON BRITNEY HERNDON

Witness Signature: [Signature]
Printed Name: KIM JOHNSON

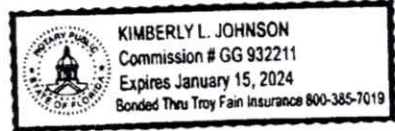
M.

State of Florida
County of Franklin

The foregoing instrument was acknowledged before me this 29th day of January, 2020 by BRITTNEY HERNDON, who is/are personally known to me or has/have produced driver license(s) as identification.

[Signature]
Notary Public Signature
Printed Name: _____

My Commission Expires: _____
(SEAL)



**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL 1

COMMENCE AT A CONCRETE MONUMENT (MARKED #4261) MARKING THE INTERSECTION OF THE SOUTH BOUNDARY OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 4 WEST, FRANKLIN COUNTY, FLORIDA WITH THE EASTERLY RIGHT OF WAY BOUNDARY OF STATE ROAD NO. S-67 AND RUN NORTH 10 DEGREES 24 MINUTES 28 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY 94.91 FEET TO A RE-ROD (MARKED #4261) MARKING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 10 DEGREES 24 MINUTES 28 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY 400.12 FEET TO A RE-ROD (MARKED #4261), THENCE LEAVING SAID RIGHT OF WAY BOUNDARY NORTH 86 DEGREES 24 MINUTES 24 SECONDS EAST 670.95 FEET TO A RE-ROD (MARKED "4261"), THENCE RUN SOUTH 00 DEGREES 40 MINUTES 21 SECOND WEST 443.80 FEET TO A CONCRETE MONUMENT (MARKED #2216), THENCE RUN NORTH 89 DEGREES 12 MINUTES 32 SECONDS WEST 592.19 FEET TO THE POINT OF BEGINNING. CONTAINING 6.08 ACRES, MORE OR LESS.

PARCEL 2

COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY LINE OF SECTION 27, T6S, R4W AND THE EASTERLY R/W LINE OF COUNTY ROAD NO. 67 AS THE POINT OF BEGINNING AND RUN EAST, ALONG SAID SECTION LINE (BEARING BASE), 591.99 FEET; THENCE RUN S 10° 52' 50" E, 1116.31 FEET; THENCE RUN S 20° 38' 10" W, 176.85 FEET TO THE WATERS EDGE OF CROOKED RIVER; THENCE RUN WESTERLY ALONG THE WATERS EDGE OF SAID RIVER AND THE WATERS EDGE OF PINE LOG CREEK THRU A CHORD BEARING AND DISTANCE OF N 61° 45' 23" W, 159.77 FEET; THENCE RUN ALONG THE WATERS EDGE OF PINE LOG CREEK THRU THE FOLLOWING CHORD BEARINGS AND DISTANCES; N 79° 16' 56" W, 119.61 FEET; N 73° 33' 05" W, 46.84 FEET; N 71° 54' 01" E, 47.43 FEET; N 89° 21' 44" E 110.77 FEET; N 21° 34' 40" E, 98.06 FEET; N 20° 21' 19" W, 85.98 FEET; N 38° 15' 22" W, 146.14 FEET; N 31° 29' 38" W, 246.16 FEET; N 39° 22' 08" W, 164.81 FEET; N 57° 18' 49" W, 138.42 FEET; N 69° 03' 28" W, 82.83 FEET TO THE EASTERLY R/W LINE OF SAID COUNTY ROAD NO. 67; THENCE RUN N 11° 22' 02" W, ALONG SAID R/W LINE, 414.58 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.92 ACRES AND IS LOCATED IN SECTION 27, T6S, R4W, FRANKLIN COUNTY, FLORIDA. SUBJECT TO SOVEREIGN AND JURISDICTIONAL LANDS OF THE STATE OF FLORIDA.

**FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE**

- **Eastpoint Urban Service Area-** Is the property located in the Eastpoint Urban Service Area?
 - The property is not located in the Eastpoint Urban Service Area.

- **Coastal High Hazard Area-** Is the property located in the coastal High Hazard Area?
 - The property is not located in the coastal High Hazard Area.

- **Critical Shoreline Zone-** Is the property located in the Critical Shoreline Zone?
 - (Is the property within a distance of 150 feet landward of the mean high-water line in tidal areas, the ordinary high-water line in nontidal areas, or the inland wetland areas existing along the streams, lakes, rivers, bays, and sounds within the Apalachicola Bay Area.)
 - Yes, the property is within 150 feet of inland wetland areas.

- **Soil Conditions-** Copies of the 1994 Soil Survey of Franklin County are available from the Franklin County Planning Office.
 - Rutlege fine sand, 0 to 2 percent slopes: 1.1 ac
 - Meadowbrook sand: 6.2 ac
 - See attached map

- **Topography-** What is the topography of the property?
 - See attached map

- **Drainage-** Are there any natural drainage features located on the property?
 - There is a small pond on the southeast corner of the property.

- **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://fws.gov/wetlands/data/mapper.html>
 - Possible wetland classifications are: PFO6F, PSS6/EM1F
 - These classifications are labeled as Freshwater Forested/Shrub Wetlands
 - See attached map

- **Floodplains-** What flood zone is this property located in? the flood maps for Franklin County can be found at <http://portal.nfwmdfloodmaps.com/>.
 - This property is in flood zone AE 9. (See attached map)

- **Potential Wildfire Areas-** Is the property susceptible to wildfires?
 - This property is not susceptible to 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.
 - There are no historic or cultural sites located on this property
 - See attachment

- **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:

<https://myfwc.maps.arcgis.com/apps/webappviewer/index.html?id=253604118279431984e8bc3ebflcc8e9>
 - The endangered species located in the area are:
 - Birds: Piping Plover, Red Knot, Wood Stork
 - Reptiles: Eastern Indigo Snake, Gopher Tortoise
 - Flowering Plants: Florida Skullcap, Godfrey's Butterwort, Harper's Beauty, White Birds-is-a-nest
 - Critical Habitats: There are no critical habitats at this location

- **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/>
 - See attachment
 - The development should not affect traffic on CR-67 (AADT 1500)

- **Affordable Housing-** Will this change increase the supply of affordable housing in Franklin County?
 - This change will not increase the supply of affordable housing in Franklin County.

- **Economic Development-** How will this change promote economic development in Franklin County?
 - The RV industry has experienced tremendous growth over the past 10 years in the state of Florida, causing a surge of RV parks to be constructed. This growth has allowed the state to see a rise in tourism, which has had a positive impact on economic development. The proposed development will provide a recreation area for people who are looking to take advantage of Franklin County's natural resources, such as hunting, fishing and exploring nature. As people are drawn to the area, local business such as restaurants will realize an increase in local sales. As people are drawn to the County through places to recreate, they will invest time and money into local business thus stimulating the economy and promoting economic development.

- **Water and Sewer-** Will the development be served by central water and sewer or will it be on individual water wells and septic tanks?
 - This development will be served by a water well and septic tank.

M.

ATTACHMENTS

M.

NRCS Soil Conditions

M.

Soil Map—Franklin County, Florida
(Sapp 6.08)



Soil Map may not be valid at this scale.

Map Scale: 1:6,000 if printed on A landscape (11" x 8.5") sheet.
 0 50 100 200 300 Meters
 0 250 500 1000 1500 Feet
 Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot

- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Franklin County, Florida
Survey Area Data: Version 16, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 30, 2017

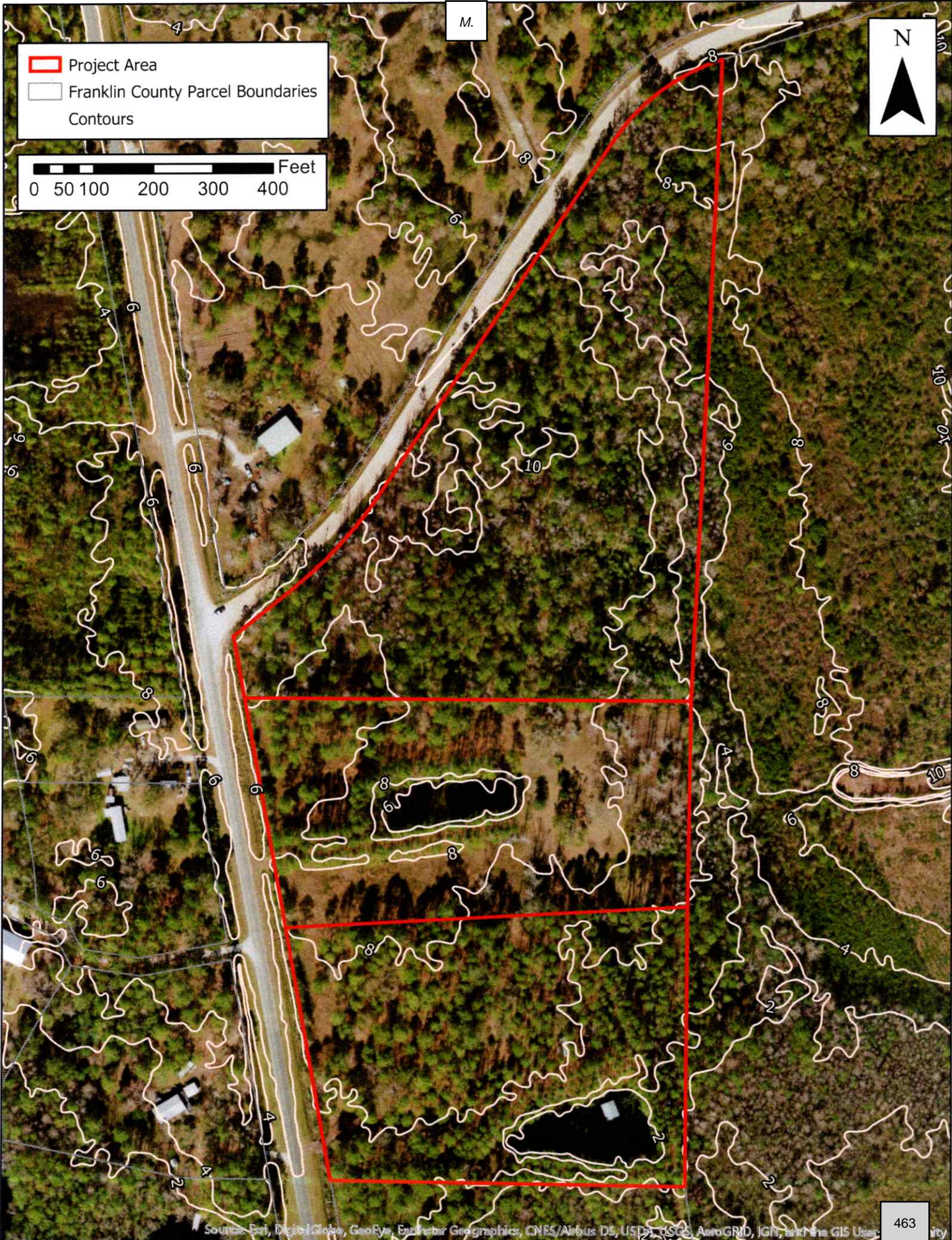
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
23	Maurepas muck, frequently flooded	0.0	0.0%
31	Rutlege fine sand, 0 to 2 percent slopes	1.1	15.4%
38	Meadowbrook sand	6.2	84.5%
Totals for Area of Interest		7.3	100.0%

M.

**Topographic Data
(LIDAR)**



M.

Wetlands

Floodplains

NWFWMD Report

Preliminary SFHA Flood Map (Prelim Issue Date: 6/13/2019)



Effective SFHA Flood Map (Effective Issue Date: 2/5/2014)



Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. **Zone AE:** An area inundated by 100-year flooding, for which BFEs have been determined. **Zone AO/AH:** An area inundated by 100-year flooding, for which no BFEs have been determined. **Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/X500):** An area inundated by 500-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. **Zone X:** An area of minimal flood hazard.

Disclaimer: Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.

Flood Information

Flood Zone Information

Preliminary Flood Zone

Location of Interest: AE

Parcel: AE:100%;

Base Flood Information*: 9.0 ft

Effective Flood Zone

Location of Interest: AE

Parcel: AE:100%;

Base Flood Information*: 9.0 ft

*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood) Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures.

The relationship between the BFE and a structure's elevation determines the flood insurance premium.

Datum of measurement is NAVD1988.

M.

Historic or Cultural Sites

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00900	RG	CAMP GORDON JOHNSTON		Archaeological District	Eligible	

M.



Legend

- Buffer_of_Default_Annotation_Target_9
- FloridaSites
- HistoricalBridges
- FloridaStructures
- HistoricalCemeteries
- ResourceGroups

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



1:5,798



470

Manuscript Roster

MS#	Title	Publication Information	Year
20037	Carabelle River Basin Pine Log Recovery Archaeological Assessment	Florida Department of Environmental Protection Application Nos. 19-0229713-001-DF and 19-0229715-001-DF	2003
5304	An Inventory and Assessment of Cultural Resources Within Tate's Hell State Forest, Franklin and Liberty Counties, Florida	C.A.R.L., BUREAU OF ARCHAEOLOGICAL RESEARCH, DIVISION OF HISTORICAL RESOURCES, FLORIDA DEPARTMENT OF STATE, TALLAHASSEE	1998

M.

Traffic Circulation

RV Park Trip Generator Calculations

Tract A (15 Lots)

*21 is lowest Allowable Variable (21 was used for trip calculations)

- Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. = 6 Trips
- Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. = 8 Trips
- Weekday, AM Peak Hour Generator = 7 Trips
- Weekday, PM Peak Hour Generator = 9 Trips

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request for a Public Hearing for a Land Use change of a 6.08 acre parcel of land from Residential to Commercial and Re-Zoning from R-2 Single Family Mobile Home to C-3 Commercial Recreation on property lying in Section 22 Township 6 South, Range 4 West, 2514 Highway 67, Carrabelle, Franklin County, Florida. Request submitted by Justin Ford, agent for Jamey and Beverly Sapp, applicants.

This property fronts on Highway 67 just north of the Crooked River Bridge. The property is surrounded by agricultural land to the south and east and residential land to the west across Highway 98 and to the north.

- The property is not in the Eastpoint Urban Service Area.
- The property is not in the Coastal High Hazard Area.
- Portions of the property are within 150' of jurisdictional wetlands.
- The soils present on the site are Rutlege fine sand (15.4% in area) and Meadowbrook sand (84.5% in area). Both of these soil types are noted in the *Soil Survey of Franklin County, Florida* as being poorly suited for a site for homes, small commercial buildings, and local streets and road because of wetness. There are actions that can be taken to deal with the wetness.
- The property is essentially flat.
- There is a small pond on the southeast corner of the property.
- There are potential wetlands along the south side of the property, in the southeast corner around the existing pond and along the east side of the property.
- This property is in an AE flood zone with a required Base Flood Elevation of 9'.
- According to Wildfire Hazard Map adopted as part of the Franklin County Comprehensive Plan this area has a level of concern of 3 or 4 out of 9.
- There are no historic or cultural sites that have been identified on the property. This area was part of Camp Gordon Johnson during World War II.
- Endangered Species – none had been identified on the property.
- The latest traffic count on this section of Highway 67 is 1500 or a Level of Service B. The proposed 15-unit RV park would generate 9 peak hour trips on a weekday afternoon. This would not increase the total AADS on Highway 67 above the upper limit for a Level of Service B, or 4,700 trips per day.
- The proposed changes will not increase the supply of affordable housing in Franklin County.
- This land use and zoning change will allow the development of a 15-unit RV park, which would generate economic development in the county. The residents of the RV park could be expected to shop at local businesses, eat at local restaurants and visit local attractions. The County would see increased revenue from property taxes, gas taxes and tourist development taxes.
- There has not been an opportunity for the public to address this proposed change.

M.
REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

I recommend approving this proposed land use and zoning change.

Mark C. Curenton

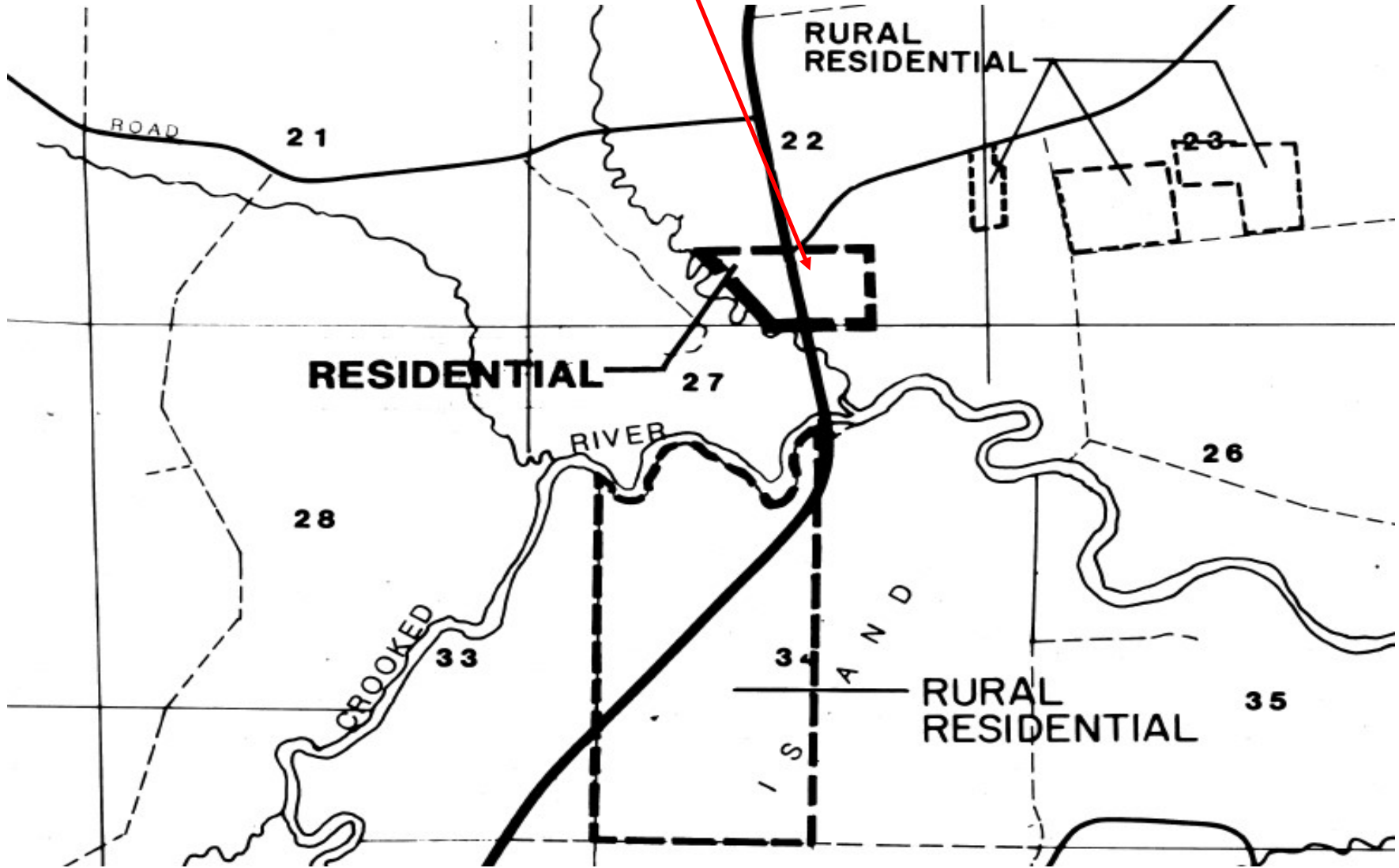
Mark C. Curenton
County Planner
June 10, 2020

N.

JAMEY AND BEVERLY SAPP LAND USE REQUEST

2536 HIGHWAY 67, CARRABELLE, FL 32322

10 ACRES FROM RESIDENTIAL TO COMMERCIAL



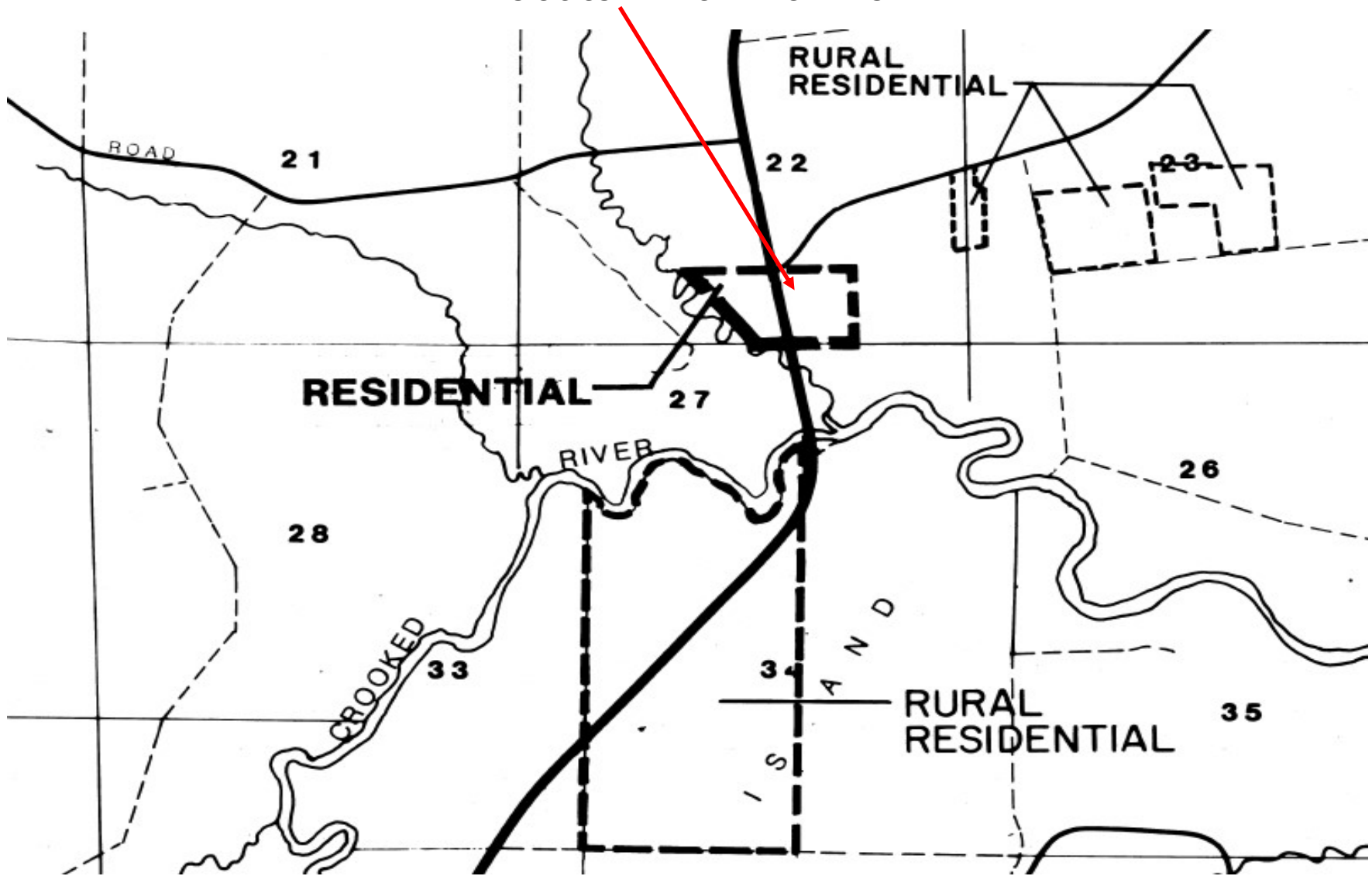
N.

JAMEY AND BEVERLY SAPP RE-ZONING REQUEST

2536 HIGHWAY 67, CARRABELLE, FL 32322

10 ACRES FROM R-2 SINGLE FAMILY MOBILE HOME

TO C-3 COMMERCIAL RECREATION



N.



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

RECEIVED
MAY 26 2020

PROPERTY OWNER'S NAME: JAMEY & BEVERLY SAPP BY: _____
 MAILING ADDRESS: P.O. BOX 626 City/State/Zip: BRISTOL, FL 32321
 PHONE #: _____ CELL #: _____ EMAIL: _____

AGENT'S NAME: JUSTIN FORD
 MAILING ADDRESS: 20684 CENTRAL AVE E City/State/Zip: BLOUNTSTOWN, FL 32424
 PHONE #: (850) 674-3300 CELL #: _____ EMAIL: JFORD@DEWBERRY.COM

PROPERTY DESCRIPTION: 911 Address: 2536 Highway 67
 Lot/s: N/A Block: N/A Subdivision: N/A Unit: N/A
 Parcel Identification #: 22-06S-04W-0000-0012-0030

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

ACREAGE: 10

CURRENT ZONING: A-2 CURRENT LAND USE: AGRICULTURAL
 REQUESTED ZONING: C-3 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 \$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

Hw 767

This Instrument Prepared By
CHARLES A. CURRAN
CHARLES A. CURRAN P.A.
P.O. Box 549
Carrabelle, Florida 32322
Parcel #22-06S-04W-0000-0012-0030

Inst: 202019001325 Date: 03/31/2020 Time: 9:17 AM
Page 1 of 2 B: 1261 P: 665, Marcia Johnson,
Clerk of Court Franklin County, By: SM
Deputy Clerk Doc Stamp-Deed: 0.70

Warranty Deed

This Warranty Deed made this 27 March 2020 between **Jamey Ray Sapp**, Grantor, and **Jamey Ray Sapp and Beverly Ann Sapp**, husband and wife, whose post office address is PO Box U, Carrabelle, Florida 32322 Grantees.

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

See Attached Exhibit "A" attached hereto.

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 grantors hereby covenants with said grantees that the grantors are lawfully seized of said land in fee simple, that the grantors have good right and lawful authority to sell and convey said land, that the grants hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

In Witness Whereof, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Chris Crosby
Printed Name Chris Crosby

Jamey Ray Sapp
Printed Name Jamey Ray Sapp, Grantor

Charles A. Curran
Printed Name Charles A. Curran

State of FLORIDA
County of FRANKLIN

The foregoing instrument was acknowledged before me this 27 day of March 2020, by **Jamey Ray Sapp**, who is personally known to me or who produced a driver's license as identification



CHARLES A. CURRAN
Commission # GG 247212
Expires September 24, 2022
Issued then Governor: Richard Scott

Charles A. Curran
Notary Public
Printed Name _____
My Commission Expires _____

N.

Inst:000004734 Date:07/15/2002 Time:15:10:23

Doc Stamp-Deed : 245.00

PC, Kendall Made, FRANKLIN County B:705 P:05

August 27, 1993

**Legal Description of a 10.00 Acre Tract For:
James Sapp and Beverly Sapp**

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 21-NN-6, Florida Administrative Code).

Commence at a concrete monument marking the intersection of the South boundary of Section 22, Township 6 South, Range 4 West, Franklin County, Florida with the Easterly right-of-way boundary of State Road No. 8-67 and proceed North 10 degrees 24 minutes 28 seconds West along said Easterly right-of-way boundary a distance of 895.51 feet to a 5/8 inch re-rod (marked #4261) also being the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 10 degrees 24 minutes 28 seconds West along said Easterly right-of-way boundary a distance of 111.56 feet to a 5/8 inch re-rod (marked #4261) lying on the intersection with the Southeasterly right-of-way boundary of Old County Road, thence run Northeasterly along the Southeasterly right-of-way boundary of said Old County Road the following four (4) courses and distances: North 54 degrees 19 minutes 06 seconds East 81.00 feet to a 5/8 inch re-rod (marked #4261) along the arc of a curve to the left with a radius of 687.50 feet through a central angle of 21 degrees 43 minutes 20 seconds for an arc distance of 260.65 feet, North 33 degrees 30 minutes 32 seconds East 679.81 feet along the arc of a curve to the right with a radius of 450.00 feet through a central angle of 36 degrees 33 minutes 14 seconds for an arc distance of 287.09 feet, thence leaving said Southeasterly right-of-way boundary run South 07 degrees 51 minutes 28 seconds West 1093.28 feet to a 5/8 inch re-rod (marked #4261), thence run North 89 degrees 43 minutes 03 seconds West 577.10 feet to the POINT OF BEGINNING containing 10.00 acres, more or less.

SAID LANDS above described lying and being situate in Section 22, Township 6 South, Range 4 West, Franklin County, Florida.

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
Registered Land Surveyor
Florida Certificate No: 4261
91-040bs PSC: 3159
revised: 9/8/93

**FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE**

- **Eastpoint Urban Service Area-** Is the property located in the Eastpoint Urban Service Area?
 - The property is not located in the Eastpoint Urban Service Area.

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 - The property is not located in the coastal High Hazard Area.

- **Critical Shoreline Zone-** Is the property located in the Critical Shoreline Zone?
 - (Is the property within a distance of 150 feet landward of the mean high-water line in tidal areas, the ordinary high-water line in nontidal areas, or the inland wetland areas existing along the streams, lakes, rivers, bays, and sounds within the Apalachicola Bay Area.)
 - Yes, the property is within 150 feet of inland wetland areas.

- **Soil Conditions-** Copies of the 1994 Soil Survey of Franklin County are available from the Franklin County Planning Office.
 - Albany fine sand: 0.5 ac
 - Rutlege fine sand, 0 to 2 percent slopes: 3.2 ac
 - Scranton fine sand, 0 to 2 percent slopes: 1.1 ac
 - Meadowbrook sand: 7.3 ac
 - Excess acreage is from enlarged boundary to ensure the entire property is included.
 - See attached map

- **Topography-** What is the topography of the property?
 - See attached map

- **Drainage-** Are there any natural drainage features located on the property?
 - A small creek runs along the east side of the property.

- **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://fws.gov/wetlands/data/mapper.html>
 - Possible wetland classifications are: PFO4C, PFO4/6C
 - These classifications are labeled as Freshwater Forested/Shrub Wetlands
 - See attached map

- **Floodplains-** What flood zone is this property located in? the flood maps for Franklin County can be found at <http://portal.nwfwmdfloodmaps.com/>.
 - This property is in flood zone AE 9. (See attached map)

- **Potential Wildfire Areas-** Is the property susceptible to wildfires?
 - This property is not susceptible to 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.
 - There are no historic or cultural sites located on this property
 - See attachment

- **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:
<https://myfwc.maps.arcgis.com/apps/webappviewer/index.html?id=253604118279431984e8bc3ebflcc8e9>
 - The endangered species located in the area are:
 - Birds: Piping Plover, Red Knot, Wood Stork
 - Reptiles: Eastern Indigo Snake, Gopher Tortoise
 - Flowering Plants: Florida Skullcap, Godfrey's Butterwort, Harper's Beauty, White Birds-is-a-nest
 - Critical Habitats: There are no critical habitats at this location

- **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/>
 - See attachment
 - The development should not affect traffic on CR-67 (AADT 1500)

- **Affordable Housing-** Will this change increase the supply of affordable housing in Franklin County?
 - This change will not increase the supply of affordable housing in Franklin County.

- **Economic Development-** How will this change promote economic development in Franklin County?
 - The RV industry has experienced tremendous growth over the past 10 years in the state of Florida, causing a surge of RV parks to be constructed. This growth has allowed the state to see a rise in tourism, which has had a positive impact on economic development. The proposed development will provide a recreation area for people who are looking to take advantage of Franklin County's natural resources, such as hunting, fishing and exploring nature. As people are drawn to the area, local business such as restaurants will realize an increase in local sales. As people are drawn to the County through places to recreate, they will invest time and money into local business thus stimulating the economy and promoting economic development.

- **Water and Sewer-** Will the development be served by central water and sewer or will it be on individual water wells and septic tanks?
 - This development will be served by a water well and septic tank.

N.

ATTACHMENTS

N.

NRCS Soil Conditions

N.

Soil Map—Franklin County, Florida (Sapp 10)



Map Scale: 1:6,000 if printed on A portrait (8.5" x 11") sheet.

0 50 100 200 300 Meters

0 250 500 1000 1500 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

5/13/2020
Page 1 of 3

MAP LEGEND

- Area of Interest (AOI)
- Area of Interest (AOI)
- Soils**
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points
- Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features
- Water Features**
- Streams and Canals
- Transportation**
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads
- Background**
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Franklin County, Florida
Survey Area Data: Version 16, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 30, 2017

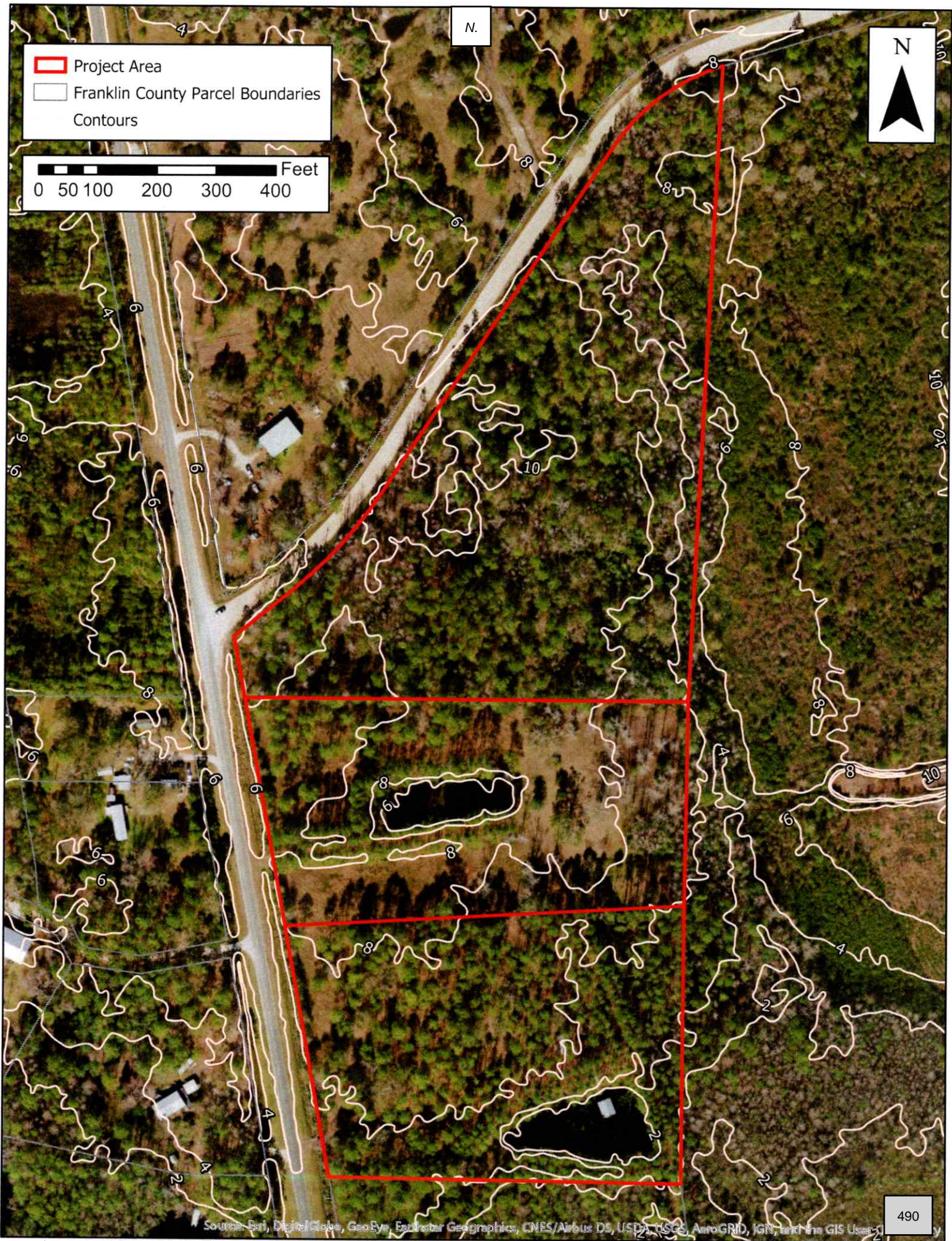
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Albany fine sand	0.5	3.9%
31	Rutlege fine sand, 0 to 2 percent slopes	3.2	26.5%
33	Scranton fine sand, 0 to 2 percent slopes	1.1	9.5%
38	Meadowbrook sand	7.3	60.2%
Totals for Area of Interest		12.1	100.0%

N.

Topographic Data (LIDAR)



N.

Wetlands

N.

Floodplains

NWFWMD Report

Preliminary SFHA Flood Map (Prelim Issue Date: 6/13/2019)



Effective SFHA Flood Map (Effective Issue Date: 2/5/2014)



Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. **Zone AE:** An area inundated by 100-year flooding, for which BFEs have been determined. **Zone AO/AH:** An area inundated by 100-year flooding (AO) or shallow water flooding (AH) where base Flood Depths are provided. (A1) Shallow flooding base floodplain where BFEs have been determined. **Zone A:** An area inundated by 100-year flooding, for which no BFEs have been determined. **Zone X:** An area inundated by 500-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. **Zone X:** An area of minimal flood hazard.

Disclaimer: Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRMs and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWF-WMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.

Flood Information

Flood Zone Information

Preliminary Flood Zone

Location of Interest: AE

Parcel: AE:100%;

Base Flood Information*: 9.0 ft

Effective Flood Zone

Location of Interest: AE

Parcel: AE:100%;

Base Flood Information*: 9.0 ft

*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. **Datum of measurement is NAVD1988.**

N.

Historic or Cultural Sites

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FR00900	RG	CAMP GORDON JOHNSTON		Archaeological District	Eligible	

N.



Legend

- Buffer_of_Default_Annotation_Target_9
- FloridaSites
- HistoricalBridges
- FloridaStructures
- HistoricalCemeteries
- ResourceGroups

1:5,798



Manuscript Roster

Total=2

MS#	Title	Publication Information	Year
20037	Carabelle River Basin Pine Log Recovery Archaeological Assessment	Florida Department of Environmental Protection Application Nos. 19-0229713-001-DF and 19-0229715-001-DF	2003
5304	An Inventory and Assessment of Cultural Resources Within Tate's Hell State Forest, Franklin and Liberty Counties, Florida	C.A.R.L., BUREAU OF ARCHAEOLOGICAL RESEARCH, DIVISION OF HISTORICAL RESOURCES, FLORIDA DEPARTMENT OF STATE, TALLAHASSEE	1998

N.

N.

Traffic Circulation

RV Park Trip Generator Calculations

Tract C (32 Lot)

- Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. = 8 Trips
- Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. = 11 Trips
- Weekday, AM Peak Hour Generator = 10 Trips
- Weekday, PM Peak Hour Generator = 13 Trips

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request for a Public Hearing for a Land Use change of a 10 acre parcel of land from Residential to Commercial and Re-Zoning from R-2 Single Family Mobile Home to C-3 Commercial Recreation on property lying in Section 22 Township 6 South, Range 4 West, 2536 Highway 67, Carrabelle, Franklin County, Florida. Request submitted by Justin Ford, agent for Jamey and Beverly Sapp, applicants.

This property is located at the intersection of Highway 67 and Jeff Sanders Road. The existing land use on the property is residential and agricultural and the existing zoning is R-2 and A-2.

The property is surrounded by agricultural land to the north and east and residential land to the west across Highway 98 and to the south.

- The property is not in the Eastpoint Urban Service Area.
- The property is not in the Coastal High Hazard Area.
- Portions of the property are within 150' of jurisdictional wetlands.
- The soils present on the site are Albany fine sand (3.9% in area), Rutlege fine sand (26.5% in area), Scranton fine sand (9.5% in area) and Meadowbrook sand (60.2% in area). The Rutlege, Scranton and Meadowbrook soil types are noted in the *Soil Survey of Franklin County, Florida* as being poorly suited for a site for homes, small commercial buildings, and local streets and roads because of wetness. The Albany fine sand is noted as being only moderately suited for home, small commercial buildings, and local streets and roads because of seasonal wetness and occasional droughtiness. There are actions that can be taken to deal with the wetness.
- The property is essentially flat.
- There is a small creek running along the east side of the property.
- There are potential wetlands along the east side of the property and across the northern tip of the property.
- This property is in an AE flood zone with a required Base Flood Elevation of 9'.
- According to Wildfire Hazard Map adopted as part of the Franklin County Comprehensive Plan this area has a level of concern of 3 or 4 out of 9.
- There are no historic or cultural sites that have been identified on the property. This area was part of Camp Gordon Johnson during World War II.
- Endangered Species – none has been identified on the property.
- The latest traffic count on this section of Highway 67 is 1500 or a Level of Service B. The proposed 32-unit RV park would generate 13 peak hour trips on a weekday afternoon. This would not increase the total AADS on Highway 67 above the upper limit for a Level of Service B, or 4,700 trips per day. The entrance to the proposed RV park is located on Jeff Sanders Road, which is an unpaved county road. If the RV park is developed the County will probably be required to perform increase maintenance on this section of Jeff Sanders Road. The County should consider whether to require the section of Jeff Sanders Road from Highway 67 to the RV park entrance to be paved.
- The proposed changes will not increase the supply of affordable housing in Franklin County.
- This land use and zoning change will allow the development of a 32-unit RV park, which would generate economic development in the county. The residents of the RV park could be expected to shop at local businesses, eat at local restaurants and visit local attractions.

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

The County would see increased revenue from property taxes, gas taxes and tourist development taxes.

- There is no central water or sewer system in this area. The development will have to be on a well and a septic tank.
- There has not been an opportunity for the public to address this proposed change.

I recommend approving this proposed land use and zoning change.

Mark C. Curenton

Mark C. Curenton
County Planner
June 10, 2020

Bluff Road Storage—Apalachicola, LLC
Jonathan Faircloth
3685 Limousin Dr.
Pace, FL 32571
rineinc@gmail.com
850-686-0004

To the Franklin County Building Department:

In reference to attachments:
Application for Development
Bluff Road Storage Site Plan

Our plan for the development of this site is to place moveable storage units on the site in a couple of phases. Phase 1 will add 3,840 sqft of storage and Phase 2 an additional 1,632 sqft. The total sqft on site will be 17,572 sqft. which represents a total usage of 32.79% of the total land.

Buildings will not be within 10' of any boundary and will remain 50' off of the adjacent landowner's pond.

I have searched the county records to locate the new Parcel ID, Lot, Block, Subdivision, and Unit Numbers, but it looks like it has not yet been updated in the system.

We plan to contract with the company, Boxwell who will be doing the delivery and placement of the units. I have not included any contractor data as I will be taking care of the oversight on the placement of the units.

Please call or email with any direct questions concerning this request.

Thank you for your support and service to this great community.

Sincerely,



Jonathan Faircloth
Manager, Bluff Road Storage—Apalachicola, LLC



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

RECEIVED
MAY 26 2020

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

Property Owner/s: Bluff Rd Self Storage, LLC (Jonathan Faircloth)
Contact Information: Home #: _____ Cell #: 850-686-0001
Mailing Address: 3685 Limeousin Dr City/State/Zip: Pace, FL 32571
EMAIL Address: rineinc@gmail.com

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

PROPERTY DESCRIPTION: 911 Address: 1013 Bluff Rd Apalachicola, FL 32320
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: _____

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

DESCRIPTION OF DEVELOPMENT: Moveable Units
ZONING DISTRICT: _____ CONTRACT COST: _____

HEATED SQ FT: 0 UN-HEATED SQ FT: 5472 TOTAL SQUARE FOOT: 5472
ROOF MATERIAL: metal FOUNDATION TYPE: Metal/Wood LOT DEMENSION: 1.23 Acres
NO. OF STORIES: 1 UNDERNEATH STORAGE SQ FOOTAGE: 0
(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 # N/A OR SEWER DISTRICT: N/A
WATER DISTRICT: N/A OR PRIVATE WELL: N/A

WATER BODY: N/A
CRITICAL SHORELINE DISTRICT: YES OR NO CRITICAL HABITAT ZONE: YES OR NO

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

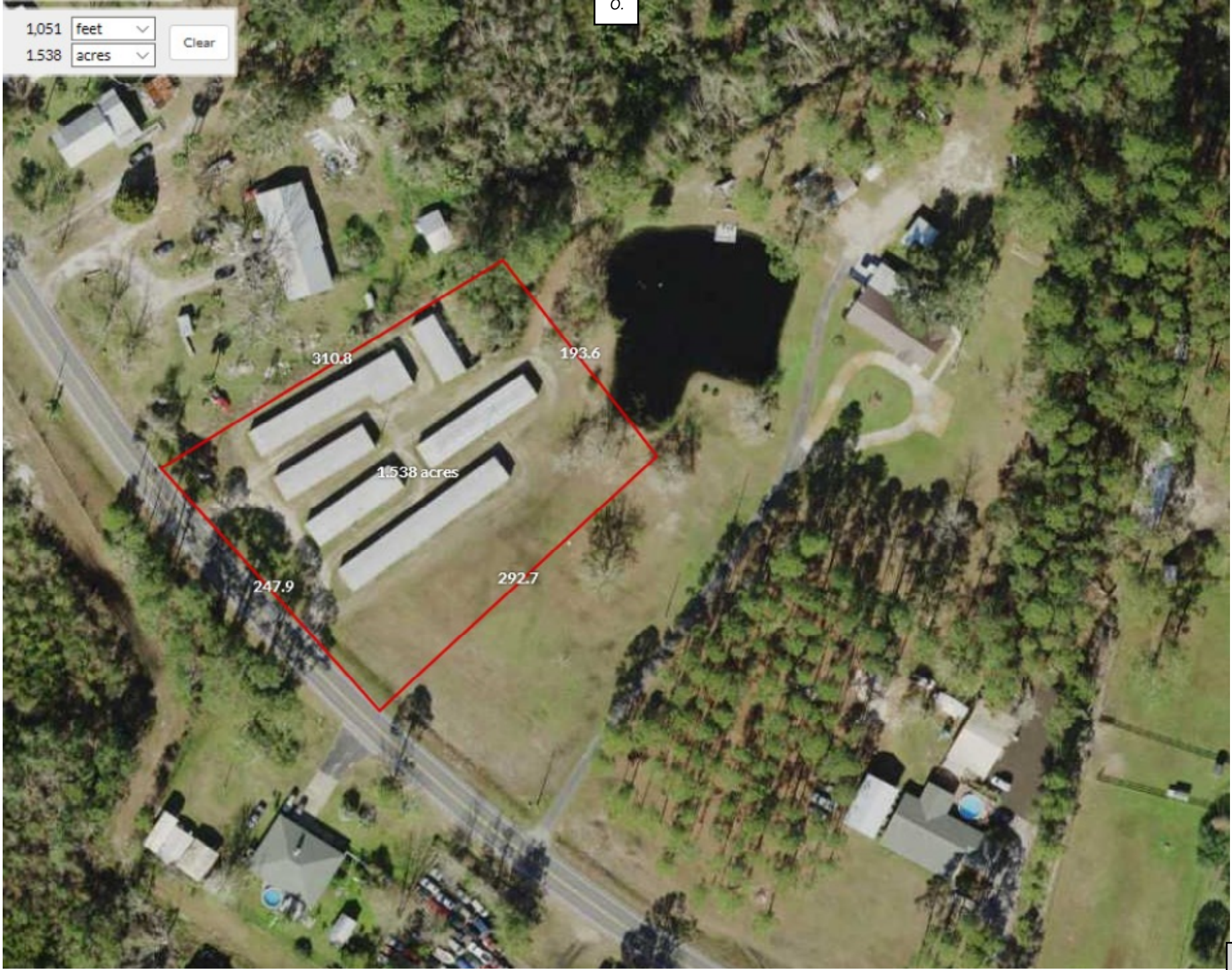
PANEL NUMBER: _____ FIRM ZONE/S: _____
ELEVATION REQUIREMENTS AS PER SURVEY: _____

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

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

O.

1,051 feet
1,538 acres
Clear



REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request for Commercial Site Plan Review to place 36 moveable storage units at 1013 Bluff Road, Apalachicola, Franklin County, Florida. This project will be done in 2 phases: Phase 1 will consist of 24 units and Phase 2 will consist of 12 units. Request submitted by Jonathan Faircloth, applicant.

This 1.23 acre parcel is zoned C-2. Most of the property is not located in a flood zone, but a portion of the northern end of the property is in the 500-year flood zone. There are approximately 12,309 sq. ft. of existing storage space on this parcel. This proposal will add 5,472 sq. ft. of storage space. The impervious lot coverage will still be under the maximum 80%.

These storage units will be similar to metal shipping containers. Although they are “portable” they do not have wheels attached to them, and they would need to be loaded onto a flatbed truck to be moved.

I recommend approving this commercial site plan.

Mark C. Curenton

Mark C. Curenton
County Planner
June 8, 2020



SHELL BAY SUBDIVISION			
SECTIONS 36 - TOWNSHIP 7 SOUTH, RANGE 5 WEST			
FRANKLIN COUNTY		FLORIDA	
GARLICK ENVIRONMENTAL ASSOC. INC.			
<small>POST OFFICE BOX 686 APALACHICOLA, FLORIDA 32309-0068 OFFICE: 904-665-2899 FAX: 904-665-2898 EMAIL: garlick@garlickenv.com</small>			
SCALE: 80' TO INCH	DATE: JUNE 18, 2010	DRAWING NO. 10-006	SHEET NO. 1/2

P.

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request to abandon "Shell Bay Subdivision" a 10 lot subdivision lying in Section 35, Township 7 South, Range 5 West, Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental Associates, agent for William Simmons, applicant.

According to the Property Appraiser's website there is another property owner in this subdivision besides Mr. William Simmons. Anthony C Wood and Wendy C Wood own Lot 5, Shell Bay. There is no evidence in the file of their consent to abandoning the subdivision plat.

I recommend approving the abandonment of Shell Bay Subdivision if the other owners in the subdivision agree.

Mark C. Curenton

Mark C. Curenton
County Planner
June 8, 2020

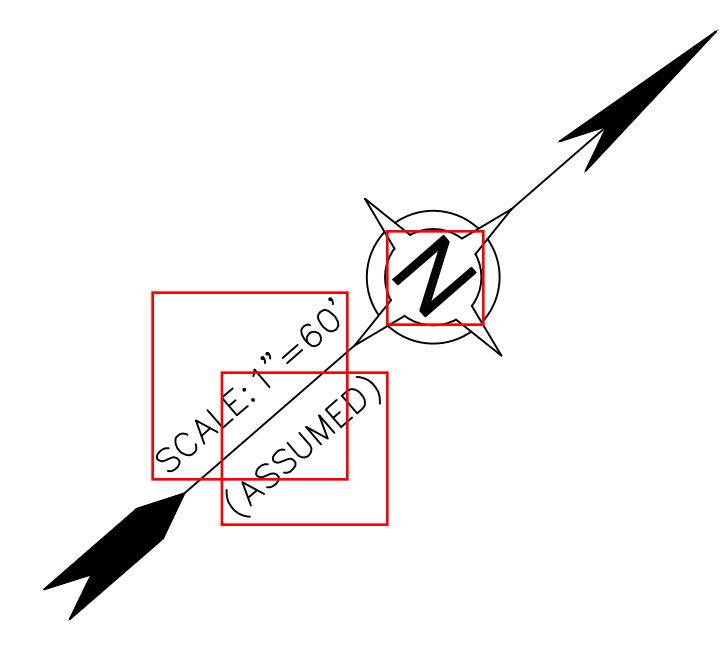
Q.



SHELL BAY SUBDIVISION			
SECTIONS 36 - TOWNSHIP 7 SOUTH, RANGE 5 WEST			
FRANKLIN COUNTY		FLORIDA	
GARLICK ENVIRONMENTAL ASSOC. INC.			
POST OFFICE BOX 686 APALACHICOLA, FLORIDA 32309-0686			
OFFICE: 904-655-2899			
FAX: 904-655-2898			
EMAIL: garlick@garlickenv.com			
SCALE: 80% TO 80%	DATE: JUNE 18, 2010	DRAWING NO. 10-006	SHEET NO. 1/2

ST. GEORGE BAY SUBDIVISION

A RE-PLAT OF SHELL BAY, A SUBDIVISION RECORDED IN PLAT BOOK 8, PAGE 38 AND ADJOINING LAND LYING IN SECTION 35, TOWNSHIP 7 SOUTH, RANGE 5 WEST FRANKLIN COUNTY, FLORIDA



- LEGEND**
- FND - FOUND
 - FNC - FOUND NAIL AND CAP
 - R/B - RE-BAR
 - COM - CONCRETE MONUMENT
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCEMENT
 - SRB - SET 5/8" RE-BAR #6475
 - SNC - SET NAIL & CAP #6475
 - M - MEASURED
 - P - RECORDED PLAT
 - R/W - RIGHT OF WAY
 - RAD - RADIUS
 - DEL - DELTA OR INCLUDED ANGLE
 - L - ARC LENGTH
 - CB - CHORD BEARING
 - CH - CHORD LENGTH
 - C - CALCULATED
 - R/C - ROD AND CAP
 - IP - IRON PIPE
 - PC - POINT OF CURVE
 - ML - CENTER LINE
 - SCM - SET 4X4 CONCRETE MONUMENT (#6475)
 - T - TOWNSHIP
 - R - RANGE
 - N - NORTH
 - S - SOUTH
 - E - EAST
 - W - WEST
 - - CALCULATED POINT
 - PRM - PERMANENT REFERENCE MONUMENT
 - RND - ROUND
 - - SRB 5/8" #6475
 - - LINE NOT TO SCALE
 - - PRM 5/8" ROD AND CAP #6475 (UNLESS NOTED OTHERWISE)
 - ⊕ - PROPERTY CORNER(SEE DESCRIPTION)
 - L1 - LINE NUMBER(SEE LINE TABLE)
 - C1 - CURVE NUMBER(SEE CURVE TABLE)

ACCESS NOTE:
 LOTS 1 THRU 10 WILL HAVE DRIVEWAY ACCESS VIA THE 40' WIDE INGRESS, EGRESS & UTILITY EASEMENT
 LOTS 11 THRU 18 WILL HAVE DRIVEWAY ACCESS VIA THE 60' WIDE RIGHT OF WAY

NOTICE:
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE:
 I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the lands surveyed, that the permanent reference monuments and permanent control points have been set, and that the survey data and monumentation complies with Chapter 177 of the Florida Statutes and with Chapter 61-17, Florida Administrative Code.

EDWIN BROWN & ASSOCIATES
 SURVEYORS * MAPPERS
 (850) 926-3016 888-433-4436 FAX (850) 926-8180
 P.O. Box 625 2813 Crawfordville Hwy, Crawfordville, FL 32326

WADE G. BROWN, PSM
 FLORIDA CERTIFICATE NO. 5059 LB#6475
 EDWIN G. BROWN AND ASSOCIATES, INC.
 SURVEYORS AND MAPPERS
 P.O. BOX 625, CRAWFORDVILLE, FLORIDA 32327

LB #6475 JOB: 13-015 * PSC: 41387
 MARCH 31, 2020 PAGE 2 OF 2
 CHECKED BY: WADE G. BROWN DRAWN BY: ADRON ANDERSON

Z:\PROJ\13-015\41387_RP.dwg 4/2/2020 9:28:57 AM

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request for Sketch Plat approval of an 18-lot subdivision named "St. George Bay" formerly known as Shell Bay Subdivision lying in Section 35, Township 7 South, Range 5 West, Carrabelle, Franklin County, Florida. Request submitted by Garlick Environmental Associates, agent for William Simmons, applicant.

A portion of the site for St. George Bay subdivision is the former Shell Bay subdivision. The property is zoned R-1 Single Family Residential, which allows one single-family residence per acre. All of the lots in the subdivision are at least one acre in size. The number of lots in the subdivision has been revised down to 16.

Access will be via a combination of right-of-way and access easements. The accesses meet the requirements of the subdivision ordinance.

There are some wetlands on the eastern end of the subdivision, but it appears that all the lots will have adequate uplands on which to construct a single-family residence.

I recommend approving this sketch plat.



Mark C. Curenton
County Planner
June 10, 2020

APPLICATION FOR SUBDIVISION SKETCH PLAT APPROVAL

DATE: _____

PROPOSED SUBDIVISION NAME: Island Breeze Phase II
AGENT'S NAME: Thurman Roddenberry
ADDRESS: PO box 100

TELEPHONE NUMBER: Supchoppy FL 32358
850-962-2538

OWNER'S NAME: Charles Shannon Overstreet
ADDRESS: Angela Michelle Overstreet
931 US Hwy 98

TELEPHONE NUMBER: Eastpoint FL 32328
904-828-9954

WHAT IS THE RELATIONSHIP OF APPLICANT TO OWNER? _____
LOCATION OF PROPOSED SUBDIVISION: US Hwy 98 west of State Rd 265
AREA OF PROPOSED SUBDIVISION: Eastpoint ACRES: 4.24
CURRENT ZONING: R-1 R-4
CURRENT LAND USE CLASSIFICATION: Residential
CURRENT USE OF THE SITE: Residential

PLEASE NOTE: PLANNING AND ZONING COMMISSION MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANT'S ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT SHALL NOT BE RESUBMITTED FOR ONE YEAR. ALSO, ANY PERSON WISHING TO APPEAL THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OR THE DECISION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSION ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PRCEEDINGS IS MADE.

I hereby certify, as a representative for ANGELA OVERSTREET,
that the information given is true and accurate to the best of our knowledge.

[Signature]
Agent's Signature

[Signature]
Owner's Signature

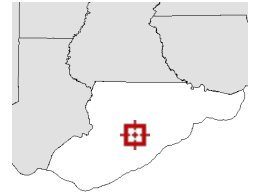
.....
TO BE FILLED IN BY PLANNING OFFICIAL

Major or Minor Subdivision: _____
Planning & Zoning Commission Recommendation: _____ Date: _____
Board of County Commissioners Action: _____ Date: _____

Comments: _____



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	28-08S-06W-1001-0000-0040	Alternate ID	06W08S28100100000040	Owner Address	OVERSTREET ANGELA MICHELLE
Sec/Twp/Rng	--	Class	VACANT		OVERSTREET CHARLES SHANNON
Property Address		Acreage	1		931 US HWY 98
					EASTPOINT, FL 32328

District 1
 Brief Tax Description ISLAND BREEZE
 (Note: Not to be used on legal documents)

Date created: 5/29/2020
 Last Data Uploaded: 5/29/2020 2:57:03 PM

Developed by 

ISLAND BREEZE, PHASE II

(A FOUR UNIT SUBDIVISION)

A REPLAT OF ISLAND BREEZE, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 14 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA A SUBDIVISION LYING IN SECTION 28, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FRANKLIN COUNTY, FLORIDA

"PRELIMINARY"

DEDICATION
STATE OF FLORIDA
COUNTY OF FRANKLIN

KNOWN BY ALL THESE PRESENT THAT ANGELA MICHELLE OVERSTREET, THE OWNER AND FEE SIMPLE, OF THE LANDS SHOWN HEREON PLATTED AS ISLAND BREEZE, PHASE II A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 14 OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA AND WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the intersection of the North boundary of Fractional Section 28, Township 8 South, Range 6 West, Franklin County, Florida with the Southerly boundary of a 100 foot wide Florida Power Corporation Powerline Easement and run South 62 degrees 02 minutes 56 seconds West along said Southerly boundary 143.12 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said Southerly easement boundary run South 30 degrees 24 minutes 21 seconds East 808.89 feet to a re-rod (marked #4261) lying on the Northerly right of way boundary of U.S. Highway No. 98, thence run North 57 degrees 53 minutes 00 seconds East along said Northerly right of way boundary 210.10 feet to a re-rod (marked #4261), thence leaving said right of way boundary run North 30 degrees 20 minutes 38 seconds West 266.07 feet to a re-rod (marked #4261), thence run North 37 degrees 15 minutes 02 seconds West 41.16 feet to a re-rod (marked #4261), thence run North 26 degrees 16 minutes 51 seconds West 176.64 feet to a re-rod (marked #4261), thence run North 46 degrees 07 minutes 26 seconds East 22.59 feet to a re-rod (marked #4261), thence run North 30 degrees 20 minutes 38 seconds West 323.29 feet to a concrete monument lying on the Southerly easement boundary of aforementioned Florida Power Corporation Easement, thence leaving said Southerly easement boundary continue North 30 degrees 20 minutes 38 seconds West 100.15 feet to a re-rod (marked #4261) lying on the Northerly right of way boundary of said easement, thence run South 62 degrees 47 minutes 18 seconds West along said Northerly right of way boundary 210.31 feet to a re-rod (marked #4261), thence leaving said Northerly right of way boundary run South 30 degrees 24 minutes 21 seconds East 102.62 feet to the POINT OF BEGINNING containing 4.24 acres, more or less.

AND ALSO:

Commence at the intersection of the North boundary of Fractional Section 28, Township 8 South, Range 6 West, Franklin County, Florida with the Southerly boundary of a 100.00 foot wide Florida Power Corporation Powerline Easement and run South 62 degrees 02 minutes 56 seconds West along said Southerly boundary 143.12 feet to a concrete monument, thence leaving said Southerly easement boundary run South 30 degrees 24 minutes 21 seconds East 808.89 feet to a re-rod (marked #4261) lying on the Northerly right of way boundary of U.S. Highway No. 98, thence leaving said Northerly right of way boundary run North 30 degrees 20 minutes 38 seconds West 266.07 feet to a re-rod (marked #4261), thence run North 37 degrees 15 minutes 02 seconds West 41.16 feet to a re-rod (marked #4261), thence run North 26 degrees 16 minutes 51 seconds West 176.64 feet to a re-rod (marked #4261), thence run North 46 degrees 07 minutes 26 seconds East 22.59 feet to a re-rod (marked #4261), thence continue along mean high water line North 57 degrees 14 minutes 04 seconds East 109.99 feet, thence leaving said mean high water line run North 30 degrees 20 minutes 38 seconds West 10.31 feet to a re-rod (marked #4261) lying on the Southerly right of way boundary of U.S. Highway No. 98, thence run South 57 degrees 53 minutes 00 seconds West along said right of way boundary 210.10 feet to the POINT OF BEGINNING containing 0.06 acres, more or less.

The aggregate of the two above described parcels having a total acreage of 4.30 acres, more or less. Having caused said lands to be divided and subdivided as shown hereon and do hereby dedicate to the following:

1.) To the Island Breeze Homeowners Association, Inc., all easements for utilities, drainage and other (if any) purposes incident thereto as shown hereon.

Reserving, in all cases however, the reversions thereof should the same be renounced, disclaimed, abandoned or the use thereon discontinued as prescribed by the law by appropriate official action of the proper officials having charge of jurisdiction thereof.

This _____ day of _____, A.D. 2020.

"IMPORTANT NOTICE" The roads and other infrastructures - if any - contained within this subdivision are not owned or maintained by Franklin County, should the roads or other improvements ever be maintained by Franklin County, it will be done at the expense of the property owners within this subdivision.

ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF FRANKLIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 BY ANGELA MARIE OVERSTREET, (OWNER)

SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION. WITNESS MY HAND AND SEAL AT _____, FLORIDA, THIS _____ DAY OF _____, 2020

NOTARY MY COMMISSION EXPIRES: _____

NOTARY SEAL

CONFIRMATION STATE OF FLORIDA COUNTY OF FRANKLIN

APPROVED BY THE FRANKLIN BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2020.

NOAH LOCKLEY, JR. -- CHAIRMAN

THOMAS M. SHULER -- COUNTY ATTORNEY

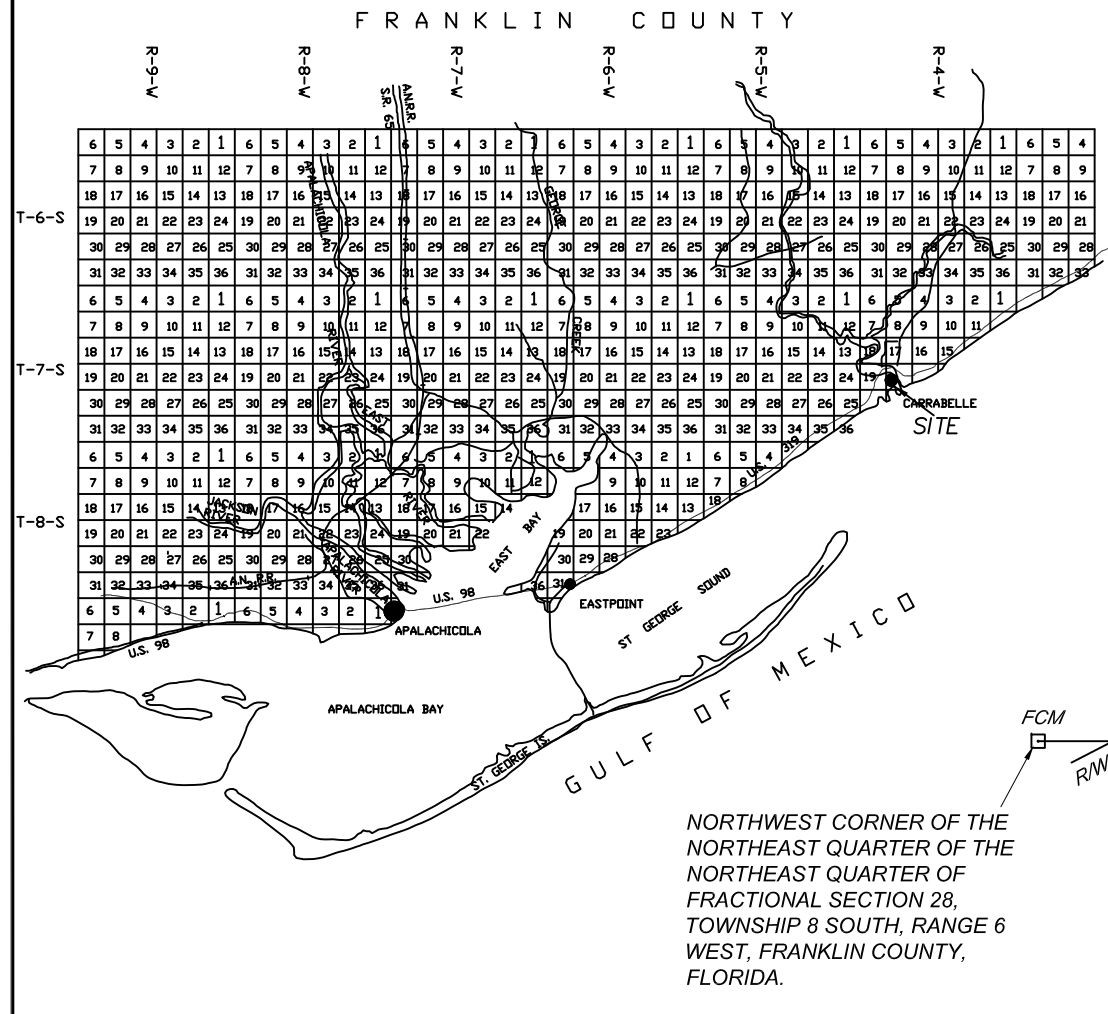
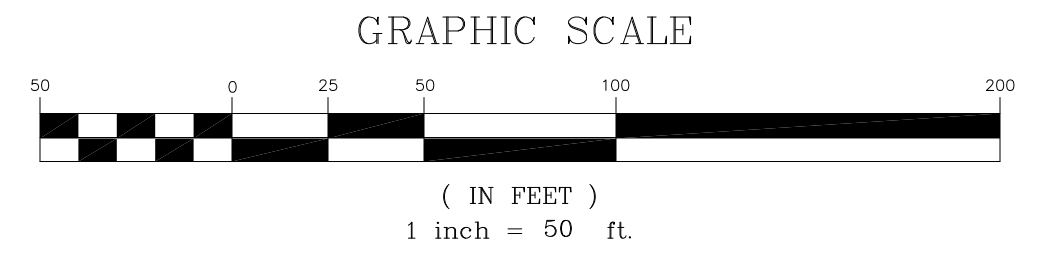
ACCEPT FOR FILES AND RECORDED THIS _____ DAY OF _____, 2020 IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA.

MARCIA M. JOHNSON
CLERK OF THE CIRCUIT COURT

THURMAN RODDENBERRY & ASSOCIATES, INC. Professional Surveyors and Mappers

P.O. Box 100 • 125 Sheldon Street • Sopchoppy, FL 32358-0100 • (850) 962-2538

DATE: 01/20/20	DRAWN BY: MMD	COUNTY: FRANKLIN
FILE: 97513RP.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 97-513



NORTHWEST CORNER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 28, TOWNSHIP 8 SOUTH, RANGE 6 WEST, FRANKLIN COUNTY, FLORIDA.

LEGEND

- SN&C SET NAIL & CAP
 - FND FOUND
 - FCM FOUND CONCRETE MONUMENT (3"x3")
 - SCM SET CONCRETE MONUMENT #7160 (4"x4")
 - IRC IRON ROD AND CAP
 - SIRC SET 5/8" IRON ROD AND CAP #7160
 - FIRC FOUND 5/8" IRON ROD AND CAP
 - IP IRON PIPE
 - CIP CRIMPED TOP IRON PIPE
 - IR IRON ROD (NO I.D.)
 - PCP = PERMANENT CONTROL POINT = SCM
 - (M) MEASURED
 - (D) DEED
 - (RP) RECORD PLAT
 - (UP) UNRECORDED PLAT
 - (FT) FLAT TOP
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - R RADIUS
 - △ CORNER NOT SET OR FOUND
 - L LENGTH
 - CD CHORD
 - N.T.S. NOT TO SCALE
- ALL INTERIOR LOT CORNERS ARE MARKED WITH 5/8" IRON ROD & CAP #7160 (UNLESS NOTED OTHERWISE)

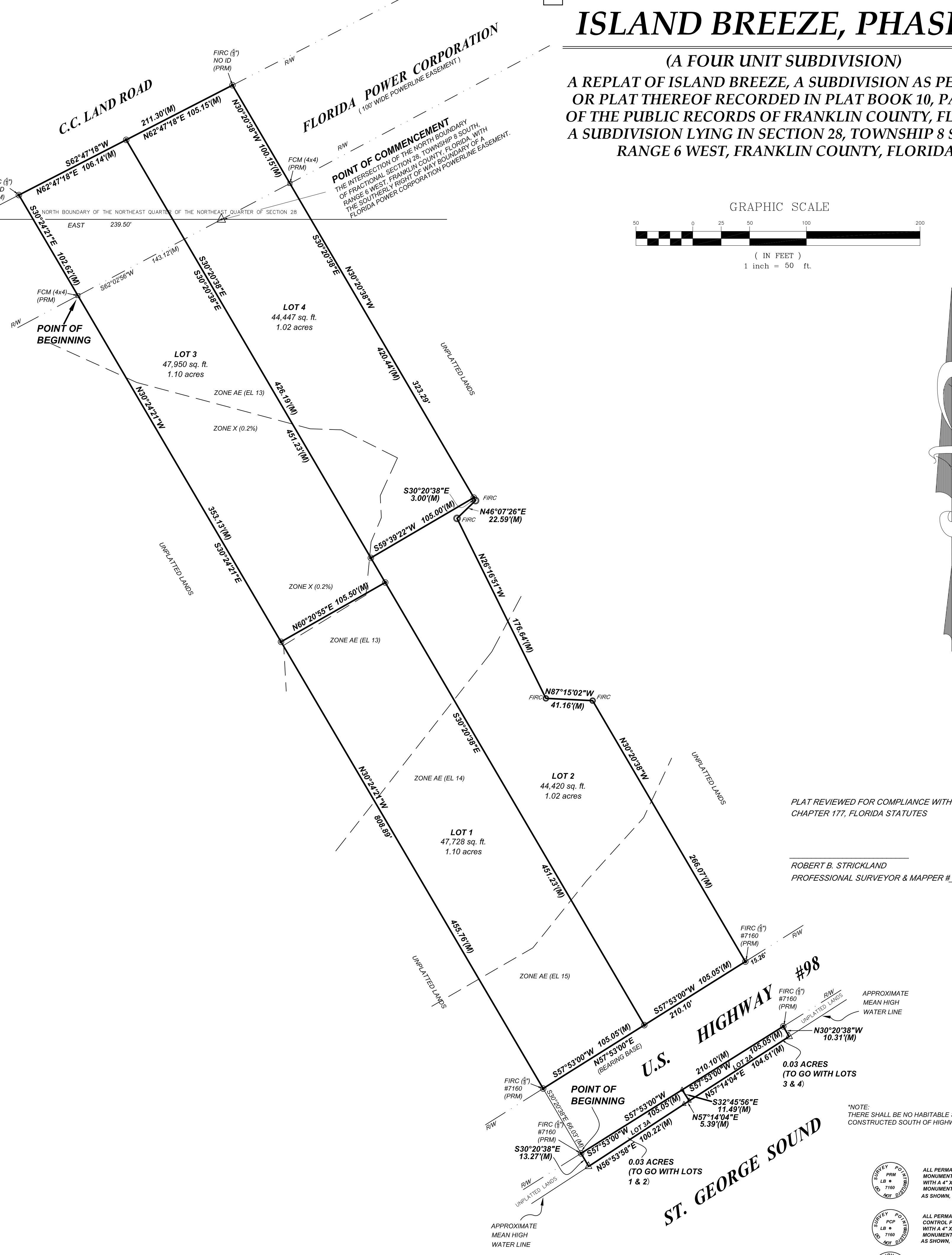
PLAT NOTES:

1. SURVEY SOURCE: Previous survey performed by this firm (Job #97-513 Dated: 10-30-97), record deed, special instructions as per client and a field survey performed by the undersigned surveyor.
2. BEARING BASE: The Northeasterly right-of-way boundary of U.S. Highway No. 98 being North 57 degrees 53 minutes 00 seconds East as per previous above mentioned survey.
3. "NOTICE" This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that maybe found in the public records of this county.
4. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
5. Subject property is located in Zone "X" (0.2%), Zone "AE" (EL 13, 14, & 15) as per Flood Insurance Rate Map Community Panel No: 120088 414E, index date: June 17, 2002, Franklin County, Florida.

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

JAMES T. RODDENBERRY DATE
Surveyor & Mapper Pl. Certificate No. 4261



PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES

ROBERT B. STRICKLAND
PROFESSIONAL SURVEYOR & MAPPER # _____

APPROXIMATE MEAN HIGH WATER LINE

*NOTE: THERE SHALL BE NO HABITABLE STRUCTURES CONSTRUCTED SOUTH OF HIGHWAY NO. 98.

- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4" X 4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL PERMANENT CONTROL POINTS ARE MARKED WITH A 4" X 4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL INTERIOR CORNERS ARE MARKED WITH A 5/8" REBAR WITH A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

REVIEW OF PLANNING AND ZONING COMMISSION APPLICATIONS

- Consideration of a request to Re-Plat "Island Breeze" to "Island Breeze Phase II" a 4 lot subdivision lying in Section 28, Township 8 South, Range 6 West, Eastpoint, Franklin County, Florida. Request submitted by Thurman Roddenberry, agent for Charles and Angela Overstreet, applicants.

Island Breeze Subdivision is a 4-lot subdivision between Highway 98 and C. C. Land Road in Eastpoint. There are two lots that front on Highway 98 and two lots on the north end of the property. Currently all four lots have an easement to access Highway 98. Each of the four lots also has a miniscule strip of land south of Highway 98.

In the proposed replat the access easement would be deleted and the two lots on the north end of the property would access off C. C. Land Road. There are two lots shown on the south side of Highway 98. On the western lot, labeled "LOT 3A" is a note "0.03 ACRES (TO GO WITH LOTS 3 & 4). On the eastern lot, labeled "LOT 2A" is a note "0.03 ACRES (TO GO WITH LOTS 1 & 2)". Melissa Davis, the draftsman for Thurman Roddenberry, has promised to change the language to note that Lot 2A is common area for Lots 1 & 2 and Lot 3A is common area for Lots 3 & 4.

I recommend approving this replat of Island Breeze Subdivision.

Mark C. Curenton

Mark C. Curenton
County Planner
June 11, 2020

Addendum to Internet Marketing Scope of Work 2018-2020

Coastal E Solutions, LLC dba 2K Web Group shall provide Search Engine Optimization services as outlined in the executed Internet Marketing Scope of Work 2018-2020 including expanded keyword research and all necessary services to increase organic traffic to the website (floridasforgottencoast.com) plus increase conversions made from organic traffic to the website. This includes adding pages and sections to the website, editing existing content, creating new specific keyword-rich and unique content, link building and any other efforts necessary to increase organic traffic with the goal of increasing conversions. The service will be provided at the rate of \$65 per hour, not to exceed \$28,500 for Search Engine Optimization. This addendum is retroactive to October 1st 2019.

Tana Kendrick, Member Manager
Coastal E Solutions, LLC dba 2K Web Group

Jun 16th 2020 nunc pro tunc Oct.1st 2019

John Solomon, Executive Director
Franklin County Tourist Development Council

Jun 16th 2020 nunc pro tunc Oct.1st 2019

Noah Lockley, Jr. Chair
Franklin County Board of County Commissioners

Jun 16th 2020 nunc pro tunc Oct.1st 2019

S.

COUNTY	Tax Rate	Total Taxes Collected	Collections if Rate was 2 %	Difference
Alachua	5	\$ 5,724,470	\$ 2,289,788	\$ 3,434,682
Baker	3	\$ 53,312	\$ 35,541	\$ 17,771
Bay	5	\$ 28,267,930	\$ 11,307,172	\$ 16,960,758
Bradford	4	\$ 145,689	\$ 72,845	\$ 72,845
Brevard	5	\$ 15,661,661	\$ 6,264,664	\$ 9,396,997
Broward	6	\$ 87,816,600	\$ 29,272,200	\$ 58,544,400
Charlotte	5	\$ 4,339,763	\$ 1,735,905	\$ 2,603,858
Citrus	5	\$ 1,896,785	\$ 758,714	\$ 1,138,071
Clay	5	\$ 1,214,752	\$ 485,901	\$ 728,851
Collier	5	\$ 30,674,181	\$ 12,269,672	\$ 18,404,508
Columbia	5	\$ 1,544,233	\$ 617,693	\$ 926,540
Miami-Dade	6	\$ 48,063,854	\$ 16,021,285	\$ 32,042,570
DeSoto	3	\$ 72,640	\$ 48,427	\$ 24,213
Dixie	3	\$ 88,412	\$ 58,941	\$ 29,471
Duval	6	\$ 17,045,484	\$ 5,681,828	\$ 11,363,656
Escambia	4	\$ 12,633,118	\$ 6,316,559	\$ 6,316,559
Flagler	5	\$ 2,719,984	\$ 1,087,993	\$ 1,631,990
Franklin	2	\$ 1,411,811	\$ 1,411,811	\$ -
Gadsden	2	\$ 178,103	\$ 178,103	\$ -
Gilchrist	3	\$ 60,812	\$ 40,541	\$ 20,271
Glades	2	\$ 19,255	\$ 19,255	\$ -
Gulf	5	\$ 1,824,984	\$ 729,994	\$ 1,094,991
Hamilton	3	\$ 39,514	\$ 26,343	\$ 13,171
Hardee	2	\$ 49,922	\$ 49,922	\$ -
Hendry	3	\$ 271,327	\$ 180,885	\$ 90,442
Hernando	5	\$ 1,114,129	\$ 445,652	\$ 668,477
Highlands	4	\$ 984,727	\$ 492,363	\$ 492,363
Hillsborough	6	\$ 35,965,566	\$ 11,988,522	\$ 23,977,044
Holmes	3	\$ 110,800	\$ 73,867	\$ 36,933
Indian River	4	\$ 3,167,680	\$ 1,583,840	\$ 1,583,840
Jackson	4	\$ 659,251	\$ 329,626	\$ 329,626
Jefferson	3	\$ 62,721	\$ 41,814	\$ 20,907
Lake	4	\$ 3,482,828	\$ 1,741,414	\$ 1,741,414

s.

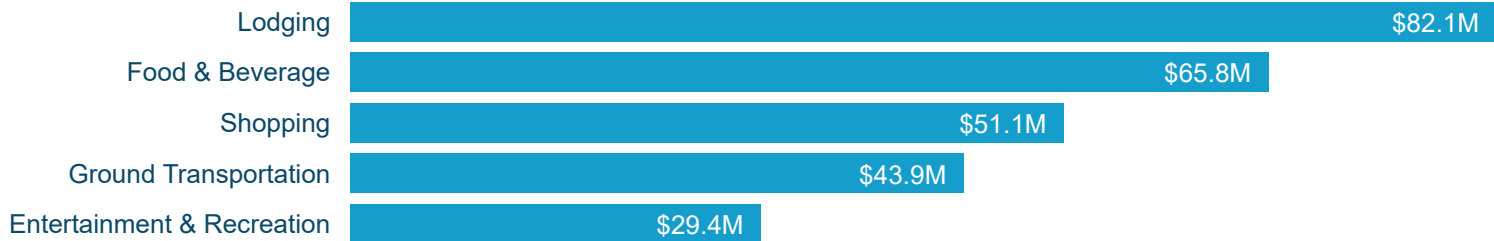
Lee	5	\$ 42,718,128	\$ 17,087,251	\$ 25,630,877
Leon	5	\$ 7,306,647	\$ 2,922,659	\$ 4,383,988
Levy	4	\$ 238,327	\$ 119,164	\$ 119,164
Madison	3	\$ 142,204	\$ 94,803	\$ 47,401
Manatee	5	\$ 16,104,393	\$ 6,441,757	\$ 9,662,636
Marion	4	\$ 3,091,664	\$ 1,545,832	\$ 1,545,832
Martin	5	\$ 2,726,712	\$ 1,090,685	\$ 1,636,027
Monroe	5	\$ 41,420,926	\$ 16,568,370	\$ 24,852,555
Nassau	5	\$ 7,518,415	\$ 3,007,366	\$ 4,511,049
Okaloosa	5	\$ 24,010,083	\$ 9,604,033	\$ 14,406,050
Okeechobee	3	\$ 341,315	\$ 227,543	\$ 113,772
Orange	6	\$ 283,793,206	\$ 94,597,735	\$ 189,195,471
Osceola	6	\$ 61,119,993	\$ 20,373,331	\$ 40,746,662
Palm Beach	6	\$ 53,961,885	\$ 17,987,295	\$ 35,974,590
Pasco	4	\$ 2,910,096	\$ 1,455,048	\$ 1,455,048
Pinellas	6	\$ 63,310,460	\$ 21,103,487	\$ 42,206,974
Polk	5	\$ 14,509,618	\$ 5,803,847	\$ 8,705,771
Putnam	4	\$ 608,521	\$ 304,260	\$ 304,260
St. Johns	4	\$ 12,087,841	\$ 6,043,921	\$ 6,043,921
St. Lucie	5	\$ 4,134,282	\$ 1,653,713	\$ 2,480,569
Santa Rosa	5	\$ 3,916,961	\$ 1,566,784	\$ 2,350,176
Sarasota	5	\$ 23,463,540	\$ 9,385,416	\$ 14,078,124
Seminole	5	\$ 5,835,561	\$ 2,334,224	\$ 3,501,336
Sumter	2	\$ 791,152	\$ 791,152	\$ -
Suwannee	3	\$ 291,451	\$ 194,301	\$ 97,150
Taylor	5	\$ 568,411	\$ 227,365	\$ 341,047
Volusia	6	\$ 11,769,785	\$ 3,923,262	\$ 7,846,523
Wakulla	4	\$ 205,717	\$ 102,858	\$ 102,858
Walton	5	\$ 42,039,051	\$ 16,815,621	\$ 25,223,431
Washington	3	\$ 176,822	\$ 117,881	\$ 58,941
Calculations if Franklin County Increased			3%	
Franklin	2	\$ 1,411,811	\$ 2,117,717	

2018 ECONOMIC IMPACT OF TOURISM

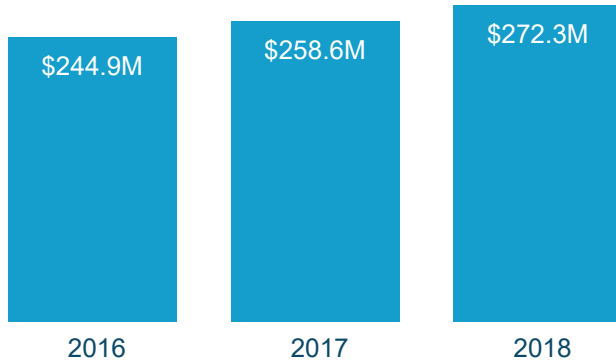


Franklin County

Visitor Spending by Category



Total Visitor Spending



5.3%

Year-over-Year Growth in Visitor Spending

65.8%

of Total County Jobs Supported by Visitor Spending

\$24.1M

State & Local Taxes Generated

\$22.2M

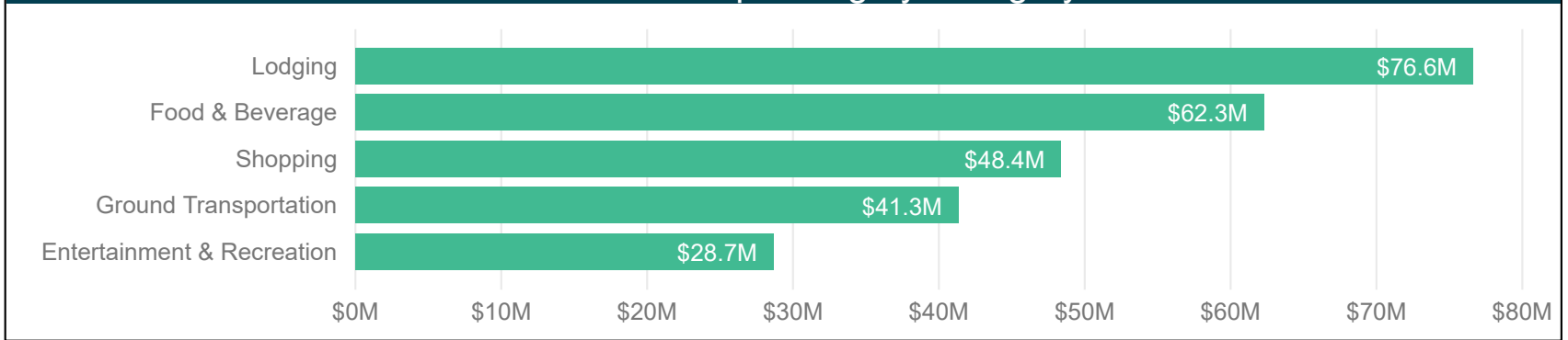
Federal Taxes Generated

	Direct	Indirect	Induced	Total
GDP	\$105.5M	\$22.4M	\$20.0M	\$147.9M
Jobs	2,913	391	310	3,614
Wages	\$69.9M	\$11.3M	\$8.3M	\$89.5M
Total Business Spending	\$195.7M	\$46.8M	\$36.2M	\$278.8M

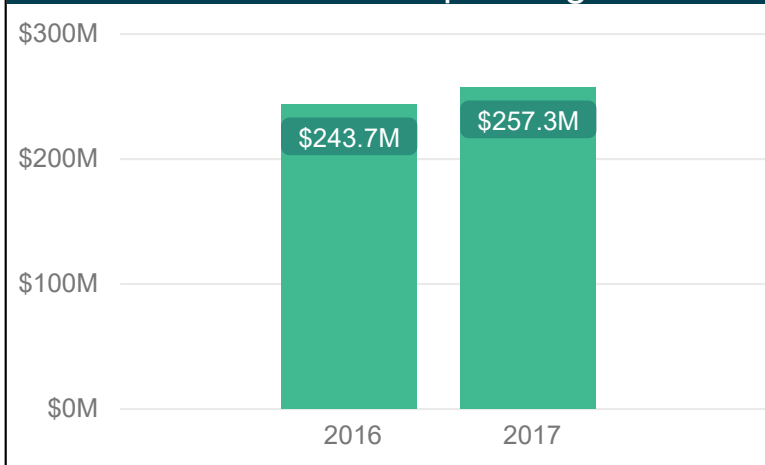
Figures in this document are based on spending by visitors during 2018, including domestic out-of-state visitors, international visitors, and Florida residents who traveled at least 50 miles to the destination. They also include both day and overnight trips. Indirect impacts are impacts on non-tourism businesses which provide supplies to tourism businesses (e.g. restaurant suppliers). Induced impacts are impacts on non-tourism businesses due to spending of wages by employees of tourism businesses (e.g. the money spent by a tourism business employee at a grocery store). "Total Business Spending" is the amount paid to suppliers by businesses.

Sources: Rockport Analytics, Bureau of Economic Analysis

Direct Visitor Spending by Category



Total Visitor Spending



5.6%

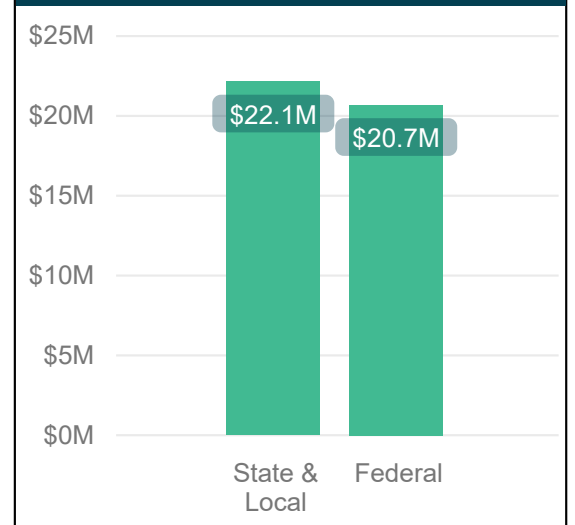
Year-over-Year Growth in Visitor Spending

62.3%

of Total County Jobs Supported by Visitor Spending

	Direct	Indirect	Induced	Total
GDP	\$97.8M	\$20.8M	\$18.6M	\$137.3M
Jobs	2,736	365	290	3,391
Wages	\$65.2M	\$10.5M	\$7.7M	\$83.4M
Total Business Spending	\$181.5M	\$43.5M	\$33.8M	\$258.8M

Tourism-Generated Taxes

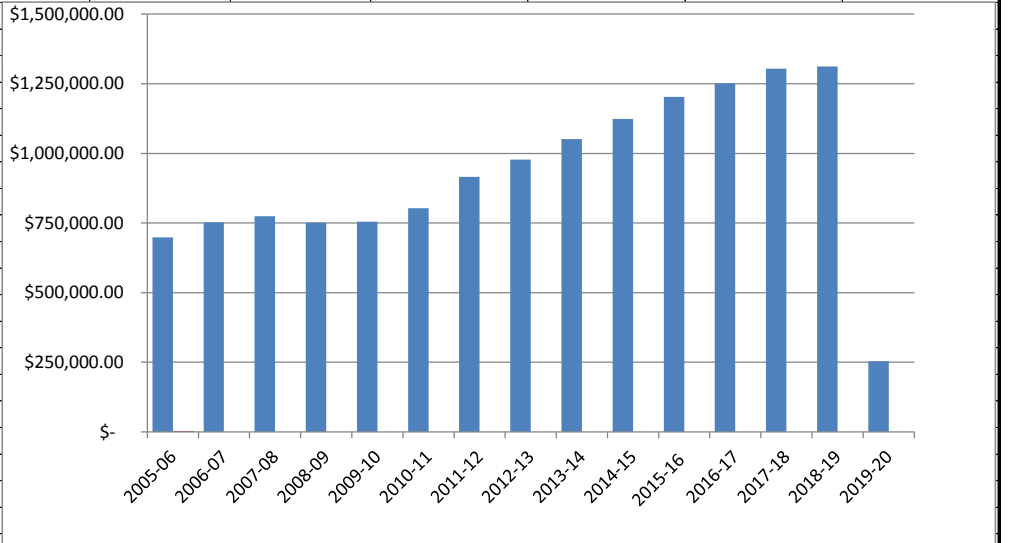


Figures in this document are based on spending by visitors during 2017, including domestic out-of-state visitors, international visitors, and Florida residents who traveled at least 50 miles from home to the destination. They also include both day and overnight trips. Indirect impacts are impacts on non-tourism businesses which provide supplies to tourism businesses (e.g. restaurant suppliers). Induced impacts are impacts on non-tourism businesses due to spending of wages by employees of tourism businesses (e.g. the money spent by a tourism business employee at a grocery store).

**FCTDC Collections Report for
2019-20 Year-to-Date Report
(Through March 2020)**

Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
October	\$ 35,408.91	\$ 32,809.57	\$ 39,697.19	\$ 38,597.69	\$ 39,568.32	\$ 36,996.34	\$ 48,383.10	\$ 53,543.22	\$ 57,651.88	\$ 58,875.87	\$ 75,084.59	\$ 95,107.96
November	\$ 24,824.38	\$ 24,717.35	\$ 27,182.76	\$ 25,888.92	\$ 25,863.47	\$ 26,438.49	\$ 34,441.98	\$ 40,334.08	\$ 34,740.65	\$ 40,065.78	\$ 44,449.24	\$ 46,043.65
December	\$ 20,421.74	\$ 16,055.89	\$ 22,986.95	\$ 23,167.33	\$ 16,530.96	\$ 19,936.19	\$ 21,597.00	\$ 21,510.93	\$ 29,747.90	\$ 30,978.80	\$ 24,692.82	\$ 41,580.49
January	\$ 19,681.48	\$ 26,489.68	\$ 22,911.37	\$ 22,960.20	\$ 26,170.57	\$ 23,359.12	\$ 30,392.62	\$ 33,657.09	\$ 34,707.03	\$ 38,805.36	\$ 47,001.63	\$ 41,668.57
February	\$ 29,294.47	\$ 44,900.59	\$ 40,835.29	\$ 39,452.32	\$ 33,678.97	\$ 34,980.88	\$ 52,045.79	\$ 49,365.87	\$ 52,883.10	\$ 42,754.53	\$ 64,493.95	\$ 60,422.61
March	\$ 51,243.40	\$ 45,643.22	\$ 61,090.70	\$ 49,778.57	\$ 53,116.79	\$ 61,989.52	\$ 66,597.90	\$ 80,880.36	\$ 78,180.12	\$ 83,626.43	\$ 80,017.67	\$ 84,583.19
April	\$ 69,608.73	\$ 70,430.06	\$ 66,135.24	\$ 73,880.65	\$ 53,934.68	\$ 70,610.82	\$ 81,641.55	\$ 90,242.68	\$ 81,115.14	\$ 101,310.37	\$ 103,120.37	\$ 89,949.68
May	\$ 100,486.16	\$ 114,100.71	\$ 123,221.80	\$ 104,769.28	\$ 120,470.95	\$ 90,634.75	\$ 140,203.97	\$ 115,589.54	\$ 135,897.45	\$ 143,700.44	\$ 131,348.44	\$ 110,484.59
June	\$ 107,484.39	\$ 166,403.90	\$ 138,839.79	\$ 143,507.76	\$ 151,640.61	\$ 172,029.99	\$ 143,805.29	\$ 195,838.11	\$ 210,505.76	\$ 195,093.30	\$ 213,948.96	\$ 226,795.48
July	\$ 149,857.23	\$ 95,128.02	\$ 128,027.35	\$ 131,276.62	\$ 114,121.18	\$ 147,874.24	\$ 140,000.40	\$ 153,197.77	\$ 164,199.99	\$ 182,235.52	\$ 253,603.30	\$ 242,036.51
August	\$ 51,353.14	\$ 69,863.99	\$ 57,497.82	\$ 56,312.21	\$ 71,377.70	\$ 60,698.01	\$ 93,912.12	\$ 86,742.96	\$ 107,783.56	\$ 129,879.50	\$ 82,664.07	\$ 121,808.90
September	\$ 38,597.72	\$ 46,282.27	\$ 45,739.57	\$ 41,298.87	\$ 47,760.09	\$ 57,592.93	\$ 63,037.18	\$ 57,170.58	\$ 64,199.48	\$ 75,778.00	\$ 81,869.35	\$ 90,214.19
Totals	\$ 698,261.75	\$ 752,825.25	\$ 774,165.83	\$ 750,890.42	\$ 754,234.29	\$ 803,141.28	\$ 916,058.90	\$ 978,073.19	\$ 1,051,612.06	\$ 1,123,103.90	\$ 1,202,294.39	\$ 1,250,695.82
YOY %		\$ 54,563.50	\$ 21,340.58	\$ (23,275.41)	\$ 3,343.87	\$ 48,906.99	\$ 112,917.62	\$ 62,014.29	\$ 73,538.87	\$ 71,491.84	\$ 79,190.49	\$ 48,401.43
		7.8%	2.8%	-3.0%	0.4%	6.5%	14.1%	6.8%	7.5%	6.8%	7.1%	4.0%

Month	2017-18	2018-19	2019-20	Increase/Decrease	% of Change
October	\$ 85,823.35	\$ 38,416.89	\$ 89,660.28	\$ 51,243.39	133%
November	\$ 49,440.74	\$ 87,784.31	\$ 57,067.01	\$ (30,717.30)	-35%
December	\$ 37,182.43	\$ 46,715.00	\$ 52,526.91	\$ 5,811.91	12%
January	\$ 51,388.51	\$ 52,063.46	\$ 54,422.25	\$ 2,358.79	5%
February	\$ 58,337.94	\$ 66,632.44	\$ 95,017.02	\$ 28,384.58	43%
March	\$ 111,947.32	\$ 127,975.20	\$ 71,946.84	\$ (56,028.36)	-44%
April	\$ 103,422.44	\$ 82,258.08			0%
May	\$ 140,130.14	\$ 166,129.65			0%
June	\$ 269,049.32	\$ 300,092.38			0%
July	\$ 215,933.34	\$ 209,374.07			0%
August	\$ 111,322.92	\$ 134,238.67			0%
September	\$ 70,419.47	\$ 90,051.57			0%
Totals	\$ 1,304,397.92	\$ 1,401,731.72	\$ 420,640.31	\$ 1,053.01	114%
YOY %	\$ 53,702.10	\$ 97,333.80			
	4.3%	7.5%			



* October and November 2018 due to Hurricane Michael statistically are outliers.
 October and November 2019 compared with 2017-18 amounts are more representative, thus, these months show increases of 10% and 9% respectively, or YTD increase of 31%.
 * Coronavirus-19 March 1 - May 18 2020



TRAVEL & EXPENSE POLICY
FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

ADOPTED: _____

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SECTION 1: AUTHORITY

Florida Statutes, Section 112.061

SECTION II: OBJECTIVE AND PURPOSE

To establish regulations and procedures for the Franklin County Board of County Commissioners, employees and authorized persons where authorized travel is necessary and reimbursement is requested. The purpose for this detailed policy is to provide the individuals traveling on official County matters and/or business an effective policy and procedures that comply with Florida Statutes while effectively minimizing the County's travel costs without unfairly burdening the individual traveler.

SECTION III: DEFINITIONS

Elected Officials – County Commissioners.

Appointed Officials – County Coordinator.

Department Head, Agency Head – The highest decision making authority for the specific County Department or Agency as identified by the County Commission.

Employees – All other employees of the Franklin County Board of County Commissioners.

Authorized Person – A person, other than a public officer or employee, who is authorized to incur travel expenses in the performance of the County's official duties, such as a consultant or contractor, a volunteer, or a candidate for an executive or professional position.

Official Headquarters – The location where the employee is assigned to work except that: the official headquarters of a person located in the field shall be the location(s) nearest to the area where the majority of his/her work is performed, or such other location(s) as may be designated by the department head; provided that, in all cases, such destination must be in the best interests of the department and not the convenience of the person. When appropriate, the department head may assign an employee more than one official headquarters.

Point of Origin – The geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination.

Traveler – Elected official, appointed official, department head, agency head, employee, and anyone else who is authorized to travel on official, County business.

Voucher for Reimbursement of Travel Expense – The form adopted by the Board of County Commissioners and to be utilized by all staff and officials subject to this travel policy. The form shall be subject to future amendment and revisions pursuant to Commission instruction and requirements of Florida Statutes.

SECTION IV: SCOPE AND APPLICABILITY

Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Franklin County Board of County Commissioners and must be within limitations described herein and in Chapter 112.061, Florida Statutes, and is in the best interest of the County. This policy applies to all travel as defined in Section VI for any purpose and for which reimbursement will be claimed by officials, employees, and authorized persons of the Franklin County Board of County Commissioners. Such persons are eligible to travel in the conduct of County business or to attend meetings, conferences, conventions, and training sessions for the benefit of the County, at County expense, pursuant to proper authorization prescribed herein. Reimbursement for travel expenses incurred for the purpose of obtaining certifications required for continued employment with Franklin County can be allowable expenses, provided appropriate advance authorization is obtained.

Candidates for employment with Franklin County will be covered under this policy when the Director of Administrative Services or the County Commission deems it to be in the best interest of the County. In addition, consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with this policy. Further, travel by members of volunteer boards and committees in the performance of the County's official duties must receive prior approval in order to be eligible for travel expense reimbursement. When volunteers receive prior approval, the approval will state the terms of reimbursement. Where no specific terms are listed, travel expenses incurred by volunteer on pre-authorized travel will be reimbursed in accordance with this policy.

SECTION V: EXCEPTIONS

Any exceptions or unusual circumstances not provided for in this policy must be documented and will be subject to review and approval by the Board of County Commissioners or designee.

SECTION VI: TYPES OF TRAVEL

- A. Class "A" Travel: continuous travel for a period of 24 hours or more out of the County. The travel day for Class "A" travel shall be a calendar day (midnight to midnight).
- B. Class "B" Travel: continuous travel of less than 24 hours which involved overnight absences out of the County. The travel day for Class "B" travel shall begin at the same time as the travel period. Class A and Class B travel shall include an assignment of official business outside of regular office hours and away from regular places of employment when it is considered necessary to stay overnight and for which travel expenses are approved.
- C. Class "C" Travel: travel for short or day trips where the traveler is not away from his or her official headquarters overnight. No allowance for meals shall be made for day travel.

SECTION VII: TRAVEL AUTHORIZATION

All travel will be conducted pursuant to authorized annual budget allocations. Prior to incurring any Class A or Class B travel expenses for which reimbursement or cash advance is requested, it shall be approved by the County Commission or designee as set forth below. Routine day travel which is included in the annual budget allocation for travel does not need prior authorization and should be reimbursed in accordance with Section X of this policy.

Authority for approval of Class A, Class B, and Class C travel is designated as follows:

Elected Officials:

Travel of individual County Commissioners shall be approved in advance, whenever possible, by the Board of County Commissioners at a regularly scheduled Board meeting. In cases where travel cannot be reviewed and approved prior to the trip, it shall be on the agenda within two meetings following the conclusion of the travel and ratified by the Commissioners thereafter.

Appointed Officials:

Travel of the Director of Administrative Services shall be approved by the Board of County Commissioners. In cases where that travel cannot be reviewed and approved prior to the trip, it shall be approved by the Chairman of the County Commission.

Department Head/Agency Head:

Department/Agency Head's travel must be approved by the County Coordinator or the County Commission.

Employees:

Employees' travel must be approved by their department head.

Other Authorized Persons:

Volunteers and other authorized persons not previously described in this section, traveling for the purpose of performing official duties of the County, must have their travel authorized, in advance, by the department head from whose budget the travel expenses will be paid and County Coordinator OR the County Commission.

The following guidelines shall be used when approving requests for travel:

Funds are available in the budget.

A determination is made that a public purpose is achieved in taking the trip.

SECTION VIII: TRAVEL ADVANCES

County travelers, including elected and appointed officials and employees, may obtain travel advances for advance payment of travel expenses upon completion and approval of the Voucher for Reimbursement of Travel Expenses. Advances should not be sought for amounts less than \$100 unless an explanation of the necessity for the advance is provided.

Upon completion of the travel, all travel advances should be settled within ten (10) working days of return from traveling. No advances for additional trips shall be given until all prior advances have been settled and accuracy attested. Failure to settle advances promptly may result in disciplinary action and/or deduction through payroll.

It is the responsibility of the authorizing department to ensure that the traveler complies with this section of the policy. The department is responsible obtaining Voucher for Reimbursement of Travel Expenses for employees and the County Coordinator is responsible for obtaining the forms for the elected officials. Exceptions to this section of the policy may be made upon written justification of circumstances which necessitates multiple advances.

SECTION IX: PREPAYMENT OF CHARGES

Officials and employees should utilize the county-issued credit card for items such as airline tickets, lodging, car rental, shuttle services, and registration/conference fees, as this is the preferred method of payment. Employees may request prepayment of these items by issuance of a check upon receiving the proper approvals. Requests should be submitted to the County Clerk's Finance Office ten (10) working days prior to the date that payment is needed when possible and upon submission of the required forms. The requirements in Section VIII and Section X for filing Travel Expense Reports and settling advances apply regardless of payment method.

SECTION X: REIMBURSEMENT OF EXPENSES

If an advancement is received, within ten (10) days of completing authorized travel, travelers must sign the confirmation section of the Voucher for Reimbursement of Travel Expense. The Voucher for Reimbursement of Travel Expense should reflect the name of the traveler, the cost of the trip, including all advances and direct payments made. The traveler must sign and date the Voucher for Reimbursement of Travel Expense. Travelers will attest to the accuracy of the form for the actual travel performed. Persons who submit falsified reports are subject to termination. The completed Voucher for Reimbursement of Travel Expense must then be reviewed, approved, and signed by the appropriate department head or their designee. The form is then forwarded to the County Clerk's Finance Office for final review and processing. If the County is due a return of funds from a travel advance, a check payable to Franklin County should be attached to the Voucher.

The following describes allowable expenses and the documentation required. In general, where receipts are required, original receipts should be submitted. If an original receipt is not available, an explanation must be included on the Travel Expense Report. Further, a copy of the meeting/conference/convention/training agenda, when one is provided, must be attached to the Travel Expense Report. When one is not provided, this should be indicated on the form.

Any changes or additions to the cost of the travel made after the Voucher for Reimbursement of Travel Expense is approved must be explained in the confirmation section of the Voucher.

A. Meals and Per Diem

1. Travel outside the County/State in order to conduct bona fide County business shall be reimbursed by the following method pursuant to most current Travel and Per Diem Resolution adopted by the Board of County Commissioners:

Lodging: Actual Cost

Mileage: Standard Mileage Rate established by the Internal Revenue Service on January 1st of each year.

Meals: **Breakfast:** When travel begins before 7:00 a.m. and extends beyond 8:00 a.m. - **\$8.00**

Lunch: When travel begins before 12:00 noon and extends beyond 2:00 p.m. - **\$12.00**

Dinner: When travel begins before 5:00 p.m. and extends beyond 7:00 p.m., OR when travel occurs during nighttime hours due to special assignment - **\$26.00**

2. A County traveler shall not be reimbursed for a meal or lodging included in a convention or conference registration fee paid by the County unless an exception is stated, reviewed and deemed permissible under Florida Statute. A continental breakfast provided as part of the conference/convention registration fee is considered breakfast and may not be claimed for reimbursement. An evening reception or other function that serves only hors d'oeuvres is not considered dinner and the traveler is entitled to seek reimbursement for dinner. However, should the conference/convention registration fee include the provision of any lunches or dinners, these meals may not be claimed for reimbursement.
3. When a meal is provided by a hotel or an airline, the traveler is not allowed to claim the meal for reimbursement.
4. The county should pay directly for lodging. If it is not possible for the county to pay directly, reimbursement will be limited to actual costs. For conferences and conventions, the rate is provided in advance. An itemized hotel receipt must be submitted to claim reimbursement (a credit card receipt is not sufficient). Sales tax on lodging if paid will not be reimbursed. All other reimbursable expenses, such as parking, should be properly listed on the travel reimbursement voucher.
5. When traveling within Florida and not utilizing the Franklin County credit card, an advance check for lodging should be requested from the Clerk's Finance Office and picked up by the traveler to bring on the trip in order to qualify for a sales tax exemption. The traveler must also take a copy of the County's tax exempt certificate. No sales tax will be reimbursed for Florida accommodations that should have been tax exempt.
6. When lodging, transportation and/or meals are paid or provided by any federal, state, or local governmental agency, the traveler shall be reimbursed only for the actual expenses paid by the traveler. Traveler shall not submit request for expenses not paid and/or advanced or reimbursed by another governmental entity.

B. Transportation

Employees must use the most efficient and economical means of travel, which is determined using the following criteria: the nature of the business; the time of the traveler, the impact on productivity of the traveler, the cost of transportation, and projected per diem expenditures; the number of persons making the trip as well as the amount of any equipment or materials that may need to be transported.

- Airline Travel – Coach Fare, by the route and/or rate best suited for the interest of the County, is allowed and must be documented by a paid receipt. Should a traveler select a different route and/or rate, for their own benefit, reimbursement will be limited to the Coach Fare, by the route and/or rate, determined by what is in the best interest of the County. Reimbursement of first class air fare is specifically limited to trips under emergency conditions when coach accommodations are not available. In those instances where an electronic airline ticket was purchased, documentation should include a copy of the traveler’s itinerary, identifying the purchase of the airline ticket, or a separate paid receipt for the airline ticket. Preferred method of payment is the Franklin County Credit Card.
- County-Owned Vehicles – When available, county-owned vehicles may be used for travel. Receipts for expenses must be presented.
- Private Vehicle – Use of a private car for travel is authorized. A traveler using his/her privately owned vehicle will be reimbursed at the most current IRS rate in effect on the date(s) of travel. All mileage shall be shown from point of origin to point of destination. Road and bridge tolls may be claimed in addition to mileage upon presentation of receipts. Vicinity mileage necessary for the conduct of official business is allowable but must be listed separately on the reimbursement request and the purpose explained.
- Train or Bus – Travelers must use the most economical accommodations on short trips, not involving overnight travel. On longer trips, travelers are entitled to comfortable single accommodations. However, in no case will reimbursement exceed the rate of Coach fare for air travel to the destination, except under emergency conditions.
- Taxi, Public Transportation, Parking and Car Rental – The actual costs incurred for normal use of taxi, public transportation and parking are reimbursable upon proper documentation and presentment of receipt. Car rental expense is reimbursable, but only when prior approval is obtained and a receipt is attached. However, a County approved traveler should not purchase collision-damage waivers when renting a car, as the County’s self-insured program is adequate to cover claims. The purchase of “Personal Accident Insurance” by a traveler is also non-reimbursable as employees on authorized business are covered under Workman’s Compensation. The state contract for car rental providers should be used whenever possible. Please contact your department head for preferred state rental car vendors and associated discount rates. Expenses incurred for collision-damage waivers or personal accident insurance will not be reimbursed unless prior approval of an exception is granted.

C. Telephone , Fax and Internet Charges

Only the cost of business calls, faxes, and internet access charges with a stated business purpose are reimbursable. "Collect" calls to County offices are acceptable when required.

D. Registration Fees

Fees for registration, including meals and other programmed events sponsored by the conference or convention organization, should be paid with a county issued credit card whenever possible. Optional fees for recreation and/or entertainment activities associated with a conference or convention are not reimbursable. Fees for non-county officials or non-county employees (e.g., family members) to participate in activities are not reimbursable.

E. Miscellaneous

Any other necessary expense, not otherwise provided for, but incurred for the benefit of the County, must appear together with identification on the Travel Expense Report form. The amount should be reasonable, and, whenever possible, the traveler should obtain and attach receipts to the expense report to substantiate miscellaneous expenditures.

SECTION XI: LOCAL MILEAGE REIMBURSEMENT (CLASS C)

Reimbursement for local mileage shall be submitted on the Voucher for Reimbursement of Travel Expenses form and shall specify:

- the date of the travel
- the origin
- the destination
- the number of miles traveled
- the purpose of the travel
- the amount requested for reimbursement

If the expenses being requested for reimbursement pertain to use of a privately owned vehicle, the reimbursement amount is calculated by multiplying the number of miles traveled by the most current IRS mileage allowance. No receipts are required.

If the expenses being requested for reimbursement pertain to use of a County vehicle, receipts for actual expenses for fuel or tolls must be attached.

The Travel Reimbursement Form shall be submitted monthly and must be signed by the employee requesting the reimbursement and the appropriate department head or designee, to include the Director of Administrative Services.

XII: IMPROPER CLAIMS

Florida Statutes, Section 112.061(10), states “any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.” Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

DULY PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

Chairman

Franklin County Commission

ATTEST:

Marcia M. Johnson, Clerk of Court

CREDIT CARD POLICY

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

All County Personnel who use a Franklin County credit card must abide by the following:

- Always obtain and maintain a receipt of your charges, with a complete breakdown of the items charged.
- You must submit signed receipts to the Clerk’s Finance Office with your statement. Your signature on the receipt will verify that the charges are approved legal expenditures, and your signature on the statement will verify that all receipts for each charge are attached and approved for payment.
- No personal charges are allowed. All charges must serve a public purpose.
- If the card is lost or stolen, you must contact the Clerk’s Finance Office immediately.

Adopted this _____ day of June, 2020.

Noah Lockley, Chairman

ATTEST:

Marcia M. Johnson, Clerk



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Nikki Fried, *Commissioner of Agriculture*

May 1, 2020

Dear Prospective Applicant:

The Florida Department of Law Enforcement received a Coronavirus Emergency Supplemental Funding (CESF) award from the U.S. Department of Justice (DOJ) to be used to prepare for, prevent, and respond to the coronavirus pandemic. FDLE is passing through a portion of this funding as subawards to units of local government.

In order to facilitate the subaward process, the Office of Criminal Justice Grants (OCJG) will require prospective applicants to submit application information **outside of** OCJG's electronic grant management system, SIMON. Applicants interested in applying for funding must complete the following steps:

- Review the subaward solicitation in its entirety
- Ensure the applicant entity is listed on OCJG's Local or State CESF allocation list
- Complete the application narrative questionnaire enclosed
- Complete the subgrant budget detail worksheet enclosed
- Ensure the applicant entity's SAM.gov registration is active

Using the information provided, the assigned OCJG grant manager will prepare a draft of the subgrant agreement in the SIMON system. The OCJG grant manager will notify the applicant's Application Manager when the application draft is complete and ready for review and submission in the system. SIMON will be used for subsequent management of subawards. Additional documentation of items required by federal grant management guidelines may be required.

Please note: To be approved for funding, all proposed activities **must** specifically and clearly tie to preparation, prevention, and response efforts related to the coronavirus pandemic. Proposed activities without a clear link to one of the eligible purposes will not be approved.

If you have any questions, please feel free to call our office at (850) 617-1250 or send an email to criminaljustice@fdle.state.fl.us.

Sincerely,

Rona Kay Cradit
Bureau Chief

RKC/tr

Enclosures

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Instructions: Prospective applicants should review the program solicitation in its entirety prior to beginning their application. Only applicant entities provided on the FDLE Local CESF Allocation list will be approved for funding under the solicitation. In order to receive funding, eligible applicants must complete and submit this questionnaire and the budget detail worksheet to criminaljustice@fdle.state.fl.us.

Part I: Overview

Unit of Local Government Name (Subgrantee): Franklin County Board of County Commissioners

Implementing Agency Name (if applicable): Franklin County Sheriff's Department

Desired Project Period: 01/20/2020 to 01/20/2022 (see page 7 of the solicitation)

Allocation Amount: \$ 50,000.00

Part II: Problem Identification

Briefly describe how the coronavirus has impacted your jurisdiction.

Beginning in mid March a series of closures directed by our Governor and County Commission closed public access to our beaches and state parks that lasted for weeks. Rental Homes were also closed to anyone except owners and boat ramps were closed to local residents only. As we slowly open up we are still under some restrictions for the foreseeable future.

Briefly describe how the coronavirus has impacted your agency's operations.

Our area being a rural and fiscally constrained area made it even more dire to police these restrictions with the lack of hospital beds for the potentially ill. The Franklin County Sheriff's Office had and still has to send out many more deputies to patrol the restricted areas in order to ensure the health and safety of our citizens. As concerned citizens call in to report activity, or as deputies communicate with our dispatch and each other, technology is necessary to ensure rapid and accurate communications all while maintaining an easy an accessible record. Our deputies were not outfitted with the type of remote technology to maintain these types of long distance exchanges with the volume of calls coming in.

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Part III: Scope of Work

Explanations provided below must relate directly to prevention, preparation, and/or response efforts connected to the coronavirus. The explanations should be generic and explain the activity's correlation to coronavirus. Specific line items will be detailed on the budget worksheet.

Does your agency intend to use funds for:

- a) **Salary and benefits for hiring personnel?** Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

[Empty text box for explanation]

- b) **Overtime for personnel?** Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

[Empty text box for explanation]

- c) **Equipment?** Yes No

Amount Allocated: \$ 50,000.00

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

24 Toughbook Laptops and 10 printers to allow for remote communication for our deputies to patrol the restricted areas and respond to calls from concerned citizens. The current laptops the deputies have in their cars were donated and do not fare well in the rough environment of a patrol car. More durable laptops are needed in order to work remotely.

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

d) Supplies?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

e) Training?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

f) Travel?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

g) Other?

Yes No

Amount Allocated: _____

If yes, explain correlation to preventing, preparing for, or responding to coronavirus pandemic.

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Part IV: Performance

As a recipient of CESF funding, subgrantees must report specific data to FDLE on a monthly or quarterly basis as indicated in the final subgrant agreement. Performance reporting will be completed through OCJG's electronic grant management system, SIMON. **Failure to submit the performance report by the deadline will result in a withholding of funds on the subaward.** Data to be collected may include, but not be limited to:

- Amount of funding spent on each activity during the reporting period.
- Number of jobs created or retained as a result of CESF funding (if applicable).
- Number of overtime hours used during the reporting period (if applicable).
- Amount of equipment and/or supplies purchased with CESF funding (if applicable).
- Amount of coronavirus tests purchased with CESF funding (if applicable).
- Number of coronavirus-related trainings conducted (if applicable).

Part V: Grant Contacts and Officials

Applicants for CESF funding must identify key officials in order to approve a subaward in SIMON. Applicants should verify each person listed below has an active SIMON account.

Note: A chief official or chief financial officer may delegate their authority to sign and execute agreements and reports to another individual. However, this action **requires** the submission of a delegation letter signed by chief official or chief financial officer, as applicable, to be emailed to criminaljustice@fdle.state.fl.us.

Unit of Government Chief Official

Name: Noah Lockley, Jr.
 Title: Chairman, Board of County Commission
 Address: 33 Market Street, Suite 203
Apalachicola, FL 32320
 Phone: (850) 653-9783
 Email: noah@franklincountyflorida.com

Implementing Agency Chief Official

Name: AJ Smith
 Title: Sheriff
 Address: 270 State Road 65
Eastpoint, FL 32328
 Phone: (850) 670-8500
 Email: _____

Unit of Government Chief Financial Officer

Name: Marcia M. Johnson
 Title: Clerk of Courts
 Address: 33 Market Street, Suite 203
Apalachicola, FL 32320
 Phone: (850) 653-8861
 Email: mmjohnson@franklinclerk.com

Project Director

Name: Ginger Coulter
 Title: Finance Director, Franklin Co. Sheriff
 Address: 270 State Road 65
Eastpoint, FL 32328
 Phone: (850) 670-8500
 Email: g.coulter@franklinsheriff.com

Application Manager (Point of Contact)

Name: Lindsay Shepard
 Title: Grant Manager, Franklin Co. Sheriff
 Address: 270 State Road 65
Eastpoint, FL 32328
 Phone: (850) 670-8500
 Email: l.shepard@franklinsheriff.com

FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Part VI: Additional Information and Forms

- 1. What is the agency's operating capital outlay threshold? \$ 1,000.00
- 2. With what frequency will the agency report performance and claim reimbursement?
 Monthly Quarterly
- 3. If allocating funds in the contractual services, expenses, or operating capital outlay category, what methods of procurement will be used?
 Quotes Formal Competition Federal GSA State Contract (#): _____
 Noncompetitive (sole source) Other: _____

The following lists certifications and forms required to be submitted with the application. Please review all descriptions carefully. Failure to provide a required form will result in a hold on funds until the form is received.

Pre-Award Certifications	Completed?	Not Applicable?
<u>Subrecipient Management Capabilities and Compliance Questionnaire (SMQ)</u> : Applicants who have not provided an SMQ form to OCJG in the past six months must complete this form.	<input checked="" type="checkbox"/>	(required)

<u>Certification Regarding Lobbying, Debarment and Suspension, and Drug Free Workplace</u> : Applicants are required to complete this certification with each application.	<input checked="" type="checkbox"/>	(required)
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Non-Discrimination Requirements	Completed?	Not Applicable?
<u>EEO Certification</u> : This certification provides information to aid in ensuring compliance with federal EEO regulations. All applicants must complete this form.	<input checked="" type="checkbox"/>	(required)

<u>EEO Plan (Utilization Report)</u> : Subrecipients with 50+ employees that receive a single award of \$25,001-\$499,999 under any U.S. Department of Justice (DOJ) program must provide a copy of this report every two years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<u>EEO Office of Civil Rights Approval Letter</u> : Subrecipients with 50+ employees that receive a single award of \$500,000 or more under any U.S. Department of Justice (DOJ) program must provide a copy of this report every two years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Personnel	Completed?	Not Applicable?
<u>Personnel Tracking Form</u> : Applicants using funds to create new positions, or sustain positions that would otherwise be terminated, must complete the Personnel Tracking form. <u>Note</u> : This does not apply to applicants using funds for overtime only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Pay Policy</u> : Applicants using funds to create new positions, or sustain positions that would otherwise be terminated, must provide a copy of their pay policy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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FY2020 Coronavirus Emergency Supplemental Funding (CESF) Application

Overtime Pay Policy: Applications using funds to cover overtime costs must provide a copy of their overtime pay policy.

Procurements

Completed?

Not Applicable?

Agency Procurement Policy: Applicants using funds to purchased equipment and/or supplies should submit a copy of the procurement policy used to purchase the grant items.

Sole Source Justification Form: Applicants proposing to use the sole source method of procurement should submit a justification form to OCJG for approval.

Procurement of a Single Item Over \$500,000: Applicants proposing to purchase a single item over \$500,000 must submit a written justification on agency letterhead justifying the need for the item. These justifications require approval from DOJ prior to purchase.

Procurement of UAS Systems: Applicants proposing to use funds for the purchase of UAS system must complete the UAS Requirements Checklist. The purchase of UAS systems require approval from DOJ prior to purchase.

Third Party Agreements (Contractual Services)

Completed?

Not Applicable?

Subrecipient v. Contractor Determination Checklist: Applicants allocating funds in the contractual services budget category must complete a determination checklist for each vendor.



Lobbying, Debarment and Drug Free Workplace Certification

W.

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Criminal Justice Grants determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – "Disclosure of Lobbying Activities", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

- (a) The applicant certifies that it and its principals:
 - (i) 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;
 - (ii) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing 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;
 - (iii) 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 this certification; and
 - (iv) 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.
- (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 -

- (a) The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will



Lobbying, Debarment and Drug Free Workplace Certification

W.

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

be taken against employees for violation of such prohibition;

- (ii) Establishing an on-going drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of this statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.
 - (v) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.
 - (vi) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).
- (b) The subgrantee may insert in the space provided below the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

- Certification Regarding Lobbying (required for applications over \$100,000)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)
- Certification Regarding Drug-Free Workplace (required for state agency applications)

Subrecipient: Franklin County Board of County Comm.

Printed Name: Noah Lockley, Jr.

Signature: _____

Title: Chairman

Date: _____

FL-Franklin Co Site Work

 Please Submit Purchase Orders and Disbursement Orders to: sales@wmscom.com

Williams Communications, Inc | 5046 Tennessee Capital Blvd | Tallahassee, FL 32303

 Hilarie W. Gerald | hilarie@wmscom.com

Quote #	SOTLH03542	Date	6/10/2020
Customer	C000000609	Phone	
Contact		Email	
Client PO#		Cell	
Address	Franklin CO BOCC 33 Market Street Ste 305 Apalachicola FL 32320	Ship To	Franklin CO BOCC 33 Market Street Ste 305 Apalachicola FL 32320

COMPANY PROPRIETARY & CONFIDENTIALITY

Item Description	QTY	Client Price	Ext. Total
Roundtrip Mileage	151.80	\$0.74	\$112.33
SVC Tech Man Days Labor	1.00	\$950.00	\$950.00
		Shipping & Handling:	-
		Tax:	-
		Client Total:	\$1,062.33

Quote prices good for thirty calendar days. Quote does not include any applicable sales tax.

Shipping & Handling to be determined .

Custom ordered parts and specialty items are non-refundable. All other items are subject to a 30% restocking fee.

 Williams Communications, Inc | 5046 Tennessee Capital Blvd | Tallahassee, FL 32303
 850-385-1121

DEPARTMENT OF CHILDREN AND FAMILIES
SUBSTANCE ABUSE AND MENTAL HEALTH
(NORTHWEST REGION)

Big Bend Community Based Care
Substance Abuse and Mental Health Managing Entity

Franklin County
Designated Receiving System and
Behavioral Health Transportation Plan

2020-2023

FRANKLIN COUNTY DESIGNATED RECEIVING SYSTEM AND
BEHAVIORAL HEALTH TRANSPORTTION PLAN

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Franklin County Designated Receiving System and Behavioral Health Transportation Plan

Introduction

In accordance with Chapter 394, Part 1, Florida Statutes (the “Florida Mental Health Act or the “Baker Act”) Chapter 397, Florida Statutes, (the “Hal S. Marchman Alcohol and Other Drug Services Act of 1993,”) and specifically sections 394.4573 and 394.462, Florida Statutes, this plan has been developed to organize:

- a centralized system for transportation of persons in need of emergency behavioral health services to an authorized centralized receiving facility; and
- a designated central receiving system to ensure the provision of the ‘No Wrong Door’ model provided in Section 394.4573, Florida Statutes.

This plan requires approval by the Franklin County Board of County Commissioners and Big Bend Community Based Care (Substance Abuse and Mental Health Managing Entity). Upon approval, this document will service as the designated receiving system and transportation plan for Franklin County.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services for individuals accessing emergency behavioral health services;
2. An acknowledgement and agreement of Apalachee Center as the designated Central Receiving Facility for the purposes of transporting individuals accessing emergency behavioral health services;
3. A specialized transportation system that provides an efficient and humane method of transporting patients to the Central Receiving Facility, as designated herein.

Purpose

In the continued best interest of persons in need of public mental healthcare in Franklin County it is agreed that approval and subsequent renewal of this plan will continue the successful established centralized Baker Act/Marchman Act system, in partnership with the Apalachee Center as it is designated Central Receiving Facility. This plan will ensure that individuals accessing emergency behavioral health services pursuant (particularly involuntary psychiatric hospitalization) pursuant to either the Baker Act or the Marchman Act will obtain immediate access to acute services and will provide the following community benefits:

1. Provide for a Central Receiving Facility that is consistent with the ‘No Wrong Door Model’ consists of a designated central receiving facility that serves as a single entry point for persons with mental health or substance use disorders, or co-occurring disorders.
2. Minimize the amount of time Law Enforcement and Emergency Management Services personnel spend on administrative functions when transporting individuals needing

involuntary emergency behavioral health services pursuant to the Baker Act or Marchman Act.

3. Provide the opportunity for jail diversion for individuals where it would be more appropriate than incarceration.
4. Community cost-savings by having a streamlined system of care that minimizes wait times and focuses on getting individuals connected to the appropriate service (Crisis Stabilization or Detox) rather than emergency room services for behavioral health needs.

Franklin County's Designated Receiving (DRS)

Franklin County's Designated Receiving System shall operate as a central receiving system. The Central Receiving Facility for Franklin County has been designated as the Apalachee Center by a grant received through the Department of Children and Families. *This facility is located at: 2634 Capital Circle NE, Tallahassee, FL 32308.*

The Central Receiving Facility (CRF) will serve as the single point of access within the Central Receiving System (CRS) for all individuals transported under the Baker and Marchman Acts. This single point of entry will support the "No Wrong Door" model as described in s. 394.4573 (2)(b)2, and will guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the Central Receiving Facility location when they are subject to the Baker or Marchman Act. The Central Receiving Facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders. Through the assessment process at the Central Receiving Facility, all individuals will be linked with the appropriate level of care (inpatient and/or outpatient) and to the appropriate service provider that can meet their identified needs. Partners in the Central Receiving System includes inpatient programs at Apalachee Center, Tallahassee Memorial Hospital Behavioral Health, and Capital Regional Medical Center Behavioral Health.

Transportation

Upon the entry of an appropriate order or execution of a certificate for involuntary examination, the Franklin County Sheriff's Office ("FCSO") shall take into custody and transport all covered individuals, which includes adults and youth under the age of 18 subject to either an involuntary Baker Act or involuntary Marchman Act order, to the Central Receiving Facility were FCSO shall promptly transfer custody of the covered individual to the Central Receiving Facility.

Medical Treatment

Individuals needing medical treatment should be handled according to FCSO policy and transported to the closest medical hospital. FCSO personnel may request assistance from Franklin County Emergency Medical System if such assistance is needed for the safety of the officer or the person in custody.

FCSO shall comply with all applicable state laws and rules to ensure the safety and dignity of all persons in its custody.

The costs of transportation of persons who have been arrested for violations of any state or local laws may be recovered as provided in section 901.35, Florida Statutes.

The person responsible for payment for such transportation shall be the person receiving transportation. The County shall seek reimbursement from the following sources in the following order:

- (1) From a private or public third-party payor;
- (2) From the person receiving transportation;
- (3) From a financial settlement for medical care, treatment, hospitalization, or transportation payable or accruing to an injured party.

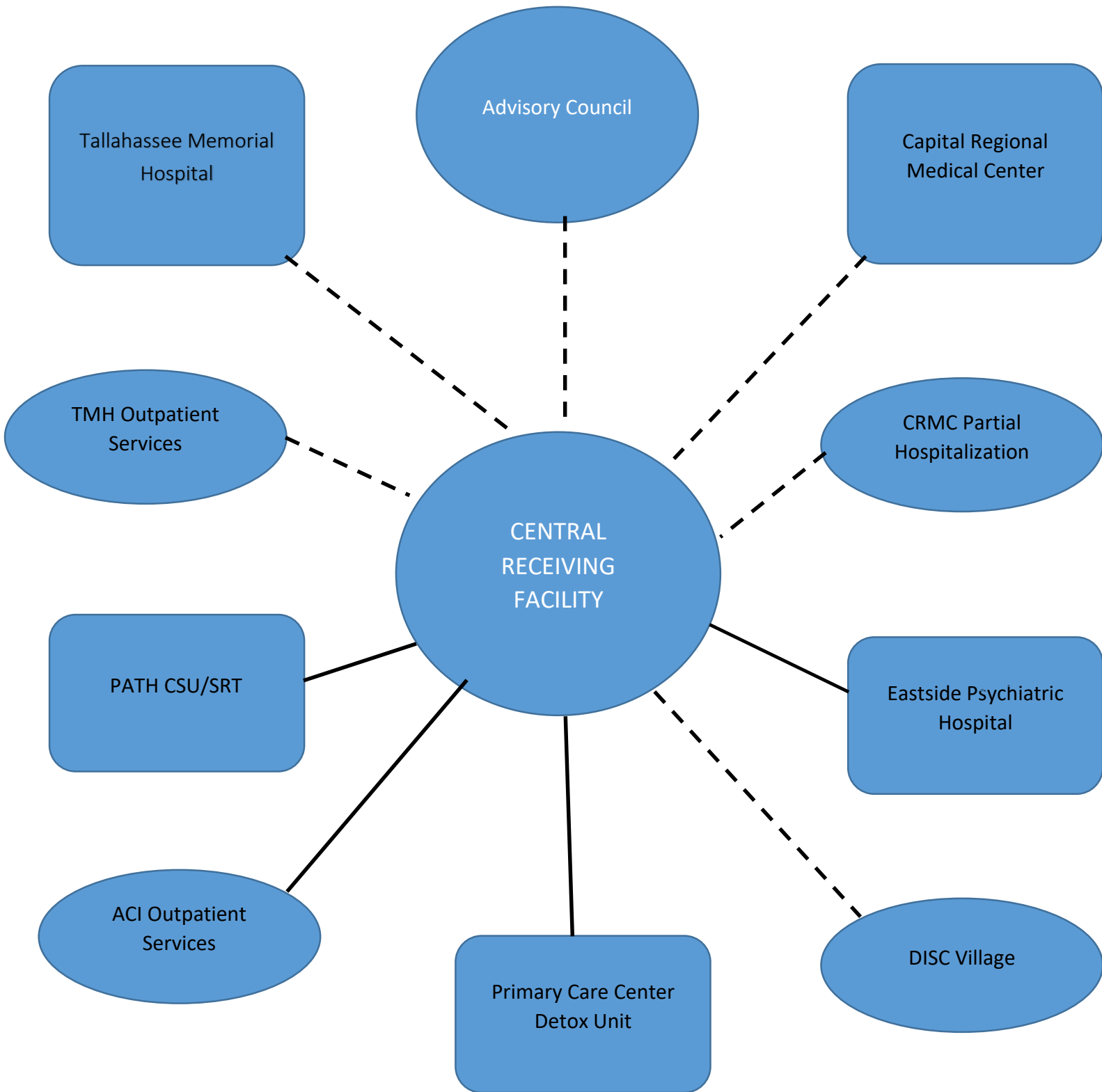
Choice

With Apalachee Center’s designation through a grant award from the Florida Department of Children and Families, Law Enforcement will transport all individuals requiring behavioral health services to a Central Receiving Facility at Apalachee Center. From here, Apalachee Center will collaborate with other crisis stabilization units to appropriately place individuals where needs can be met.

System Oversight

The following chart identifies the relationships between the Central Receiving Facility and the inpatient facilities or partner agencies that are participating in the Central Receiving System. The chart includes the Advisory Council which will provide oversight and guidance to the project. The Advisory Council will include representatives from all three receiving facilities (Apalachee Center, Capital Regional Medical Center, and Tallahassee Memorial Healthcare), law enforcement agencies, Big Bend Community Based Care Managing Entity, A Peer Specialist, NAMI, and a Circuit 2 Judiciary representative.

The solid black line indicates an Apalachee Program and the dotted black line indicates a partner agency or council.



Inter-organizational Collaboration

Implementing a Designated Receiving System and Transportation Plan for covered persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having a the strong support of law enforcement and the behavioral providers, local hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Central Receiving Facility, streamlining efforts for persons in need of emergency behavioral health services. The community support for this plan from Tallahassee Memorial Healthcare, Capital Regional Medical Center, DISC Village, Franklin County Sheriff's Office, and National Alliance on Mental Illness, the Madison County Sheriff's Office, the Franklin County Sheriff's Office, Jefferson County, TCC Police, the Counseling Center at TCC, and the Florida Sheriffs Risk Management Fund.

This plan shall be reviewed by the County and Big Bend Community Based Care at least once every (3) years and undated as necessary.

DEFINITIONS

<u>Baker Act</u>	The Florida Mental Health Act, Part 1 of Chapter 394, Florida Statutes.
<u>Marchman Act:</u>	The Hal S. Marchman Alcohol and Other Drug Services Act.
<u>Central Receiving Facility:</u>	Receiving facility designated by the Department of Children and Families to accept and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment. The central receiving facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders. The Apalachee Center is the current Central Receiving Facility.
<u>Central Receiving System:</u>	A system that consists of a designated central receiving facility that serves as a single entry point for persons with mental health or substance use disorders, or co-occurring disorders.