

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

#### **FEBRUARY 02, 2021**

#### 9:00 AM

#### **AGENDA**

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

#### **Meeting Information**

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 accessible via livestream and Zoom. Those wanting to view the meeting can use the livestream link (<a href="https://facebook.com/forgottencoasttv/">https://facebook.com/forgottencoasttv/</a>) or go to Forgotten Coast TV's Facebook Page. The livestream feed will promptly start 5 minutes before the meeting commences. You do not need a Facebook account to view Facebook live. Those wanting to participate during the meeting should use the Zoom log-in/call-in information provided below. There is a link to a list of videos and Getting Started Resources on the main "Agenda and Minutes" webpage for those unfamiliar with Zoom. If you are experiencing any issues with the livestream or Zoom, call (850) 653-9783 extension 373 for assistance.

To join Zoom via computer, use the link (https://zoom.us/j/92210739587) on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626-6799 or (929) 205-6099 and enter ID number 922 1073 9587#. All attendees are muted by default.

If you would like to speak during the meeting, you have the following options:

First complete the virtual speaker card (<a href="https://www.franklincountyflorida.com/virtual-speaker-card/">https://www.franklincountyflorida.com/virtual-speaker-card/</a>). This card must be submitted to the County Commission Administrative Office prior to the start of the meeting in order for you to speak during the meeting. During "Public Comments" you may comment on a non-agenda item or a non-action agenda item for up to 3-minutes when recognized by the Chairman. You may also address the Commission on an agenda action item for one minute (which may change based on the number of speakers waiting to comment) during the meeting after a motion has been seconded and you are recognized by the Chairman.

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

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

#### Call to Order

#### **Prayer and Pledge**

#### **Approval of Minutes**

A. January 19, 2021 Regular Meeting

#### **Payment of County Bills**

#### **Public Comments**

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

#### **Department Directors Report**

#### Superintendent of Public Works - Howard Nabors

#### A. Informational Item

1. Detail of Work Performed and Material Hauled by District Report (Agenda Packet)

#### Solid Waste Director - Fonda Davis

#### A. Informational Item

1. Right-of-Way Debris Pickup/Recycle Material Hauled Report (Agenda Packet).

#### **Emergency Management Director - Pam Brownell**

#### A. Action Item

1. Request the Board adopt and sign the attached resolution for the County Approved Local Mitigation Strategy (LMS).

#### **B.** Informational Items

- 1. Franklin County has received a waiver for our match portion from Hurricane Hermine.
- 2. EOC Staff continues to work Hurricane Sally from 09/12/20 and continues to work with FDEM and FEMA. Franklin County has two projects for Hurricane Sally.
- 3. Amanda Anthony and Jennifer Daniels passed the All Hazards Events class online with Texas A&M University on 01/28/21. Pamela Brownell is scheduled for the February Class.
- 4. Amanda Anthony attended and passed her G-300 Class 01/19/21 01/21/21.
- 5. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.
- 6. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff's Dept. Weems, EMS, as needed. We also are assisting with Conference Calls, information distribution from DOH via Alert Franklin, Facebook and our EOC Website.
- 7. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.

- 8. EOC Staff continue 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. We are in contact with our PDMG regularly regarding these projects and will update the Board as soon as the State Review is completed. EOC Staff has also began the FEMA reimbursement claim process for COVID-19 and Hurricane Sally.
- 9. Attached is a copy of the DOH Dashboard regarding COVID-19 Cases in Franklin County as of 1/28/21 at 3:00 PM.

#### **Extension Office Director - Erik Lovestrand**

#### A. Informational Items

**General Extension Activities:** 

- 1. During this period, the Extension office assisted citizens on the topics of identifying issues with coastal live oaks, soil sampling for pH test, injured wildlife assistance, and more.
- 2. Extension Director participated in NW Extension district County Director virtual meeting to plan for 2021.
- 3. Extension Director participated as a judge for the ABC School-wide spelling bee.
- 4. Extension Staff assisted a UF student who received an internship during this past semester. As part of her requirements, she needed to interview staff in an Extension office to learn about the role of Extension and responsibilities of various Extension faculty and staff. The interview was conducted virtually, using a video conferencing application.

Sea Grant Extension:

- 5. Extension Director assisted UF's molluscan shellfish specialist during 2 days of field work on Wakulla and Franklin County oyster aquaculture leases. Four cooperating growers are participating in a study to compare growth and survival of triploid oysters from two different parental lines (Louisiana and Florida Broodstock). Temperature loggers have also been placed in growing bags to assess potential stressors that may be correlated with mortality events.
- 6. Extension Director coordinated with Bay and Gulf Extension faculty to plan for this year's volunteer Scallop Sitter program (FWC funded project to restore bay scallops in the Florida Panhandle)
- 4-H Youth Development:
- 7. Public speaking contest is underway in local schools, in preparation for the countywide contest. Competition will take place virtually with students recording their speech and submitting a YouTube video for the judges. County contest has a due date of February 12 for video uploads. Winners will be announced shortly thereafter.

Family and Consumer Sciences:

8. Family Nutrition Program assistant continues to conduct in-person lessons in local schools, with required safety measures in place.

Agriculture/Home Horticulture:

9. Planning is underway for a 2021 Master Gardener course to be offered in the County.

#### **Library Director - Whitney Roundtree**

#### A. Informational Items

- 1. On Saturday, January 23<u>rd</u>, the Friends of the Franklin County Public hosted their annual soup, bread, and book sale fundraiser at the Eastpoint Branch. Thank you to the volunteers and all who attended for their continued support of the libraries. The event will be held again at the Carrabelle Branch on Saturday, February 20<u>th</u> at 10:00 AM.
- 2. A PT employee of the Carrabelle Branch has resigned due to health issues. Since the applicant pool was still fresh and of good quality, I reached out to the previous applicants to see if they would be interested in the position. I reinterviewed applicants and an offer has been extended to a qualified candidate contingent upon successfully passing pre-employment drug screening and background check.
- 3. Program Attendance:

**Eastpoint Branch:** 

Story Time- 9 total Anime Club- 4 Book Chat – 6 Writer's Forum- 5 Diabetes Awareness -1 Carrabelle Branch:

Book Chat- 4 Anime Club- 3 Makerspace- 3 Story Time- 0

4. Upcoming Events:

Eastpoint Branch:

Diabetes Awareness- First Tuesday of the month at 10:00 AM. Book Chat- First Tuesday of the month at 1:30 PM Story Time- 2nd and 4th Tuesday of the month at 3:30 PM. Anime Club- 2nd Thursday of the month at 4:00 PM. Writer's Forum- Third Wednesday of the month at 1:00 PM.

Carrabelle Branch:

Book Chat- Fist Friday of the month at 1:30 PM. Anime Club- 2nd Tuesday of the month at 4:00 PM. Story Time- 2nd and 4th Wednesdays of the month at 3:30 PM. Makerspace- Third Thursday of month at 4:00 PM.

#### <u>Airport Manager -- Jason Puckett -- Report</u>

#### A. Informational Items

- 1. The airport is fully operational with no issues to report at this time. I wanted to take a quick moment and say a big thank you for the equipment purchase that was approved last meeting. We should be receiving the much needed new Zero-Turn mower and new Gator XUV at any time now. This new equipment will be kept in the hangar adjacent to Centric Aviation.
- 2. There is a FDOT grant that will be available in August, 2021 to purchase a new larger tractor and implements for the major mowing at the airport. I am attempting to secure funding for an equipment shed/enclosure so old and new equipment can be kept out of the elements etc...
- 3. Please find below an update on the current projects. There are fewer than normal projects ongoing right now since we completed and closed several grants last year and the FDOT removed the FY2021 funding due to COVID impacts to the state budgets.
- A. Runway 6-24 Electrical Improvements: The construction contact has been executed and the contractor is scheduled to start work soon. This work includes the complete replacement of the Runway 6-24 edge lighting system.
- B. Fuel Farm Replacement: The County received TRIUMPH grant funds to replace the aged fuel farm and design with AVCON will begin as soon as the design task order is approved by TRIUMPH. This project will evaluate three potential fuel farm locations to assist the County

in selecting the ultimate location, two new 12,000-gallon tanks, entirely new fuel system, and self-serve card reader.

- C. Apron Rehabilitation: The County has an FDOT grant to rehabilitate the apron pavement in front of the FBO and along the east and west aprons. As part of this project, the FAA and FDOT are requesting AVCON prepare an apron utilization study which will evaluate the current and future uses of the apron to confirm that all of the apron pavement is justified for federal and state funding.
- 4. I am proud of our airport and the economic impact that it provides to Franklin County. We have a respected name in the aviation community and that speaks volumes to the hard work of all involved to make the airport the best it can be.

#### CARES Act Consultant -- Traci Buzbee -- Update

#### A. Informational Items

- 1. After FDEM questioned the submitted payroll documents, we received additional documentation from the sheriff's office to correct the Phase 1&2 submittal and the Phase 3 request for reimbursement.
- 2. We worked with our liaison last week and submitted the revised request for validation (Phase 1 & 2)
- 3. We submitted the revised Phase 3 on Monday and had discussions with our FDEM liaison.
- 4. We submitted the letter for an extension of the 2020 funds and have until Friday to submit a spend plan. At this time, we do not think we will need the extension, but we will determine that by Thursday once the state has reviewed the RFR we submitted today. FCSO also submitted additional documents that even if there is a question on some of the salaries that we submitted, we still have additional documents that we can compile and submit for the full allocation.
- 5. Phase 1 & 2 \$952,074 (previously received). Phase 3 \$1,163,645 currently under review at the state. Total \$2,115,720.
- 6. Funds spent to date as of 12-30-20 -- \$910,023.26 (unsure if checks have been written in Ianuary).
- 7. Outstanding CARES expenses to be paid once you receive the rest of the funds:

LCSO - Deese Elite \$62,558

LCSO - CAD system \$224,835

Carrabelle Public Safety Employees - \$250,663.02

Apalachicola Public Safety Employees - \$393,093.85

Remaining balance after the above expenses are paid: \$274,546.87

#### ARPC -- Evan Blythe & Josh Adams -- Presentation

A. Mr. Blythe and Mr. Adams will present their findings on the Alligator Point Resiliency Study Presentation.

#### Clerk of Courts - Michele Maxwell - Report

#### Fiscal Manager/Grants Coordinator - Erin Griffith - Report

**A.** Action Items

1. Summary of January 29th Conference Call with US Treasury Regarding RESTORE Projects and authorization to accept planning grant once awarded

Chairman Ricky Jones, Alan Pierce, and I joined Melissa Beaudry and Heather Pullen, Langton Consulting, for an hour long conference call with the new Bureau Chief, Ms. Maureen Klover of the US Treasury RESTORE program. Ms. Klover initiated the call because she wanted to hear from local governments on what needed to be improved in the RESTORE program to make it more responsive to the recipients.

Alan started off the call with a short history of Franklin County's efforts to get projects through the RESTORE system. Ms. Klover seemed receptive to the comments and is working to respond to the requests to Treasury below:

- A. Permission for Franklin County to begin advertising for planning consultants on the dune restoration project and the St. George Island Stormwater project while Treasury finishes the review of various documents that Langton will be submitting. If Treasury will allow Franklin County to advertise while they are reviewing documents this will save one month's time.
- B. Permission to submit an amendment to the MYIP (Multi-Year Implementation Plan) for construction funds while the Planning grant is being utilized. If allowed by Treasury, this will save months of waiting for Treasury to approve funds that have already been authorized for Franklin County.
- C. Permission to make Budget amendments between the two construction grants at a staff level without having to get a full MYIP amendment. If Treasury allows for the staff level approval, then the Board would have latitude to make budget amendments based upon what is in the best interest of the county without going through a full Treasury approval process.

Ms. Klover is checking with her superiors at Treasury regarding the requests above and will let Franklin County know answers as soon as possible. In the event the County receives the go ahead and the planning grant is formally approved by Treasury, *I recommend the Board authorize the Chairman to accept the Planning Grant, and to authorize advertising for planning consultants. This will allow for the project to move forward as quickly as possible.* 

2. Extension of FEMA Funded Recovery Professional Services Agreement

In late 2017, Franklin County solicited an RFQ for engineering services relative to FEMA Funded Recovery Efforts. Franklin County entered into an agreement with Dewberry Engineers to provide this service in February of 2018. The agreement allowed for two (2) year continuing services contract extensions from the date of signature with an option of renewals for up to (5) years total. A draft letter of authorization to extend the agreement as well as a copy of the original agreement and RFQ is attached to this report.

I recommend the Board authorize the extension of the professional services agreement for the additional two year term and allow the chairman to sign the letter of authorization.

3.Island View Park - FEMA Funded Recovery Task Order

Island View Park opened as a new park in August of 2018. Just two months later, Hurricane Michael devastated the area and the park was almost completely destroyed. The construction of this park was handled directly by the various state agencies and upon completion Franklin County was responsible for the maintenance and operation of the park. After Hurricane Michael, the original contractor who did the project, Woods Partners Inc., assisted with the development of the damage descriptions and cost assessment for the FEMA restoration project. The total estimated project cost for the restoration is \$1,325,471. Included in the cost estimate is approximately \$421,000 in mitigation work

which will make the park more resilient to damage from future storms. A copy of the project scope which outlines the damages and mitigation work is attached.

Dewberry Engineers has submitted a Task Order in the amount of \$144,476 to do the necessary design, permitting work, draft bid specifications, construction administration and inspection services to see the project to completion. This proposal is consistent with the FEMA cost curve specification for this type of project.

I recommend the Board authorize the acceptance of Dewberry's Task Order #7 for the Island View Park restoration project.

#### 4. Acceptance of Task Order for Airport Fuel Farm Project

Early last week, AVCON's Task Order #7 for the planning, design, bidding and construction phase services for the Airport Fuel Farm Project was submitted to Triumph for their approval. Franklin County received notification late yesterday that the Task Order had been approved. Once this Board authorizes the acceptance of AVCON's Task Order #7, the design work will take about 90 days to complete and then the county can proceed with advertising for construction. The total cost of this project is estimated to be \$1,084,000 with Triumph funding \$1,059,000 and \$25,000 being paid by the Airport Fund. This project should be on track for completion by June 30th, 2021.

I recommend the Board authorize the acceptance of AVCON's Task Order #7 for the Airport Fuel Farm Project.

#### 5. Employee Job Classification and Pay Plan Study

At the first meeting in January, the Board expressed interest in the development of a job classification and pay plan for County employees. After doing some research, I have found a firm in Tallahassee that is an industry expert in the field. Evergreen Solutions, LLC has performed over 600 of these type of studies for numerous governmental agencies in 46 states including the job classification and pay plan for Gulf County and is currently working on projects with Wakulla and Leon counties. Evergreen's services may be of interest as data is used from peer organizations within a region to compare pay and benefits. Evergreen can also offer suggestions of phased implementation of a pay plan to fit within budgetary constraints.

If there is interest from the Board, I recommend asking a representative from Evergreen to attend the next meeting to give a brief synopsis of the process, objectives, outcomes, an estimate of cost, and answer any questions that the Board may have.

#### **B.** Informational Item

1. Advertisement for Alligator Drive Hurricane Damage Repairs

The bid solicitation for the Alligator Drive Hurricane Damage Repairs was in the newspaper last week and posted on the county website. The project includes 1,250 linear feet of new roadway construction, sheetpile walls with concrete cap, concrete shoulder, water line replacement, striping, stormwater, debris removal, and grassing along Alligator Drive (CR 370) beginning around Tom Roberts Road and ending around George Vause Road. Bids can be submitted to the Clerk's Office through 4:30 p.m. on March 1stand will be opened at the March 2nd commission meeting. The bid solicitation is attached.

#### County Coordinator - Michael Morón - Report

#### A. Action Items

1. Duck Hunting Update: At a recent meeting, the Board discussed complaints received regarding the influx of out of area duck hunter's destruction of local resources such as the recently revived grass beds, the illegal practice of exceeding the allowed bag limits, and the

total disregard of local duck hunting customs. Instead of sending a letter, I contacted the department directly and spoke to Mr. George Warthen, FWC's Director of Hunting and Game Management, about the Board concerns. After meeting with his regional director and staff, Mr. Warthen explained that FWC officers do have access to the shallow water and are doing target enforcement on duck hunters. They are watchful to ensure no natural resources are being destroyed by any of the hunters. He also explained that this is a state-wide problem, and FWC is looking for a long-term solution to hunting issues. In addition, there is an amendment that will be presented to the FWC Commission at this month's meeting that will create a "buffer zone" between hunting and residential areas. What presents an issue for the agency is dealing with the confrontational problems between the local and out of town hunters, but the officers will continue to educate all hunters in order to try and reduce the confrontations. Mr. Warthen is willing to meet with any Commissioner, including going out on the water, to discuss these and other FWC concerns. Board discussion and direction.

2. Vaccine Distribution Update: At your last meeting the Board discussed vaccine distribution issues in the County and directed me to send a letter to Governor DeSantis requesting additional vaccine units on a weekly basis, but a lot has transpired state-wide regarding additional vaccine doses since that meeting. Of significance, is the Small County Coalition's (SCC) executive meeting held to address some of the same concerns raised by this Board at the last meeting. Attached is the SCC's Executive Summary on Vaccine Program Observations and Suggestions Zoom meeting held on January 21st. Last week SCC's President, Chris Doolin, discussed how the Board's concerns aligned and how the Board could support SCC in its efforts to secure additional vaccines for small rural counties like Franklin, especially those that are fiscally constrained. Mr. Doolin agreed to word a draft letter, which is attached to this report, the County could send to FDEM Director Mr. Jared Moskowitz supporting SCC and the Florida Association of Counties efforts to secure an equitable allotment of vaccines in Franklin County. *Board discussion and action to authorize the Chairman's signature on the letter to (FDEM) Director Moskowitz*.

On a related COVID matter, since the beginning of January 2021, COVID positivity trends in Franklin County have been above the recommended 10%, which represents significant community spread and increased exposure to our most vulnerable populations. The first two weeks of January 2021 reported a 20% positivity trend, with 155 new positive cases out of 761 people tested. From January 15th through January 28th positivity trends are still above the recommended benchmark at 16% with 118 new cases. There have been 5 new COVID-19 documented deaths which totals 10 deaths in the County. Positivity trends and COVID-19 documented deaths are monitored using Florida Department of Health data. I provide this information to the Board and public so that everyone continues to follow the CDC guidelines of washing your hands, avoiding large crowds especially inside buildings and poorly ventilated areas, and wearing a mask whenever you are out in public.

- 3. New EOC Building: The Board has been discussing the need for a new EOC since Hurricane Michael. During the last legislative session, the County received approximately \$100,000 for design and engineering of a new EOC, which was decided at a previous meeting, would be located at the airport. Attached (Agenda Packet) to my report is a 4,884 square foot floor plan concept for the new EOC. Discussed at the last meeting, the project architect estimates a cost of \$300 per square foot for total building cost of \$1,465,200.00. This cost does not include other expenses such as office furniture, IT equipment, a generator, site work, parking area, stormwater, water and sewer hook ups, etc. Before proceeding with the actual design, Dewberry, the project engineers, would like the Board to agree to a final concept and square footage. *Board discussion and direction*.
- 4. Weems EMS Grant: Weems is seeking Board approval for what has been referred to as the EMS "Baby" grant. The \$813 grant amount, with an additional \$58.66 from last year's grant,

will be used to send one paramedic to a Critical Care Paramedicine program. *Board action to authorize the Chairman signature on the Resolution for the State of Florida EMS \$813 Grant.* 

- 5. Tax Collector Budget Option: After every election of a new or re-elected tax collector, the Florida Department of Revenue (DOR) offers the tax collector the option of becoming/ remaining a budget or fee officer for the next four years. The Franklin County Tax Collector has always been a budget officer, adhering to the budget policies and procedures of the BOCC, and Mr. Watson would like to remain a budget officer. In order to keep the budget officer status, DOR requires a resolution with the Chairman's signature. Board action to authorize the Chairman's signature on the DOR Resolution to keep the Tax Collector as a budget officer.
- 6. Sheriff's 911 Grants: Due to pending deadlines, the Sheriff's Office asked the Chairman to sign two 911 grant agreements prior to today's meeting. The first is the annual maintenance grant totaling \$34,366.21 and the second is a GIS Data Support grant totaling \$188,270. Board action to ratify the Chairman's signature on both grant agreements.
- 7. CareerSource Agreements: As stated in Mrs. Kim Bodine's attached cover letter, "Local workforce development areas that receive an initial designation by the Governor may be granted a subsequent designation if, for the most two recent program years, the local area performed successfully and sustained fiscal integrity, and in the case of a local area in a planning region, met the regional planning requirements as described in WIOA Sec. 106. The chief elected official must submit a request for subsequent designation (Attachment A) to CareerSource Florida and DEO every two years beginning July 1, 2017. The application to request subsequent designation is due by April 15 of the renewal year." Attached is the Application for Subsequent Local Workforce Development Area Designation, the Local Workforce Development Board Composition and Certification, and the Local Workforce Development Area Designation for the Chairman's signature. Even though these are standard documents signed by the Board every two years, if the Board authorizes the Chairman's signature it will be contingent on Attorney Shuler's review of the documents. Board action to authorize the Chairman's signature on the CareerSource documents contingent on Attorney Shuler's review and approval.
- 8. CARES Act Funds Extension Letter: During Ms. Traci Buzbee's report, the need for the County to request an extension of the agreement (Agreement Y2314) between Franklin County Board of County Commissioners and the Florida Division of Emergency Management for the CARES Act funding beyond the January 29thdeadline was addressed. This extension allowed Ms. Buzbee to submit a revised spend plan on Friday, February 5th. Chairman Jones signed the extension request. Board action to ratify the Chairman's signature on the CARES Act extension letter.
- 9. Building Inspector Status: In December Mr. Steve Paterson received his Florida State Building Inspector certification. That was one of the main reasons Mr. Garry Millender was able to request to change his employment status as the County's Building Official from an employee to a contractor. When the Board approved that change, I should have requested an increase in Mr. Patterson's base annual salary to \$40,000 since, with his certification, his role and responsibility in the Building Department would increase. The Building Department's budget is fee based, not funded from ad valorem taxes. *Board action to authorize the increase in Mr. Paterson's salary to \$40,000 as the County's Building Inspector.*

#### **B.** Informational Items

1. Airport Project Time Extension: Last week, John Collins (AVCON) informed me that the Runway 6-24 Lighting Rehabilitation project contractor, TCA Electrical Construction, requested a 90-day extension of the project time due to delays in receiving materials from suppliers because of COVID. FDOT will extend this grant which is set to expire on April

30<u>th</u> if the contractor is impacted by COVID, therefore, I authorized Mr. Collins to request this extension. I will update the Board on the outcome of the extension request.

- 2. Building Department New Hires: Until further notice the Building Department will be closed to the public (walk-ins & phone calls) on Fridays at 12 noon to allow staff to process permit applications. Hopefully, with our new hires starting this month, Mr. Chance White started yesterday, and Ms. Tanicia Pugh will start on February 15th, we will be in better shape by month's end.
- 3. CDBG Report: Attached to the agenda packet is an information report from Mrs. Deborah Belcher. If you have any questions regarding the report, Mrs. Belcher asked that you give her a call.
- 4. ARPC Meeting Notes: Attached to my report are the January 2021 Board Notes for the Apalachee Regional Planning Council.
- 5. COVID-19 LSE: The Chairman has signed, as authorized by the Board, COVID-19 Local State of Emergency Declarations for the weeks starting January 4th, 11th, 18th, and 25th.
- 6. ANERR Burn: The Apalachicola National Estuarine Research Reserve is planning a burn at the Nick's Hole section of property within the St. George Island Plantation on Thursday, February 4th at 9 am ET. A total of 50 acres will be burned. A map is attached.

#### County Attorney - Michael Shuler - Report

#### **Commissioners' Comments**

#### Adjournment

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

# FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING COURTHOUSE ANNEX, COMMISSION MEETING ROOM JANUARY 19, 2021 9:00 AM MINUTES

Commissioners Present: Ricky Jones-Chairman, Bert Boldt, II-Vice-Chairman, Joseph

Parrish, and Jessica V. Ward

**Commissioners Absent:** Noah Lockley

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

Moron—County Coordinator, and Jessica Gay-Deputy Clerk to the Board

#### Call to Order

Chairman Jones called the meeting to order.

#### **Prayer and Pledge**

Commissioner Boldt said a prayer followed by the Pledge of Allegiance.

#### **Approval of Minutes**

- A. January 5, 2021 Regular Meeting
- B. January 5, 2021 Workshop

On motion by Commissioner Ward, seconded by Commissioner Boldt, and by unanimous vote of the Board present, it was agreed to approve the minutes from the meetings held on January 5, 2021. Motion carried 4-0.

#### **Payment of County Bills**

On motion by Commissioner Parrish, seconded by Commissioner Boldt, and by unanimous vote of the Board present, it was agreed to approve payment of the County Bills. Motion carried 4-0.

#### **Public Comments**

Mr. Steve Kirshenbaum from St. George Island, thanked the Board for their support of the airport and invited the Board to take a tour of the airport.

Mr. Ted Mosteller thanked the Board for their support of the airport and invited the Board to visit the airport.

Mr. Gordon echoed the previous speakers' comments as well as thanked Commissioner Boldt for his recommendation to recreate the airport advisory committee.

#### **Department Directors Report**

#### Superintendent of Public Works - Howard Nabors

#### A. Information Item

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

#### Solid Waste Director - Fonda Davis

Mr. Davis asked the Board to approve an amendment to the Solid Waste Management Grant which would reflect a \$4,454.60 increase for budgets in the Revised Work Plan revising the total Work Plan budget to \$98,204.60.

FCBCC REGULAR MEETING January 19, 2021 Page 2 of 8

On motion by Commissioner Parrish, seconded by Commissioner Boldt to approve an amendment to reflect a \$4,454.60 increase for budgets in the Revised Work Plan revising the total Work Plan budget to \$98,204.60. Motion carried 4-0.

#### A. Information Item

1. Right-of-Way Debris Pickup/Recycle Material Hauled (see attached report)

Mr. Davis along with the Board discussed the county recycling program, replacement of the St. George Island swing set, and the St. George Island bathroom projects. Mr. Moron noted that the bathroom project has been delayed due to the slow delivery of materials.

#### **Emergency Management Director - Pam Brownell**

Mr. Alan Pierce discussed the proposed Emergency Operations Center with the Board noting that the recent quote received from the contractor was \$300 per square foot. At this price, the original \$1.5 million dollars requested from the State may not be sufficient to complete the project. Mrs. Brownell noted that a larger building may better accommodate our growing community. Commissioner Parrish would like the project to continue moving forward and for the County to continue pursuing funds from the State.

#### A. Information Items

- 1. 1/15/21 EOC Staff distributed COVID care bags and mask to members of our venerable population from Mission by the Sea Church in Alligator Point.
- 2. 1/13/21 EOC Staff and CERT members assisted Sherriff's Department in the missing person search and rescue.
- 3. 1/7/21 EOC Staff distributed COVID care bags and mask to members of ourvenerable population from Chillas Hall in Lanark Village.
- 4. EOC Staff continues to work Hurricane Sally from 09/12/20 and continues to workwith FDEM and FEMA.
- 5. EOC Staff continue to participate in the NOAA Tropical Weather Training.
- 6. EOC has submitted our New LMS Plan and corrections to the state and are awaiting approval.
- 7. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.
- 8. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff's Dept. Weems, and EMS, as needed. We also are assisting with Conference Calls, information distribution from DOH via Alert Franklin, Facebook and our EOC Website.
- 9. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.
- 10. EOC Staff continue 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. We are in contact with our PDMG regularly regarding these projects and will update the Board as soon as the State Review is completed. EOC Staff has also began the FEMA reimbursement claim process for COVID-19 and Hurricane Sally.

#### **Extension Office Director - Erik Lovestrand**

#### A. Informational Items

**General Extension Activities:** 

- 1. During this period, the Extension office assisted citizens on the topics of identifying leafspot disease on Pittosporum shrubs, weed identification and treatment options and landscaping pruning practices.
- 2. Extension Director participated in a planning call regarding removal of Hurricane Michael debris from the marshes around Apalachicola Bay.

Sea Grant Extension:

- 3. Extension Director participated in a scheduled meeting of the Apalachicola Bay System Initiative Community Advisory Board.
- 4. Extension Director participated in a full-day seafood HACCP training that was conducted virtually on the web. This is a new development in HACCP training which allows processors to get this training without having to travel to an in-person class.
- 4-H Youth Development:
- 5. Public speaking contest is underway in local schools, in preparation for the countywide contest. Competition will take place virtually with students recording their speech and submitting a YouTube video for the judges. County contest has a due date of February 12 for video uploads. Winners will be announced shortly thereafter.

Family and Consumer Sciences:

6. Family Nutrition Program assistant continues to conduct in-person lessons in local schools, with required safety measures in place.

Agriculture/Home Horticulture:

7. The Master Gardener program is packaging and labeling small packets of various vegetable seeds to distribute free-of-charge at local libraries.

#### TDC Administrator - John Solomon - Report

#### A. Information Items

- 1. Collections Report: October Collections were \$147,542.08, which is a 64.56% increase over October 2019. An increase of \$57,881.80 this is the highest amount ever collected by the Franklin County TDC in the month of October.
- 2. The TDC Board approved creating and placing 20 Consolidated Beach Access signs. The beach access points in the county have many smaller signs advising the public of the rules on our beaches. These new signs will consolidate all of those on one sign and leave room for any additional information that may need to be added at later date.

#### Weems CEO -- David Walker & Health Department Administrator -- Sarah Quaranta -- Update

Mr. Walker and Ms. Quaranta gave an update on COVID-19 vaccinations & vaccine supplies.

Ms. Sarah Quaranta updated the Board on the distribution of COVID-19 vaccinations. The Franklin County Health Department coordinated with Weems Memorial Hospital in order to provide vaccinations as quickly and safely as possible. An online pre-registration portal has been created to allow citizens 65 and older to register for the vaccine as it becomes available. Ms. Quaranta reported that overall around 813 vaccines have been administered in Franklin County. The Board asked questions about the pre-registration process. Mrs Nicole Sandoval confirmed the appointment only vaccinations were given in the order as they are registered.

FCBCC REGULAR MEETING January 19, 2021 Page 4 of 8

through the portal, and as the vaccinations become available to the County. Commissioner Ward noted this is a federal vaccine and cannot be given based on County residency. Commissioner Boldt said it appeared to be an availability issue and not a distribution issue, praising the health care workers for the distribution of vaccinations thus far. Commissioner Parrish would like a letter written to the Governor on behalf of the Commissioners to request additional doses of the vaccine.

On motion by Commissioner Parrish, seconded by Commissioner Boldt for Mr. Moron to draft a letter to Governor Ron DeSantis requesting a larger allocation of the COVID-19 vaccination for Franklin County. Motion carried 4-0.

Commissioner Boldt suggested all five commissioners sign the letter. However, Attorney Shuler noted that Commissioner Lockley is not in attendance and suggested the language be 'by unanimous vote of the Board present'.

#### Texas A&M -- Update

Texas A&M representatives provided a close out report on the Weems Technical Assistance Grant.

Ms. Bree Watzak, Dr. Nancy Dickey and Ms. Andrea Brewer joined the meeting via Zoom to give the Board a brief review of the program over the past year. The Center for Optimizing Rural Health works with rural facilities, their provider and their communities to improve the quality of care, maintain access to care, and address the challenges to small hospitals and the towns the serve. They offer three levels of support: on-site, remote facilitated assistance, and self-directed access to best practices, resources, and tools.

#### Board of Adjustment - Cortni Bankston - Report

A. Consideration of a request for a 20-foot variance for a well and septic from the 100-foot county requirement. Property described as 170 Beacon Street, Carrabelle Beach, Franklin County, Florida. Request submitted by Linda Parker, applicant. (State minimum setback from well and septic is 75 feet)

ABOA recommended approval.

Commissioner Parrish noted that he did not see a hardship, and that there was plenty of room for the well to be placed 100 foot from septic. Chairman Jones said that the gentleman who installed the well was not aware of the County ordinance. Mrs. Amy Kelly explained to the Board the permit had been issued correctly and this was no fault to the homeowner. Mrs. Paige Richards, daughter of property owner Linda Parker, spoke to the Board via Zoom. Mrs. Richards explained that the appropriate spot had been marked on the permit, however, the contractor had not looked at the permit. Mrs. Paige said that her 80 year old mother had waited since October to move in to her new home. Commissioner Ward said she did not feel it was fair to punish Ms. Parker for the mistake. Chairman Jones said if the Board approved the variance, they should also consider changing the ordinance so that it is the same as the State requirements which is a minimum setback from well to septic of 75 feet.

On motion by Commissioner Ward, seconded by Commissioner Parrish to revisit and revise existing ordinance related to wells and septic tanks. Motion carried 4-0.

Attorney Shuler said essentially we will be considering cancellation of the local ordinance and default to the State standards.

On motion by Commissioner Ward, seconded by Commissioner Boldt to approve a 20-foot variance for a well and septic from the 100-foot county requirement on property described as 170 Beacon Street, Carrabelle Beach, and Franklin County, Florida, submitted by Linda Parker. Motion carried 4-0.

#### Public Hearings 10:30 AM (ET)

Postponed until Tuesday, February 16, 2021 at 10:30 a.m. (ET)

19, 2021, the applicant and County mutually agreed to continue the Sapp's Land Use Change Requests and Re-Zoning Requests Public Hearings to Tuesday, February 16, 2021 at 10:30 a.m. (ET). The County anticipates that all Commissioner will be in attendance at this meeting.

- A. 10:30 a.m. (ET): Consideration of a request for Land Use Change of a 6.08 acre parcel lying in Section 22, Township 6 South, Range 4 West, 2514 Highway 67, Carrabelle, Franklin County, Florida from Residential to Commercial. Request submitted by Jamey and Beverly Sapp, applicants.
- B. 10:35 a.m. (ET): Consideration of a request to Re-Zone a 6.08 acre parcel lying in Section 22, Township 6 South, Range 4 West, 2514 Highway 67, Carrabelle, Franklin County, Florida from R-2 Single Family Mobile Home to C-3 Commercial Recreation. Request submitted by Jamey and Beverly Sapp, applicants.
- C. 10:40 a.m. (ET): Consideration of a request for Land Use Change of a 10 acre parcel lying in Section 22, Township 6 South, Range 4 West, 2536 Highway 67, Carrabelle, Franklin County, Florida from Agriculture and Residential to Commercial. Request submitted by Jamey and Beverly Sapp, applicants.
- D. 10:45 a.m. (ET): Consideration of a request for a Re-Zoning of a 10 acre parcel lying in Section 22, Township 6 South, Range 4 West, 2536 Highway 67, Carrabelle, Franklin County, Florida from A-2 Forestry Agriculture and R-2 Residential to C-3 Commercial Recreation. Request submitted by Jamey and Beverly Sapp, applicants.

#### Clerk of Courts - Michele Maxwell - Report

Madam Clerk did not have a report for the Board.

#### Special Projects Coordinator - Alan Pierce - Report

Mr. Alan Pierce reported the County is opening bids for the FEMA repair and the road should be protected before into hurricane season.

Mr. Pierce said he would like to schedule a conference call with the Board Chair and the new director of the Gulf Restoration Project in order to address any complaints. Chairman Jones agreed and Mr. Pierce will coordinate the call.

#### County Coordinator - Michael Morón - Report

#### A. Action Items

1. City of Apalachicola ARPC Appointment: As requested by the Board at an earlier meeting, the City of Apalachicola has recommended City Commissioner Despina George to serve as the County's municipal representative on the Apalachee Regional Planning Council (ARPC). Carrabelle's Mayor has served in this role for the last four years. Usually, the County rotates a representative from the cities every two years. *Board action to appoint City Commissioner Despina George as the County's municipal representative on ARPC.* 

On motion by Commissioner Parrish, seconded by Commissioner Boldt to appoint City Commissioner Despina George as the County's municipal representative on ARPC. Motion carried 4-0.

2. Extension of COVID-19 Leave Policy: The Federal FFCRA Act which mandated large employers provide eligible employees two weeks of emergency paid sick leave due to COVID-19 and the tax credits for private employers for such leave expired on December 31, 2020. On December 21st, Congress passed the Consolidated Appropriations Act (CAA) of 2021 which extended the tax credits for private employers who voluntarily provide the leave through March 31, 2021. As the pandemic is still ongoing, it is at the discretion of the Board if the county will provide an equivalent benefit equal to the unused remainder of the FFCRA emergency paid sick leave through March 31st, 2021 for employees who had not previously used all of the two weeks' time that was provided if an employee was unable to work, including able to telework, because the employee: 1. was subject to a Federal, State or local quarantine or isolation order related to COVID-19 2. had been advised by a health care provider to selfquarantine related to COVID-19 or 3. was experiencing COVID-19 symptoms and was seeking a medical diagnosis. Employees would still need to complete the Emergency Paid Sick Leave Request Form for eligible reasons 1-3 above to utilize this leave through March 31st. Does the BOCC want to authorize providing an equivalent benefit equal to the unused remainder of the FFCRA emergency paid sick leave through March 31st, 2021?

On motion by Commissioner Parrish, seconded by Commissioner Ward to authorize providing an equivalent benefit equal to the unused remainder of the FFCRA emergency paid sick leave through March 31st, 2021. Motion carried 4-0.

3. Airport Equipment Purchase: Jason Puckett, Airport Manager, would like approval to purchase a John Deere Gator along with a 45-gallon bed Sprayer for the Gator and a John Deere Zero Turn Diesel Mower. The repair and maintenance cost on the current equipment has become excessive and is not the best use of the airport funds. The equipment will be purchased at State contract pricing (Sourcewell Ground Maintenance) for \$33,698.17 from Ag-Pro in Tallahassee and paid with Airport funds. Board action to approve the purchase of the ground maintenance equipment for the Airport at a total cost of \$33,698.17.

# On motion by Commissioner Ward, seconded by Commissioner Boldt to approve the purchase of the ground maintenance for the Airport at a total cost of \$33,698.17. Motion carried 4-0.

4. Airport Advisory Committee: At your last meeting, the Board directed me to start the creation an Airport Advisory Committee (AAC) process. I recommend that each Commissioner appoint someone from their district to serve on the AAC, in the same manner and makeup of the Planning and Zoning Commission, Board of Adjustment, and the Hospital Board. This would allow a diverse and cross-section of members that would recommend ideas and projects to this Board. In addition, the Airport Manager and a FBO representative could sit on the Board as ex-officio non-voting members. As you are seeking volunteers to serve on the AAC, the Board should authorize Attorney Shuler to create by-laws to govern the AAC. Board discussion and direction on creating the AAC and authorize Attorney Shuler to create by-laws to govern the AAC.

Chairman Jones inquired as to whether the new advisory committee could use the previous committee's bylaws. Attorney Shuler will research the previous committee's bylaws, if any and determine as to whether than can be revised or new bylaws will need to be drafted. The Board discussed the process of appointing committee members to serve and all concurred they would like an individual appointed from each district. Commissioner Boldt strongly preferred a designee with aviation experience and Chairman Jones preferred someone with economic development background. The Board unanimously agreed to send a list of qualifications to Mr.

Moron in order for him to draft an ad for the newspaper.

On motion by Commissioner Parrish, seconded by Commissioner Boldt authorizing Attorney Shuler to create bylaws to govern the Aviation Advisory Committee. Motion carried 4-0.

5. CDBG Homeowner Application: "A late application for Eastpoint Wildfire CDBG mobile home replacement was submitted by Brenda Lewis, whose mobile home at 659 Wilderness Road was damaged in the fire. I advertised for proposals for single wide mobile homes of quality comparable to what has been purchased through the CDBG program, with a requirement that all work be completed by the April 30, 2021 CDBG grant expiration date. We included an "unspecified site" proposal option, in case something like this came up. Proposals received 12/29/2020 included: Clayton Homes of Panama City, Aspen model, \$84,674 with no extra cost to demolish an existing home, and Ironwood Homes of Perry, Model U-5763E, \$83,975.12 plus \$3,500 for demolition. Clayton Homes apparently has a

better home on their lot than the one they proposed and would offer it at the same price as their other model. The Ms. Lewis is going to look at the Clayton on-site model before the 1/19/2021 BOCC meeting. Requested Action: Approve the application for CDBG mobile home replacement from Brenda Lewis and approve CDBG funding for Brenda Lewis to purchase a replacement single wide mobile home from the models proposed through the County's CDBG Mobile Home Replacement Bid Package #5, or a comparable on-site home for the same price, plus CDBG mortgage recording costs."

On motion by Commissioner Parrish, seconded by Commissioner Ward to approve the application for CDBG mobile home replacement from Brenda Lewis and approve CDBG funding for Brenda Lewis to purchase a replacement single wide mobile home from the models proposed through the County's CDBG Mobile Home Replacement Bid Package #5, or a comparable on-site home for the same price, plus CDBG mortgage recording costs. Motion carried 4-0.

#### **B.** Information Items

- 1. CDBG Information Items: Ms. Belcher has three (3) information items on her report. The first and second items relate to DEO CDBG grant programs and the third is a change in the model of an approved mobile home purchase that does not affect the price. If you have any questions regarding these items do not hesitate to contact Mrs. Belcher.
- 2. SHIP CRF Close-out Packet: Mrs. Lori Switzer-Mills forwarded (included in the agenda packet) the CRF final report submitted to Florida Housing. It shows how many people were served and how much was spent on each activity. There hasn't been any word from the State as yet regarding additional CRF funding. Mrs. Switzer-Mills will inform the Board as soon as she is notified.
- 3. Legislative Funding Requests: I have submitted the County's Legislative funding request to both Senator Ausley and Representative Shoaf. As stated in a previous meeting, I requested \$1.5 million for construction of a new EOC and \$250,000 for the installation of a fire sprinkler/suppression system for the Fort Coombs Armory. I still haven't received any request to include city projects. I will keep the Board updated on these funding requests.
- 4. Building Department: The Building Department will be closed on Friday, January 22, 2021. This will allow staff the opportunity to process the backlog of permits that occurred due to recent COVID-19 quarantine restrictions in the office. I have notified the news media and posted a notice in the Annex Building and on the County's website.

FCBCC REGULAR MEETING January 19, 2021 Page 8 of 8

#### County Attorney - Michael Shuler - Report

Commissioner Parrish brought up an ongoing issue where boats are being left docked at the Abercrombie Boat Landing making them unavailable to the public. Attorney Shuler suggested the Board create an ordinance to ensure the docks are clear.

On a motion by Commissioner Parrish, seconded by Commissioner Boldt authorizing Attorney Shuler to draft an ordinance regarding the time period boats can be docked at all County boat launches. Motion carried 4-0.

Mr. Evan gave a quick update on the Alligator Point analysis study for the washout. Mr. Evan will have a couple of options for the Board to consider moving forward. The Board can expect a presentation at a later meeting.

Attorney Shuler requested guidance from the Board on rescheduling the public hearings for the animal control ordinance, the dock ordinance, and the well and septic ordinance. Attorney Shuler suggested moving the hearings to the first meeting in March. The consensus of the Board was to postpone the public hearings for the animal control ordinance, the dock ordinance, and the well and septic ordinance until the March 2<sup>nd</sup> meeting.

Madam Clerk Maxwell addressed the Board to notify them that her office had missed several invoices in the bill run on Friday, January 15th and a special bill run was necessary to pay the outstanding invoices. The invoices included payments to TDC, SHIP and MSBU.

On motion by Commissioner Parrish, seconded by Commissioner Boldt approving a special bill run to pay the outstanding invoices. Motion carried 4-0.

#### **Commissioners' Comments**

Chairman Jones noted a proposed public shooting range, possibly in the works. Commissioner Boldt said he had a copy of the concept plan from Sam Hand at Florida A&M. Commissioner Parrish spoke in favor of the idea but noted the need for the planning of funding and maintenance.

#### Adjournment

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	Ricky Jones – Chairman
Attest:	
Michele Maxwell – Clerk of Courts	

#### February 2, 2021

# Franklin County Road Department Detail of Work Performed and Material Hauled by District Detail from 1/14/2021 - 1/27/2021

#### District 1

District 1		
Work Performed:	<u>Date</u>	<u>Road</u>
Pot hole Repair (Fill)	1/20/2021	Begonia Street
Litter Pickup	1/20/2021	1st Street
Litter Pickup	1/20/2021	2nd Street
Litter Pickup	1/20/2021	3rd Street
Pot hole Repair (Fill)	1/21/2021	David Street
Pot hole Repair (Fill)	1/21/2021	South Franklin Street
Pot hole Repair (Fill)	1/21/2021	Avenue A (District 1)
Pot hole Repair (Fill)	1/21/2021	Lucius Crum Road
Pot hole Repair (Fill)	1/21/2021	2nd Street
Pot hole Repair (Fill)	1/21/2021	State Street
Pot hole Repair (Fill)	1/21/2021	Shuler Avenue
Pot hole Repair (Fill)	1/21/2021	Dunlap Road
Pot hole Repair (Fill)	1/21/2021	Gilbert Street
Pot hole Repair (Fill)	1/21/2021	Hickory Dip Road
Pot hole Repair (Fill)	1/21/2021	David Street
Pot hole Repair (Fill)	1/21/2021	Bay Street
Pot hole Repair (Fill)	1/21/2021	Hickory Dip Road
Pot hole Repair (Fill)	1/21/2021	Patton Drive
Pot hole Repair (Fill)	1/21/2021	South Franklin Street
Pot hole Repair (Fill)	1/21/2021	Avenue A (District 1)
Flagged	1/21/2021	Ridgecrest Parkway
Pot hole Repair (Fill)	1/21/2021	W 2nd Street
Pot hole Repair (Fill)	1/21/2021	Lucius Crum Road
Pot hole Repair (Fill)	1/21/2021	Avenue A (District 1)
Culvert installation	1/21/2021	Ridgecrest Parkway
Pot hole Repair (Fill)	1/21/2021	Shuler Avenue
Pot hole Repair (Fill)	1/21/2021	State Street
Pot hole Repair (Fill)	1/21/2021	Dunlap Road
Pot hole Repair (Fill)	1/21/2021	Gilbert Street
Pot hole Repair (Fill)	1/21/2021	Power Drive
Pot hole Repair (Fill)	1/21/2021	Bay Street
Pot hole Repair (Fill)	1/21/2021	Bay Street
Pot hole Repair (Fill)	1/21/2021	N Franklin Street
Pot hole Repair (Fill)	1/21/2021	Patton Drive
Pot hole Repair (Fill)	1/21/2021	2nd Street
Pot hole Repair (Fill)	1/21/2021	State Street
Pot hole Repair (Fill)	1/21/2021	Shuler Avenue
Pot hole Repair (Fill)	1/21/2021	Dunlap Road
Pot hole Repair (Fill)	1/21/2021	Gilbert Street
Pot hole Repair (Fill)	1/21/2021	Patton Drive
Pot hole Repair (Fill)	1/21/2021	Power Drive
Pot hole Repair (Fill)	1/21/2021	W Bay Shore Drive
Pot hole Repair (Fill)	1/21/2021	David Street
Pot hole Repair (Fill)	1/21/2021	Hickory Dip Road

#### Α.

### District 1 Work Performed: Date Road

DISTRICT T		
Work Performed:	<u>Date</u>	Road
Litter Pickup	1/25/2021	Gilbert Street
Litter Pickup	1/25/2021	Tallahassee Street
Litter Pickup	1/25/2021	Dunlap Road
Litter Pickup	1/25/2021	Avenue A (District 1)
Pot hole Repair (Fill)	1/25/2021	W 12th Street
Litter Pickup	1/25/2021	Tallahassee Street
Litter Pickup	1/25/2021	Gilbert Street
Litter Pickup	1/25/2021	Dunlap Road
Litter Pickup	1/25/2021	Avenue A (District 1)
Pot hole Repair (Fill)	1/25/2021	W 12th Street
Litter Pickup	1/25/2021	Dunlap Road
Litter Pickup	1/25/2021	Tallahassee Street
Litter Pickup	1/25/2021	Gilbert Street
Litter Pickup	1/25/2021	Avenue A (District 1)
Pot hole Repair (Fill)	1/25/2021	W 12th Street
Flagged, Culvert installation, Dig out ditches	1/26/2021	N Bay Shore Drive
Sign Maintenance	1/26/2021	Old Ferry Dock Road
Flagged, Culvert installation, Dig out ditches	1/26/2021	N Bay Shore Drive
Cleaned out culverts	1/26/2021	Twin Lakes Road
Culvert installation	1/26/2021	N Bay Shore Drive
Sign Maintenance	1/26/2021	Old Ferry Dock Road
Shovel Dirt off of road	1/26/2021	Twin Lakes Road
Culvert installation, Dig out ditches	1/26/2021	N Bay Shore Drive
Litter Pickup	1/27/2021	Washington Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/27/2021	Dunlap Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/27/2021	Washington Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/27/2021	Tallahassee Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/27/2021	Jefferson Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/27/2021	Dunlap Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/27/2021	Tallahassee Street
Litter Pickup	1/27/2021	Jefferson Street
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/27/2021	Washington Street
Sign Maintenance	1/27/2021	Franklin Blvd (State Road)

Sign Maintenance

0

Material HAUL From:	<u>Date</u>	Road	Cubic Yards	<u>Tons</u>
Litter	1/20/2021	1st Street	0.100000001	0
Litter	1/20/2021	3rd Street	0.5	0
Litter	1/20/2021	2nd Street	0.5	0
Litter	1/25/2021	Dunlap Road	1	0
Litter	1/25/2021	Avenue A (District 1)	1	0
Litter	1/25/2021	Gilbert Street	1	0
Litter	1/25/2021	Tallahassee Street	1	0
Litter	1/27/2021	Jefferson Street	4	0
Litter	1/27/2021	Washington Street	5	0
Litter	1/27/2021	Dunlap Road	2	o L

1/27/2021

South Bay Shore Drive

Material HAUL From:	<u>Date</u>	Road	<b>Cubic Yards</b>	<u>Tons</u>
Litter	1/27/2021	Tallahassee Street	3	0
Litter		TOTAL	19.10000000	0
Material HAUL To:	<u>Date</u>	Road	Cubic Yards	<u>Tons</u>
Black Dirt	1/21/2021	Ridgecrest Parkway	18	0
Black Dirt		TOTAL	18	0
Cold Mix, Asphalt	1/20/2021	Begonia Street	3	0
Cold Mix, Asphalt		TOTAL	3	0
Dirty 89 Lime Rock	1/21/2021	Ridgecrest Parkway	18	0
Dirty 89 Lime Rock		TOTAL	18	0
Milled Asphalt	1/21/2021	Lucius Crum Road	0.200000003	0
Milled Asphalt	1/21/2021	Avenue A (District 1)	0.200000003	0
Milled Asphalt	1/21/2021	South Franklin Street	0.200000003	0
Milled Asphalt	1/21/2021	David Street	0.200000003	0
Milled Asphalt	1/21/2021	State Street	0.200000003	0
Milled Asphalt	1/21/2021	Dunlap Road	0.200000003	0
Milled Asphalt	1/21/2021	2nd Street	0.200000003	0
Milled Asphalt	1/21/2021	Shuler Avenue	0.200000003	0
Milled Asphalt	1/21/2021	W Bay Shore Drive	3	0
Milled Asphalt	1/21/2021	Gilbert Street	0.200000003	0
Milled Asphalt	1/21/2021	Patton Drive	0.200000003	0
Milled Asphalt	1/21/2021	W 2nd Street	3	0
Milled Asphalt	1/21/2021	Bay Street	0.200000003	0
Milled Asphalt	1/21/2021	Hickory Dip Road	0.200000003	0
Milled Asphalt	1/21/2021	Power Drive	0.200000003	0
Milled Asphalt	1/25/2021	W 12th Street	6	0

14.60000004 0 Milled Asphalt TOTAL

#### **District 2**

Work Performed:	<u>Date</u>	Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/14/2021	West Drive
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/14/2021	West Drive
Pot hole Repair (Fill), Road Repair	1/14/2021	Jeff Sanders Road
Box drag	1/19/2021	Ken Cope Ave
Litter Pickup	1/19/2021	Lake Morality Road
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	1/19/2021	Kendrick Road
Swept	1/19/2021	CR67
Weed Eat & Cut Grass around signs & Culverts	1/19/2021	Kendrick Road
Box drag	1/19/2021	Jeff Sanders Road
Box drag	1/19/2021	McIntyre Road
Pot hole Repair (Fill)	1/19/2021	Lake Morality Road
Swept	1/19/2021	CR67
Litter Pickup	1/19/2021	Lake Morality Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Spring Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Hinton Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Oak Street (Louisiana Ave/Pinewood Ave)
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/20/2021	Putnal Street
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/20/2021	Heffernan Drive

**Work Performed:** 

Cold Mix, Asphalt

Dirty 89 Lime Rock

Work Ferromea.	<u> </u>	<del></del>		
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/20/2021	Oak Street (Louisiana Ave/Pinewood Ave		
Trim Trees	1/20/2021	Elder Street		
Culvert installation	1/20/2021	Florida Avenue (East)		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Putnal Street		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Heffernan Drive		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Oak Street (Louisiana Ave/Pinewood Ave	)	
Culvert installation	1/20/2021	Florida Avenue (East)		
Culvert installation	1/20/2021	Elder Street		
Box drag	1/20/2021	I Avenue NE (City of Carrabelle)		
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Heffernan Drive		
Box drag	1/20/2021	4th Street E (City of Carrabelle)		
Box drag	1/21/2021	Duvall Road		
Driveway repair	1/21/2021	Florida Street		
Box drag	1/21/2021	Collins Avenue		
Box drag	1/21/2021	Titi Street		
Box drag	1/21/2021	Kansas Street		
Box drag	1/21/2021	Idaho Street		
Box drag	1/21/2021	Arizona Street		
Driveway repair	1/21/2021	Elder Street		
Box drag	1/25/2021	Duvall Road		
Inmate School	1/25/2021	Franklin County Corrections Facility		
Litter Pickup	1/25/2021	CR67		
Litter Pickup	1/25/2021	Rio Vista Drive		
Litter Pickup	1/25/2021	Alligator Drive (Temporary Road)		
Litter Pickup	1/25/2021	Alligator Drive		
Litter Pickup	1/25/2021	CR67		
Litter Pickup	1/25/2021	Rio Vista Drive		
Litter Pickup	1/25/2021	Alligator Drive		
Litter Pickup	1/25/2021	Alligator Drive (Temporary Road)		
Box drag	1/26/2021	Jeff Sanders Road		
Inmate School	1/26/2021	Franklin County Corrections Facility		
Box drag	1/26/2021	Duvall Road		
			0	
Material HAUL From:	<u>Date</u>	Road	Cubic Yards	<u>Tons</u>
Litter	1/14/2021	West Drive	6	0
Litter	1/19/2021	Kendrick Road	2	0
Litter	1/19/2021	Lake Morality Road	3	0
Litter		TOTAL	11	0
Material HAUL To:	<u>Date</u>	Road	Cubic Yards	Tons
Black Dirt	1/20/2021	Elder Street	18	0
Black Dirt	1/21/2021	Duvall Road	18	0
Black Dirt	1/25/2021	Duvall Road	18	0
Black Dirt	. , -	TOTAL	54	0
Cold Mix, Asphalt	1/19/2021	Lake Morality Road		0
Colu Ivila, Aspiralt	1/19/2021	Lake Morality Rodu	4	U

1/14/2021

**Date** 

Road

4

8

0

0

**TOTAL** 

Jeff Sanders Road

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<u></u>	A.

Material HAUL To:	<u>Date</u>	Road	Cubic Yards	<u>Tons</u>
Dirty 89 Lime Rock		TOTAL	8	0
Sand	1/25/2021	Duvall Road	18	0
Sand		TOTAL	18	0

DISTRICT 3		
Work Performed:	<u>Date</u>	Road
Litter Pickup	1/26/2021	Coach Wagner Blvd (14th Street) (City of Apalachicola)
Litter Pickup	1/26/2021	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	1/26/2021	Weems Memorial Hospital
Litter Pickup	1/26/2021	Earl King Street (City of Apalachicola)
Litter Pickup	1/26/2021	Weems Memorial Hospital
Litter Pickup	1/26/2021	Jacobie Lane (City of Apalachicola)
Litter Pickup	1/26/2021	Health Department (Apalachicola)
Litter Pickup	1/26/2021	Health Department (Apalachicola)
Litter Pickup	1/26/2021	Avenue I (City of Apalachicola)
Litter Pickup	1/26/2021	Jacobie Lane (City of Apalachicola)
Litter Pickup	1/26/2021	9th Street (City of Apalachicola)
Litter Pickup	1/26/2021	Coach Wagner Blvd (14th Street) (City of Apalachicola)
Litter Pickup	1/26/2021	Earl King Street (City of Apalachicola)
Litter Pickup	1/26/2021	9th Street (City of Apalachicola)
Litter Pickup	1/26/2021	Jacobie Lane (City of Apalachicola)
Litter Pickup	1/26/2021	Avenue I (City of Apalachicola)
Litter Pickup	1/26/2021	Coach Wagner Blvd (14th Street) (City of Apalachicola)
Litter Pickup	1/26/2021	Earl King Street (City of Apalachicola)
Litter Pickup	1/26/2021	Health Department (Apalachicola)
Litter Pickup	1/26/2021	9th Street (City of Apalachicola)
Litter Pickup	1/26/2021	Weems Memorial Hospital
Litter Pickup	1/26/2021	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	1/26/2021	Avenue I (City of Apalachicola)
Litter Pickup	1/26/2021	Martin Luther King Jr. Ave. (City of Apalachic

**Material HAUL From: Date** Road **Cubic Yards** Tons Litter 1/26/2021 Coach Wagner Blvd (14th Street) (City of 1 0 Apalachicola) 1/26/2021 Earl King Street (City of Apalachicola) Litter 1 0 Litter 1/26/2021 Jacobie Lane (City of Apalachicola) 1 0 Litter 1/26/2021 Martin Luther King Jr. Ave. (City of Apalachic 0 Litter 1/26/2021 Avenue I (City of Apalachicola) 0 1 Litter 1/26/2021 Weems Memorial Hospital 1 0 Litter 1/26/2021 Health Department (Apalachicola) 1 0 Litter 1/26/2021 9th Street (City of Apalachicola) 1 0 8 0 Litter TOTAL

District 4

Work Performed:DateRoadBox drag1/14/2021Buddy Ward ParkWeed Eat & Cut Grass around signs & Culverts, Cut grass in ditches,<br/>Litter Pickup1/14/2021Brownsville Road

0

DISTRICT 4		
Work Performed:	<u>Date</u>	Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches, Litter Pickup	1/14/2021	Jackie Whitehurst Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	1/14/2021	Brownsville Road
Box drag	1/14/2021	13 Mile
Box drag	1/14/2021	Teat Road
Litter Pickup	1/19/2021	CR30A
Litter Pickup	1/19/2021	10 Mile
Flagged	1/19/2021	Peachtree Road
Flagged	1/19/2021	Bluff Road
Culvert installation, Rake Shoulders of Road, Driveway repair	1/19/2021	Bluff Road
Weed Eat & Cut Grass around signs & Culverts	1/19/2021	CR30A
Dig out ditches, Culvert installation	1/19/2021	Bluff Road
Litter Pickup	1/19/2021	8 Mile
Pot hole Repair (Fill), Litter Pickup, Cut Trees down and removed, Weed Eat & Cut Grass around signs & Culverts	1/19/2021	CR30A
Litter Pickup	1/19/2021	10 Mile
Weed Eat & Cut Grass around signs & Culverts, Cut Trees down and removed	1/19/2021	CR30A
Weed Eat & Cut Grass around signs & Culverts	1/19/2021	Bay City Road
Litter Pickup	1/19/2021	8 Mile
Cut grass in ditches, Weed Eat & Cut Grass around signs & Culverts	1/20/2021	Apalachee Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Apalachee Street
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Bluff Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Pine Log Road
Rake Shoulders of Road, Driveway repair	1/20/2021	Peachtree Road
Litter Pickup	1/27/2021	Linden Road
Litter Pickup	1/27/2021	Squire Road
Litter Pickup	1/27/2021	Peachtree Road
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup, Cut grass in ditches	1/27/2021	Pine Drive

			0		
Material HAUL From:	<u>Date</u>	Road	Cubic Yards	Tons	
Black Dirt	1/19/2021	Bluff Road	36	0	
Black Dirt		TOTAL	36	0	
Ditch Dirt	1/26/2021	Bluff Road	18	0	
Ditch Dirt		TOTAL	18	0	
Litter	1/27/2021	Pine Drive	2	0	
Litter		TOTAL	2	0	
Material HAUL To:	<u>Date</u>	Road	Cubic Yards	Tons	
Black Dirt	1/14/2021	13 Mile	36	0	
Black Dirt		TOTAL	36	0	
Cold Mix, Asphalt	1/19/2021	CR30A	5	0	
Cold Mix, Asphalt		TOTAL	5	0	
Dirty 89 Lime Rock	1/14/2021	Buddy Ward Park	18	0	
Dirty 89 Lime Rock	1/19/2021	Bluff Road	18	0	
Dirty 89 Lime Rock	1/19/2021	Peachtree Road	18	0	24
Dirty 89 Lime Rock	1/26/2021	Bluff Road	18	0	

Material HAUL To:	<u>Date</u>	Road	<b>Cubic Yards</b>	<u>Tons</u>
Dirty 89 Lime Rock		TOTAL	72	0
Sand	1/19/2021	Bluff Road	18	0
Sand	1/26/2021	Bluff Road	18	0
Sand		TOTAL	36	0

#### District 5

District 5		
Work Performed:	<u>Date</u>	<u>Road</u>
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/14/2021	Carlton Millender Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/14/2021	Sanborn Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/14/2021	Carlton Millender Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass in ditches	1/20/2021	Tricia's Way
Pot hole Repair (Fill)	1/20/2021	Bear Creek Rd
Litter Pickup	1/20/2021	4th Street
Litter Pickup	1/20/2021	6th Street
Litter Pickup	1/20/2021	8th Street
Box drag	1/20/2021	Mill Road
Box drag	1/20/2021	Avenue G NW (City of Carrabelle)
Pot hole Repair (Fill)	1/21/2021	Bear Creek Rd
Box drag	1/21/2021	Maine Street
Pot hole Repair (Fill)	1/21/2021	Avenue A (District 5)
Pot hole Repair (Fill)	1/21/2021	Cypress Lane
Pot hole Repair (Fill)	1/21/2021	Power Line Road (Forestry Road #166)
Pot hole Repair (Fill)	1/21/2021	Cypress Lane
Pot hole Repair (Fill)	1/21/2021	Avenue A (District 5)
Pot hole Repair (Fill)	1/21/2021	Bear Creek Rd
Pot hole Repair (Fill)	1/21/2021	Avenue A (District 5)
Pot hole Repair (Fill)	1/21/2021	Bear Creek Rd
Litter Pickup	1/25/2021	Bear Creek Rd
Tree Removal	1/25/2021	Bloody Bluff Road
Checked county roads for safety of traveling for public	1/25/2021	Sand Beach Road
Checked county roads for safety of traveling for public	1/25/2021	Gardners Landing Road
Checked county roads for safety of traveling for public	1/25/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	1/25/2021	Bloody Bluff Road
Checked county roads for safety of traveling for public	1/25/2021	Wright Lake Road (Forestry Road #101)
Litter Pickup	1/25/2021	Avenue A (District 5)
Litter Pickup	1/25/2021	Bear Creek Rd
Litter Pickup	1/25/2021	Avenue A (District 5)
Litter Pickup	1/25/2021	Bear Creek Rd
Litter Pickup	1/25/2021	Avenue A (District 5)
Checked county roads for safety of traveling for public	1/27/2021	Sand Beach Road
Checked county roads for safety of traveling for public	1/27/2021	Bloody Bluff Road
Checked county roads for safety of traveling for public	1/27/2021	Gardners Landing Road
Checked county roads for safety of traveling for public	1/27/2021	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	1/27/2021	Wright Lake Road (Forestry Road #101)

Material HAUL From:	<u>Date</u>	Road	Cubic Yards	<u>Tons</u>
Litter	1/14/2021	Carlton Millender Road	10	0
Litter	1/20/2021	8th Street	0.5	0

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Material HAUL From:	<u>Date</u>	Road	Cubic Yards	<u>Tons</u>
Litter	1/20/2021	4th Street	0.5	0 L
Litter	1/20/2021	6th Street	0.5	0
Litter	1/25/2021	Avenue A (District 5)	1	0
Litter	1/25/2021	Bear Creek Rd	1	0
Litter		TOTAL	13.5	0
Material HAUL To:	Date	Road	Cubic Yards	Tons
		<u></u>		
Cold Mix, Asphalt	1/20/2021	Bear Creek Rd	3	0
Cold Mix, Asphalt		Bear Creek Rd	3	0
Cold Mix, Asphalt  Cold Mix, Asphalt	1/20/2021	Bear Creek Rd  TOTAL	3 3	0 0
Cold Mix, Asphalt  Cold Mix, Asphalt  Milled Asphalt	1/20/2021	TOTAL  Cypress Lane	3 3 0.200000003	0 0 0 0



**MEETING DATE:** February 2, 2021

NAME/DEPARTMENT/AGENCY: Fonda D. Davis

Solid Waste & Recycling, Animal Control, Parks & Recreation

**TOTAL ATTACHMENTS:** 0

\_\_\_\_\_\_

**Information Items:** 

#### **FOR BOARD INFORMATION:**

### Right-of-Way Debris Pickup/Recycle Material Hauled January 18, 2021-January 26, 2021

**RIGHT-OF-WAY DEBRIS PICKUP** 

Apalachicola	Eastpoint	St George	Carrabelle	Lanark	Alligator Point
		Island			
90.51	27.36	3.68	1.36	-0-	-0-
TONS	TONS	TONS	TONS	TONS	TONS

#### **RECYCLE MATERIAL HAULED**

	Apalachicola	Eastpoint	St.	Carrabelle	Lanark	Alligator	St.
			George			Point	James
			Island				
Cardboard	3.98	3.49	2.56	1.42	-0-	-0-	-0-
	TONS	TONS	TONS	TONS	TONS	TONS	TONS
Plastic,Paper,Glass, Aluminum	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS	-0- TONS

**REQUESTED ACTION: None** 

### RESOLUTION

### BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY

WHEREAS, the Franklin County Board of County Commissioners created a Local Mitigation Strategy Task Force comprised of county, municipal representatives, private citizens, local and regional agencies involved in hazard mitigation activities, and agencies having authority to regulate development including businesses and other private and non-profit interests; and

**WHEREAS**, the Board charged the Task Force with the responsibility to assess the hazards facing the county and to identify the initiatives designed to reduce the impacts of those hazards; and

**WHEREAS**, the Task Force has completed the hazard assessment and has identified numerous initiatives designed to reduce the impact of future disasters; and

**WHEREAS**, the Task Force has incorporated their finding and recommendations into the *Franklin County Local Mitigation Strategy*; and

**WHEREAS**, the Board is committed to reducing the impact of hazard for all county residents; and

**WHEREAS**, The Franklin County Local Mitigation Strategy supports hazard mitigation throughout the entire county.

**NOW, THEREFORE, BE IT RESOLVED**, the Board adopts the Franklin County Local Mitigation Strategy to reflect the current need and citizens desire to identify and implement hazard mitigation initiatives that will reduce the county's susceptibility to numerous hazards. And, at the appropriate time, the Board will develop and submit funding proposals to appropriate agencies to implement the hazard mitigation initiatives identified in the Franklin County Local Mitigation Strategy.

DATE:	BY:
	Ricky Jones, Chairman
ATTEST:	
Michele Maxwell, Clerk	



**MEETING DATE:** February 2, 2021

**NAME/DEPARTMENT/AGENCY:** Pamela Brownell, Director, Franklin County Emergency

Management

TOTAL ATTACHMENTS: 1

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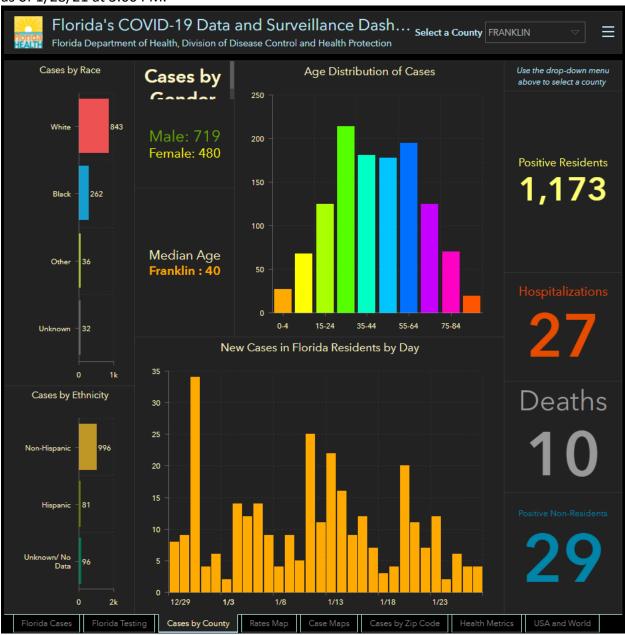
#### Action Items:

1. Request the Board adopt and sign the attached resolution for the County Approved Local Mitigation Strategy (LMS).

#### Information Items:

- 1. Franklin County has received a waiver for our match portion from Hurricane Hermine.
- 2. EOC Staff continues to work Hurricane Sally from 09/12/20 and continues to work with FDEM and FEMA. Franklin County has two projects for Hurricane Sally.
- 3. Amanda Anthony and Jennifer Daniels passed the All Hazards Events class online with Texas A&M University on 01/28/21. Pamela Brownell is scheduled for the February Class.
- 4. Amanda Anthony attended and passed her G-300 Class 01/19/21 01/21/21.
- 5. EOC Staff along with our CERT Volunteers continue to distribute washable & reusable cloth mask throughout our community. We have partnered with the City of Carrabelle and City of Apalachicola Chamber of Commerce along with the St. George Island & Eastpoint Visitor Centers to assist with distribution to local businesses and residents. We will continue this effort as long as supplies are available.
- 6. EOC Staff are working diligently with DOH Staff regarding the COVID-19 virus. This includes hosting meetings with representatives from DOH, Sheriff's Dept. Weems, EMS, as needed. We also are assisting with Conference Calls, information distribution from DOH via Alert Franklin, Facebook and our EOC Website.
- 7. EOC Staff continue to participate in conference calls with State DEM, Region 2, DOH, FEMA, etc. regarding COVID 19. We also continue to update WebEOC with Local State of Emergency and SitReps.
- 8. EOC Staff continue 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. We are in contact with our PDMG regularly regarding these projects and will update the Board as soon as the State Review is completed.

11. Below is a copy of the DOH Dashboard regarding COVID-19 Cases in Franklin County as of 1/28/21 at 3:00 PM.



Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status			Timeframe to Complete	
								New	Ongoing	Deferred	If Deferred Why?	
	The projects locat	ed in this c	olor were	complete	ed mitigation p	rojects (2015 -	2019). Sele	cted projec	ts were con	npleted in p	revious yea	ars.
	Purchase and install a countywide telephone emergency notification system.	All Hazards	Yes	N/A	All jurisdictions in Franklin County.	Franklin County Emergency Management	In 2016 the Franklin County Sheriffs office discontinued the "Code Red" notification system. Franklin County Emergency Management has started us and maintaining Nixle. The State's notification system is now Everbridge. Nix a subsidiary of the Everbridge notification and alert Franklin has in place sin 2017.					tarted using idge. Nixle is
	Installation of hydrologic monitoring gauges on the Ochlocknee, Crooked, New and Apalachicola Rivers.	Floods	Yes	N/A	All jurisdictions in Franklin County.	Franklin County Emergency Management	The hydrologic monitoring gauges have been installed and the gauge installation at the Abercrombie Boat Ramp will occur once the ramp is rebuilt.					
	Reduce flooding by replacing culverts and improving cross drains at Mill Road, McIntyre Road.	Floods	Yes	HMGP	All jurisdictions in Franklin County.	Franklin County Road Department	The gauge has been purchased.  As of November 2012, the status of this stormwater project was the culverts w replaced and the improvement cross drain project was completed. The construction continued through 2013 and was funded through the HMGP.					The
	Build a new water well in Eastpoint.	All Hazards	Yes	N/A	Eastpoint	Eastpoint Water and Sewer District			in 2012. A sea ately \$3,500,		vas built and c	completed in
	Upgrade a left station in the City of Apalachicola.	All Hazards	Yes	N/A	City of Apalachicola	Apalachicola Water and Sewer		station was u cost was \$15	pgraded with 0,000.	an installatior	ı of a new ger	nerator. The
	Install Weather/ Water and Wind Gauges applied to all bridges and in various points around Franklin County.	All Hazards	Yes		All jurisdictions in Franklin County	Franklin County Emergency Management/ DOT/ Franklin County Sheriff's Office	reporting sta wind gauges	tion on St. Ge	as partnered orge Island fis s in the near f ted.	hing pier. DO	T is looking in	to installing
	Institute Flag system/Display board for beaches.	All Hazards	Yes		All jurisdictions in Franklin County	DEP/FCEM/ Parks and rec State Park	FCPR. There	is 2 on St Ge to that visitors	l Rec has a fla orge Island ar are aware of	nd 1 in Carrab	elle. They sig	nage and
	Install an updated water pump system in selected areas of Eastpoint.	All Hazards	Yes	CDBG	City of Eastpoint	Eastpoint Water and Sewer District	timeframe. In	addition two d in Septembe	twin Lakes Ro new vacuum : er of 2016. Th	stations was c	ompletedTh	ne project will
	Hurricane proof 34 Franklin County residential homes.	Hurricanes, tropical storms, severe thunderstorms, strong winds and tomadoes	Yes	HLMP	All jurisdictions in Franklin County.	Franklin County Emergency Management			homes throug			

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe to Complete
								New	Ongoing	Deferred	If Deferred Why?	
	The projects locate	ted in this c	olor were	complete	ed mitigation p	rojects (2015 -	2019). Sele	cted projec	ts were con	npleted in p	revious yea	ars.
	Mitigation on repetitive loss (RL) properties	Flooding	Yes	HMGP	All jurisdictions in Franklin County	Franklin County Emergency Management		the Flood Mition				vere
	Emergency Operations Center (EOC) Wind Retrofit	All Hazards, Hurricanes, Tropical Storms, Tornadoes, and High Winds	Yes	HMGP	City of Apalachicola	Franklin County Emergency Management	A important project and a critical facility for Franklin County. The EOC was awarded a HMGP grant to complete the wind retrofit project. The project was completed in the 1st quarter of 2015. The project description: Protected the entire envelope of the Franklin County Emergency Operations Center by designing and constructing a new hip roof and installing high velocity accordion shutters on the windows and installation of a roll down shutter on the access door of the EOC. The total cost for the mitigation project was: \$94,943.					oject was cted the ter by ity accordion e access
	Franklin County Jail Wind Retrofit.	All Hazards, Hurricanes, Tropical Storms, Tornadoes, and High Winds	Yes	HMGP	Town of Eastpoint	Franklin County Emergency Management	A important project and a critical facility for Franklin County. In addition, the jail a back-up facility for the EOC. The Franklin County Jail was awarded a HMGP grant to complete the wind retrofit project. The project was completed in the 3rd quarter of 2015. The project description: Installed a new retrofit Metal Frame/Metal Roof Assembly over the Jail's Administration Building, and a new					d a HMGP ed in the 3rd al and a new vided
	Perform a study on the effects of severe hurricanes, high winds, tropical storms, tornadoes and storm surge on businesses that perform essential services to the community.	Hurricanes, Tropical Storms, Tornadoes, High Winds, and Storm Surge	No	TBD	All jurisdictions in Franklin County.	Franklin County Emergency Management	TBD		ommunicated	with FCEM an		his study has
	Acquisition of Alligator Point Fire Department	All Hazards	No	HMGP	Alligator Point	Alligator Point St. Teresa Volunteer Fire Department / Franklin County Emergency Management	\$402,585	The acquisiti	on of the alligand on currently in		resa fire	Within a one year timeframe
	6 Critical Facilities Generators	All Hazards	No	HMGP	All jurisdictions in Franklin County	Franklin County Emergency Management City of	\$842,793	Installation o	f the six gener			Within a one year timeframe
	Apalachicola, Market Street Vacuum Station, Utility Mitigation	All Hazards	No	HMGP/ CDBG- DR	City of Apalachicola	Apalachicola Water and Sewer Department/ Public Works Department/ Franklin County Solid Waste	\$2,333,000	the intersecti project will u	of a new vacu on of Market S ograde the ex and mitigate er overflows.	Street and Ave isting wastewa	nue G. The ater	Within a one time 32

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe to Complete	
								New	Ongoing	Deferred	If Deferred Why?		
	The projects locat	ted in this c	olor were	complete	ed mitigation p	rojects (2015 -	2019). Sele	cted projec	ts were con	npleted in p	orevious yea	ırs.	
	Apalachicola, 2 Critical Facilities Generators	All Hazards	No	HMGP	City of Apalachicola	City of Apalachicola Administrator/ Franklin County Emergency Management	\$303,219	Apalachicola		the two generators for the City of critical facilities will be within the next then many storm flooding events that considerable damage and especially to the City of Apalachicola's drainage. have this mitigation project completed two years.			
5	Apalachicola, Water Street Drainage	Flooding	No	HMGP	City of Apalachicola	City of Apalachicola Public Works Department / Administrator	\$1,626,570	have caused Water Street	considerable in the City of A have this mit				
	Update and enhance all communications equipment throughout the county	All Hazards	No	Grants/ BOCC/ Various Programs / Local Funds	All jurisdictions in Franklin County	Franklin County Sheriff /Volunteer Fire Department/ Franklin County Emergency Management/ Road Department/ Solid Waste	Varies by project \$5,000 to \$500,000	x	options for in communicati Firenet is ope	All Agencies are evaluating/discussing options for interoperable communications throughout the county. Firenet is operational and this is an ongoing project for the County.			
	Acquire, relocate or elevate repetitive damaged structures throughout the county.	Flooding, Storm Surge	No	HLMP/ HGMP	All jurisdictions in Franklin County	Franklin County Emergency Management	Varies as it depends on the type of structure		х		Funding	Within a five year timeframe	
	Build a new EOC in a central location Franklin County possible location off of Hwy 65	All Hazards	No	Restore/ BP /Franklin County BOCC	All jurisdictions in Franklin County.	Franklin County Emergency Management/ Franklin County Board of County Commissioners	\$3,000,000		nty is looking www.Multi-Ageno	•	P funds for	Within a five year timeframe	
	Retrofit the Old Carrabelle City Hall as a Volunteer Disaster Corp Training facility	All Hazards	NO	Private/ HMGP/ HLMP/ Non- profit funding	All jurisdictions in Franklin County	Franklin County Emergency Management/ Non-Profit Organizations	Varies by projects related to building	х	will be assisti	w Multi-Agency Building.  Various non-profits and county partners will be assisting with the work and funding for this project			
	Construct a new Access Road at Franklin County School for Emergency Use	All Hazards	No	Grant/ HMGP/ Private funding	All jurisdictions in Franklin County	Franklin County Emergency Management	\$300,000	an access ro Access only t has given co was complete	Franklin County School and Forestry are constructing an access road through the forest for Emergency Access only to the facility. The Florida Forest Service has given consent for permitting/ Easement which was completed. At this time, this project is waiting for			Within a five year timeframe	
	Purchase and install an oxygen filling station that can be utilized after a disaster.	All Hazards and Life Safety	No	Grant/ DOH	All jurisdictions in Franklin County	Franklin County Department of Health Page 3 of 10	\$15,000	х				Within a five 33 time	

Dei o elfer	Description of	Goal for			Jurisdiction	Amanau	Estimated					
Priority	Mitigation Project	Hazards	Mitigation		(Location)	Agency Responsible	Costs		Status			Timeframe
		Mitigated	Goals	Funding Source	(2000)	for	0000					to
			Achieved	Jource		Implementation						Complete
								New	Ongoing	Deferred	If Deferred Why?	
	The projects located in this color were completed mitigation projects (2015 - 2019). Selected projects were completed in previous years.											ırs.
	Carrabelle Fire Hydrant System											
	extended to West					Carrabelle Fire				Carrabelle Fire Department needs to nstall fire hydrants on the West side of		
	Side of County located between the			Grants/	Carrabelle /	Department/ City of						
	light house and yents			Public/	Franklin	Carrabelle						Within a five year
	bayou.	Wildfires	No	Private	County East	Administration	\$2,500,000	х	funding.		timeframe	
	Install Generators for					Franklin County Board of County						
	all critical facilities, lift					Commissioners/				he project cost will vary depending on		
	stations, government fueling depots			HMGP/	All jurisdictions	City of Apalachicola/	\$100,000					
	located in Franklin			Grant /	in Franklin	City of	to		The project of			
13	County.	All Hazards	No	Private	County	Carrabelle	\$500,000	х	location and		five year timeframe	
	Acquire land and Construct new landfill	All Hazards,	No	BOCC funding /Grants/ HMGP	All jurisdictions in Franklin County	Franklin County Board of County Commissioners/ Franklin County Landfill		x	Franklin Cou Commission	inty Landfill is inty Board of ( ers are lookin	Within a five year timeframe	
14	Construct new landing	Environmental	INO	TIMOF	County	Lanuilli	\$1,500,000		location for it	andfill expansion.		umename
	Protect County Road 370 (Alligator Point Road) from hurricane storm surge.	Hurricanes, Tropical Storms, Storm Surge	No	FEMA funding	Unincorporated Franklin County - Alligator Point	Franklin County Road Department	\$15,000,000		x	Project is to r road inland a the RL prope mitigation pr deferred.	and acquire erties. This	Ongoing
	Perform mitigation on											
	efforts on residence homes against severe hurricanes, high winds, tropical storms, tornadoes and storm surge on low/moderate income owner occupied homes	Hurricanes, Tropical Storms, Tornadoes, Strong Winds, and Storm Surge	No	HLMP Funds	All jurisdictions in Franklin County	Franklin County Emergency Management	\$200,000 yearly		x	Franklin Cou a Hurricane for Franklin ( considered a County and funding for the above, 34 ho the hurricane in previous y	n Program  nts. This is  oject for the  waiting  As noted  mpleted with	
	Reduce Coastal erosion by planting vegetation and participating in beach renourishment programs to the enhance the formation of sand dunes and to protect roads from washouts.		No	FDEP Grant	All jurisdictions in Franklin County	Franklin County Emergency Management/ ANEER	Varies by projects (\$10,000-\$150,000)		x	This is ongoi FCEM and A working with agencies to dunes and p	NEER are several mitigate sand	Within a five year timeframe

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe to Complete
								New	Ongoing	Deferred	If Deferred Why?	
	The projects local	ted in this c	olor were	complete	ed mitigation p	rojects (2015 -	2019). Sele	cted projec	ts were con	npleted in p	revious yea	rs.
10	Service assess wildfire risk areas across the county establishing mitigation projects to measure the fuel loads and thus effectively reduce wildfire risk in these	Wildfires	No	Florida Forest Service	All jurisdictions in Franklin County and Alligator Point	Franklin County Emergency Management/ Florida Forest Service	Varies according to the risk area		v			Ongoing
	Construct a new Fire Station in Alligator Point.	All Hazards	No	HMGP/ HLMP/ Franklin County BOCC	All jurisdictions	Alligator Point St. Teresa Volunteer Fire Department / Franklin County Emergency Management	\$2,500,000	x	Location for identified an	cation for new Fire Station has been ntified and the old fire station can be chased with HLMP as a repetitive		
20	Forest Service to update the Community Wildfire Protection Plan (CWPP) to reduce wildfire risks within the Wildland-Urban Interface. And inform the public of the Firewise building and landscape design principles and the Ready, Set, Go program.	Wildfires	No		All jurisdictions in Franklin County	Franklin County Emergency Management/ Florida Forest Service	There is no cost for this mitigation project.	2013. The pl changes. Th inform the pu	or Franklin Co an will be upd e Florida Fore ublic of the Fire esign principle	Within a one year timeframe and ongoing.		
21	Protect and improve functioning of wetlands and waterways by eliminating and educating residents on living shorelines	Coastal and Riverine Erosion	No	Local funds	All jurisdictions in Franklin County	Franklin County Emergency Management/ ANEER	There is no cost for this mitigation project.		x	ANEER/FFS of year round to locate/elimin improve the loshoreline threeducation are environment	ate and living ough nd	Ongoing
22	Update all County Mapping to include 911 overlay, flood prone areas, damage assessment, and property appraiser properties.	Flooding, Storm Surge	No	HMGP/ FCEM/ Various Funding	All jurisdictions in Franklin County	Franklin County Planning and Building/ Franklin County Appraiser's Office	\$10,000		х	FCEM / Flood Manager are systems that maps to iden repetitive floo areas in ensi emergency r in the event of	e working on utilize the tify all od prone ure quicker esponse time	Ongoing

Priority	Description of	Goal for			Jurisdiction	Agency	Estimated					
y	Mitigation Project	Hazards Mitigated	Mitigation Goals Achieved	Funding Source	(Location)	Responsible for Implementation	Costs	Status				Timeframe to Complete
								New	Ongoing	Deferred	If Deferred Why?	
	The projects locat	ed in this c	olor were	complete	d mitigation p	projects (2015 -	2019). Sele	ected projec	ts were con	npleted in p	orevious yea	ırs.
	Mitigate storm water drainage projects throughout Franklin county.	Flood, Storm Surge	No	Varies	All jurisdictions in Franklin County	Franklin County Board of County Commissioners/ Franklin County Planning & Building Department/ Cities of Apalachicola and Carrabelle Administrators	Varies by projects (\$10,000-\$750,000)				x	Within five year timeframe
	Develop and deliver Disaster Resistant programs for the business and residential communities on "how to prepare" for future disasters.	All Hazards	Yes	EMPA/ BOCC	All jurisdictions in Franklin County.	Franklin County Emergency Management	\$15,000	ongoing pro to prepare fo business cor	inty Emergenc grams and dis or future disast nmunity. This ntinue to educ being disaste	Ongoing		
	Raise areas of CR 67 to prevent road flooding.	Flooding	No	HMGP/ Private / BOCC	Franklin County	Franklin County Road Department	\$3,000,000		x			Within five year timeframe
	Wind Retrofit all Critical Facilities (including government and school facilities).	Hurricanes, Tropical Storms, Tornadoes, and High		HMGP	All jurisdictions in Franklin County.	Franklin County Emergency Management/ Franklin County Board of County Commissioners/ Franklin County School Board	structure; could be over			х	Funding	Within a five year timeframe
	Relocation of the Apalachicola City Hall.	Flooding	No	HMGP/ Private funding	City of Apalachicola	City of Apalachicola City Administrator	\$800,000	X	during Hurrid located in a f	a City Hall was cane Michael flood prone ar elocate out of t	Within a five year timeframe	
	Upgrade or replace City and County Wastewater treatment facilities	Flooding	No	HMGP/ Private Funding / City of Apalachicola	City of Apalachicola	City of Apalachicola City Administrator/ Franklin County Solid Waste Department	\$500,000	x	Apalachicola City Utilities needs improvements and upgrades on the current wastewater treatment center.			Within a five year timeframe

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe to Complete
								New	Ongoing	Deferred	If Deferred Why?	
	The projects locat	ted in this c	olor were	complete	d mitigation p	rojects (2015 -	2019). Sele	cted projec	ts were con	npleted in p	revious yea	ırs.
29	Implement Community Rating System flood resilience activities.	Flooding	No	Local funds	All jurisdictions in Franklin County	Franklin County Board of County Commissioners/ Cities of Carrabelle and Apalachicola City Administrators/ Franklin County Emergency Management	Depending on the activity cost could range up to \$30,000	х		e future discus omplish this ac		Within a five year timeframe.
30	Drainage Basin Analysis-Carrabelle/ Apalachicola and Unincorporated Franklin County	Flooding	No	Potential funding would be NWFWMD	All jurisdictions in Franklin County	Franklin County Board of County Commissioners/ City of Carrabelle Administrator/ Franklin County Building Department	\$25,000	x	The scope of work for the analysis and			Within a five year timeframe
31	Evaluate and mitigate all flood prone areas due to sand dune shift and other environmental factors.	Flooding	No	Potential funding would be FDEP grant	All jurisdictions in Franklin County.	Franklin County Board of County Commissioners/ City of Carrabelle Administrator/ City of Apalachicola Building Department	Depending on the area size the mitigating costs could be over \$400,000+	x		f work will need d determined.	d to be	Within a five year timeframe
32	Evaluate and mitigate all flooding prone areas throughout the County.	Flooding	No	Potential funding would be local funds	All jurisdictions in Franklin County.	Board of County Commissioners/ City of Carrabelle Administrator/ City of Apalachicola Building	on the area size the mitigation costs could range from \$15,000 to over \$1,000,000			This project due to fi		Within a five year timeframe.
33	Work with the Florida Forest Service in offering forest protection education in the county's schools.	Wildfires	No	Florida Forest Service	All jurisdictions in Franklin County	Florida Forest Service	\$200,000	scholarship f graduated fro education in continually p Franklin Cou program 2 st the Forest Se	or \$20,000 a com the Frankli Forestry. Agric rovides Fores inty Students. In udents spent ervice. One Frankli	S) has secured year for a study in County Schooulture class and Protection ed During the Sun 3 days a week anklin County \$ 000 Scholarsh	a ent who ool to further nd FFS ucation to all nmer working with School	Ongoing

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status			Timeframe to Complete	
								New	Ongoing	Deferred	If Deferred Why?	
	The projects located in this color were completed mitigation projects (2015 - 2019). Selected projects were completed in projects (2015 - 2019).									revious yea	ırs.	
	Conduct Community Emergency Response Team (CERT) training for the Franklin County residents.	All Hazards	Yes	Grants and Fund Raising	All jurisdictions in Franklin County	Franklin County Emergency Management	\$15,000		T training. Thi	RT group and ( s is an on-goil		Ongoing
	Improve efforts in debris removal of dead, dying or diseased trees and branches next to road and highways.	All Hazards	No	FDOT Funding/ Duke Energy/ BOCC	All jurisdictions in Franklin County.	Franklin County Emergency Management/ Duke Energy/ State of FI Contractor/ Road Department	Varies by project (\$5,000 to \$500,000)		х	Duke Energy the power lin DOT Contrac the Franklin ( highways.	es. State tor maintains	Ongoing
	Work with the Florida Forest Service on evaluating the defensible space on all the critical facilities throughout the county.	Wildfires	No	Florida Forest Service	All jurisdictions in Franklin County	Franklin County Emergency Management/ Florida Forest Service	There is no cost for this mitigation project.		x	The Franklin Director sent the local Flor Service. The	specifics to ida Forest Florida ee will provide on on the pace on es. This is an ongoing	Ongoing
	Replace a control panel at a lift station in the City of Apalachicola.	All Hazards	No	City of Apalachicola	City of Apalachicola	City of Apalachicola Water and Sewer Department	\$2,500	Х	The City of Apalachicola is upgrading a lift station with an installation of a new control panel. The project is expected to			Within a two year timeframe.
	Build a new wastewater treatment plant in Eastpoint.	All Hazards	No	City Funding	Eastpoint	Eastpoint Water and Sewer District	\$3,500,000		estimated timeframe for completion is			Within a two year timeframe
39	Educate the county residents on water saving techniques.	Drought	No	HMGP	All jurisdictions in Franklin County	Franklin County Emergency Management	water saving during a dro	ency Management office will develop materials on g techniques that will benefit the county and citizens				Within a two year timeframe

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe to Complete
								New	Ongoing	Deferred	If Deferred Why?	
	The projects locat	ted in this c	olor were	complete	d mitigation p	orojects (2015 -	2019). Sele	cted projec	ts were con	npleted in p	revious yea	ars.
	Organize outreach to vulnerable populations including establishing and promoting accessible heating or cooling centers in the community.	Extreme Temperatures (heat waves and freezes)	No		All jurisdictions in Franklin County	Franklin County Emergency Management	program to r County and	ncy Managem each the vuln promote safet There would b	erable popula y and heating	ations through and cooling o	out the enters in the	Within a two year timeframe
	Install sirens at various points throughout the county.	Hurricanes, Tropical Storms, Tomadoes, Waterspouts, Strong Winds	No	BOCC	All jurisdictions in Franklin County	Franklin County Emergency Management	\$5,000		Franklin Cou	/ilson Park, Ca nty Schools. A oped and puti	maintenance	Within a five year timeframe
	Enforce local laws, which allow local governments to enact burn bans during periods of drought.	Wildfire, Drought	Yes	There is no funding required.	All jurisdictions in Franklin County	Franklin County Board of County Commissioners		The county will continue to enforce the local laws to burn bans during periods of drought.				Ongoing
	Install tornado shelters throughout the county.	Tornadoes and Strong Winds	No	BOCC	All jurisdictions in Franklin County	Franklin County Emergency Management	\$500,000			x	This project is deferred due to funding.	Within a five year timeframe
The mitigation projects in this color were deleted by the LMS Working Group.												
	Retrofit the Carrabelle City Hall.	Hurricanes, Tropical Storms, Tornadoes, and High Winds	No	HMGP	City of Carrabelle	City of Carrabelle		meeting due relocation of	to lack of fund	t the August 20 ling for the po ty Hall. In add as built.	ssible	

Priority	Description of Mitigation Project	Goal for Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status			Timeframe to Complete	
								New	Ongoing	Deferred	If Deferred Why?	
	The projects located in this color were completed mitigation projects (2015 - 2019). Selected projects were completed in previous year									rs.		
	Inspect septic tanks for low-income homeowners and abate failing systems. Purchase and install	Floods	No	N/A	All jurisdictions in Franklin County.	N/A			to lack of fund	ing.		
	smoke alarms in low income homes.	Wildfires	No	N/A	in Franklin County.	N/A		This project was deleted at the November 2013 LMS meeting. American Red Cross is completing this project.				
	"in lieu of taxes," funding received by the Franklin County School District from the Florida Division of Forestry, for a college forestry scholarship for students from Franklin County.	Wildfires	No	N/A	All jurisdictions in Franklin County.	N/A		This project v	vas deleted at to lack of fund		er 2013 LMS	
	Require flood hazard disclosure in a deed of sale or transfer of improved or unimproved of real property.	Floods	No	TBD	All jurisdictions in Franklin County.	Franklin County Building and Planning		This project v	vas deleted at to lack of fund		er 2014 LMS	
	Reduce flooding in the Rio Vista area by installing a drainage system on the north side of the road into Cow Creek and the Ochlocknee River.	Floods	No	TBD	All jurisdictions in Franklin County.	Franklin County Road Department/ Florida Forestry Service			vas deleted du		inding.	
	Hwy 98 needs resurfacing from Carrabelle to Apalachicola.	All Hazards	No	FEMA/Sta te Funded	All jurisdictions in Franklin County.	FDOT		and will be re		ne damage fro	ating the road om Hurricane	
	Reduce or prevent stormwater flooding in Apalachicola in the following areas: 24th and 25th Avenues, 8th through 10th Streets between J and G, and on US Highway 98 and 12th and 16th Streets.	Floods, Storm Surge	No	TBD	City of Apalachicola	City of Apalachicola Road Dept		for a status of be available	oroject list. The on a resurfact achicola and installation of Some work had M Director will in the project.	DOT and Preing project on estimated to b buffer boxes as been done I get with the CAn update on S meeting - M	eble-Rish US 98 He complete He courrently He on 10th City and DOT He costs will Hoved to	
	Retrofit the FSU Marine Lab buildings.	Hurricanes, Tropical Storms, Tornadoes, and High Winds	No	HMGP	Franklin County and St. Teresa	FSU Marine Lab		FSU Marine I benefit from a project until r buildings nea	epresentative	t. Deleting this	s mitigation	40

#### Airport Manager Report for 02/02/2021 BOCC Meeting

The airport is fully operational with no issues to report at this time. I wanted to take a quick moment and say a big thank you for the equipment purchase that was approved last meeting. We should be receiving the much needed new Zero-Turn mower and new Gator XUV at any time now. This new equipment will be kept in the hangar adjacent to Centric Aviation.

There is a FDOT grant that will be available in August, 2021 to purchase a new larger tractor and implements for the major mowing at the airport. I am attempting to secure funding for an equipment shed/enclosure so old and new equipment can be kept out of the elements etc...

Please find below an update on the current projects. There are fewer than normal projects ongoing right now since we completed and closed several grants last year and the FDOT removed the FY2021 funding due to COVID impacts to the state budgets.

- 1. Runway 6-24 Electrical Improvements: The construction contact has been executed and the contractor is scheduled to start work soon. This work includes the complete replacement of the Runway 6-24 edge lighting system.
- 2. Fuel Farm Replacement: The County received TRIUMPH grant funds to replace the aged fuel farm and design with AVCON will begin as soon as the design task order is approved by TRIUMPH. This project will evaluate three potential fuel farm locations to assist the County in selecting the ultimate location, two new 12,000-gallon tanks, entirely new fuel system, and self-serve card reader.
- 3. Apron Rehabilitation: The County has an FDOT grant to rehabilitate the apron pavement in front of the FBO and along the east and west aprons. As part of this project, the FAA and FDOT are requesting AVCON prepare an apron utilization study which will evaluate the current and future uses of the apron to confirm that all of the apron pavement is justified for federal and state funding.

I am proud of our airport and the economic impact that it provides to Franklin County. We have a respected name in the aviation community and that speaks volumes to the hard work of all involved to make the airport the best it can be.

Thank you for your support!

Respectfully submitted,

Jason K. Puckett Airport Manager



# Alligator Point Coastal Resiliency Alternatives Analysis

January 2021 Update

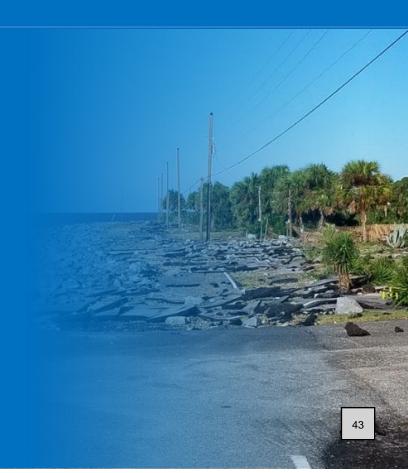






## Agenda

- 1. Introductions
- 2. Project Background
- 3. Issues/Assets
- 4. Potential Management Strategies
- 5. Next Steps/Action Items



## Project Background

- Franklin County was awarded grants from the Florida Resilient Coastlines Program and Northern Gulf of Mexico Sentinel Site Cooperative
  - Stakeholder Engagement
  - Coastal Community Vulnerability Assessment
    - Infrastructure
    - Economy
    - Social/cultural
  - Propose Updated Language for Comprehensive Plan
  - Discuss and Evaluate Alternatives

# Project Background



### Area of Study



#### Alligator Point Coastal Resiliency Alternatives Analysis Public Comment Form

Please click the black dot under 'Add a New Comment' below, and then click the location relevant to your comment (hint: use your mouse wheel to scroll in and out and select a precise spot), and then type your comment.

After selecting 'Save' on the comment form, your point is submitted (it will not be visible on the map here).

Add a New Comment

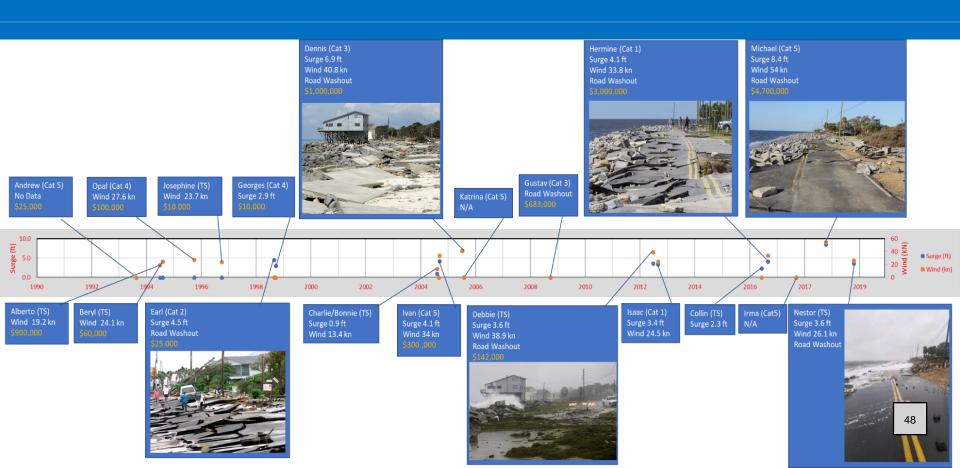
Add a New Comment

Alligator Point Coastal Resiliency Alternatives Analysis – Public Comment Form (http://enegis.maps.arcgis.com/apps/webappviewer/index.html?id=0a35302de99042cebeb1afc94d146b1 46

## Coastal Resiliency Issues

- Flooding
- Erosion (chronic and acute)
  - Roadway replacement/maintenance costs
  - Post-storm access
    - Residents/visitors
    - Emergency services
- What are some other coastal resiliency issues that you can think of?
   Please use the "Chat" function to provide info/feedback

#### Storm Damage



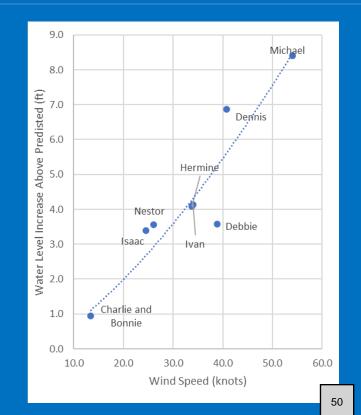
## Historic Shoreline Locations

National Assessment of Shoreline Change Tucker Lake FL West 1998\_2001 FL West 1976\_1979 Harbor FL West 1926\_1953 Alligator Harbor FL West 1855\_1895 O/Gmfl -84.396 29.909 Degrees

U.S. Geological Survey | Esri, HERE, Garmin | State of Florida, USDA FSA, GeoEye, Maxa...

## Potential Storm Surge

- The elevations shown here are the storm surge for each storm <u>at the</u> <u>Apalachicola tide gauge, not at</u> <u>Alligator Point.</u>
- These illustrate the <u>potential</u> storm surge for similar storms in the future.



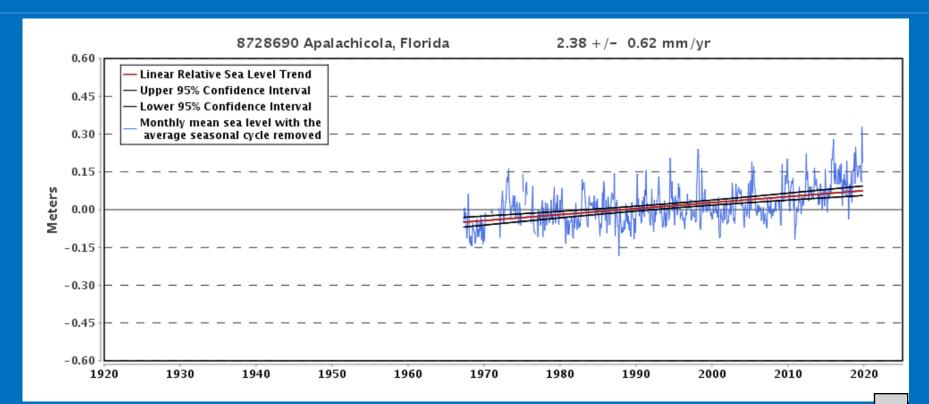
# Predicted Storm Surge

http:s/érosve@epigen.ufleqebe/48.81" W

Source: https://sls.geoplan.ufl.edu/beta/viewer

UFGEOPLAN CENTER Florida Sea Level Scenario Sketch Planning Tool Jump to: COUNT\ ▼ BAY **Ⅲ** Basemaps ▼ **Current Flood Risk** Storm Surge Zones (FDEM & RPCs)

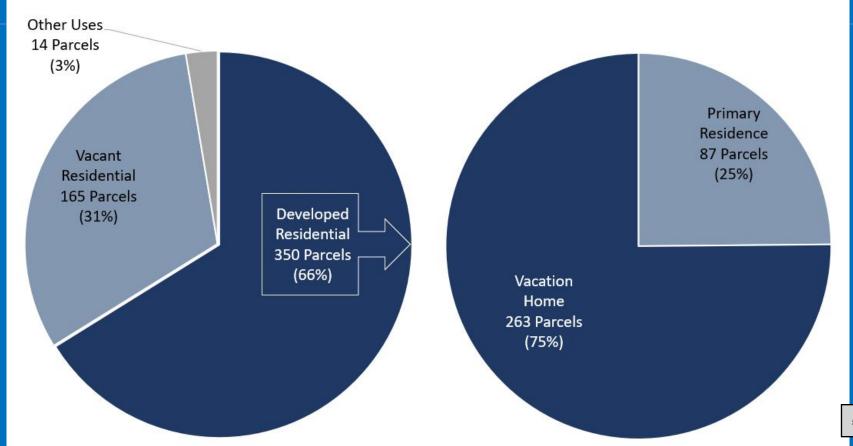
#### Measured Sea Level Rise



#### Community Assets

- People
- Roads
- Houses
- Fire station
- Businesses
- Public access areas
- Healthy ecosystem (e.g., seagrass beds, marshes, etc.)
- Other infrastructure (water system, etc.)

## Parcels Impacted by Restricted Road Access

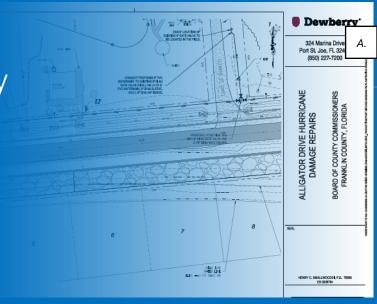


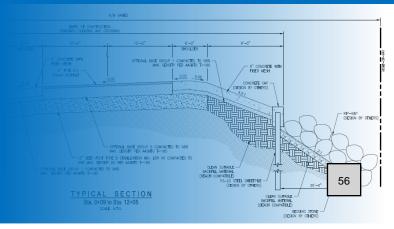
#### Potential Management Strategies

- "Hold the Line": Armor roadway (build seawall)
- "Feed the System": Nourish beach (add sand)
- "Avoid the Danger Zone": Relocate and/or elevate roadway
- "Add Buffering Capacity": Build significant dune system
- "Reduce Wave Energy": Offshore breakwaters to reduce wave energy and capture sediments
- "Soft Repairs": Low cost and temporary repairs road with gravel, providing limited access to vehicles (4-wheel drive)
- Others?

## Hold the Line: Armor Roadway in Existing Right-of-Way

- Use existing ROW (what's left of it)
- Includes armoring (seawall/revetment)
- Already designed
- Awaiting funding from FEMA





#### Hold the Line: Riprap Breakwater, Revetment and Groin Complex



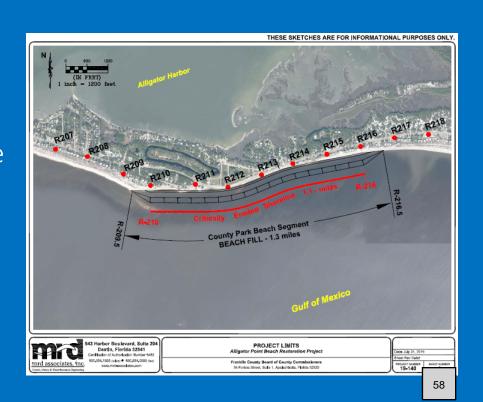
#### Dauphin Island, AL

- \$6.8 million re-nourishment and rearmoring project began 2016
- Road armored with riprap (rock) revetment
- Groins and breakwaters amended/constructed to help trap sediments
- 300,000 cubic yards of sand for beach re-nourishment

### Feed the System: Nourish Beach

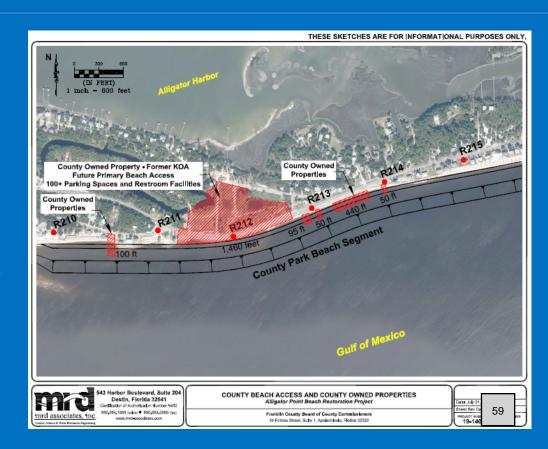
- Involves adding sand to highly eroded section of beach
- Already designed and permitted
- Far down the priority list for state funding (it won't likely be funded for at least a few years)



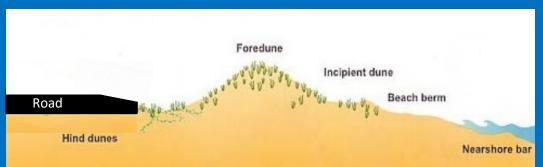


## Avoid the Danger Zone: Relocate Roadway

- Franklin County has been working to acquire the land to relocate the roadway
- To date most of the land has been acquired to relocate the roadway to a higher, safer location
- This approach will not limit any further erosion nor offer any additional protection to adjacent properties



#### Add Buffering Capacity: Build Dune System Complex



- Does not alter erosion rate and continued maintenance required
- Lost sediments will benefit adjacent areas
- Alone not suitable for highly erosive areas but can be used in combination with other methods





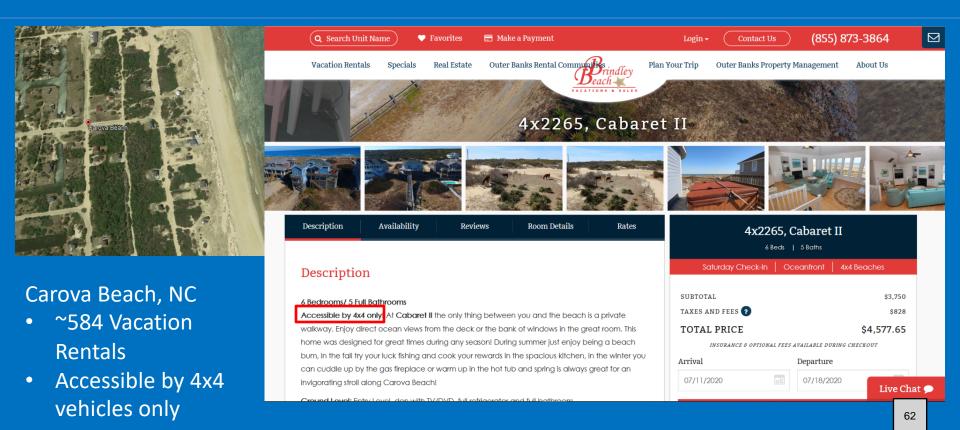


#### Reduce Wave Energy: Offshore Breakwaters



- Offshore breakwaters reduce wave action thereby reduce erosion
- Sand accumulates behind the breakwater to provide further protection
- Often used in combination with beach restoration in highly erosive areas
- May be difficult or impossible to permit and likely will require nourishment

## Soft Repairs: Plan for 4x4 Only Access?



#### Proposed Recommendations

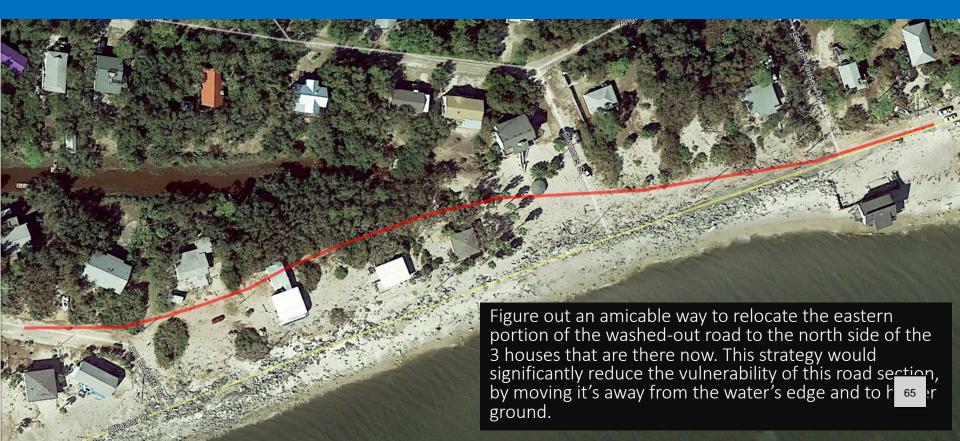
- 1. Pursue strategies to relocate road from most vulnerable areas.
- 2. Continue seeking state (and other) funding to nourish the beach. Conduct an economic study to determine what would be the "fair share" for property owners to pay versus the rest of the county.
- 3. Seek grant funds to develop the old KOA campground into a first-class park, which would provide enough restroom and parking facilities to alleviate the problems at the public access points elsewhere on the point.
- 4. As part of the beach nourishment (or as a follow-up phase), a robust dune system should be built and vegetated to maximize the buffering capacity and add resiliency to the shoreline.
- 5. Lastly, the concept of a breakwater could be considered to help increase the longevity of the beach nourishment project and provide wave attenuation during storm events. However, a breakwater should not be constructed without nourishment. Otherwise, it will likely create erosional hotspots elsewhere on the point.

#### 1a. Relocate road to the north side of existing fire station building



Eliminate the vulnerable road section on the seaward side of the fire station. This would significantly reduce the vulnerability of the road at the existing intersection of Harry Morrison Rd and Alligator Dr.

#### 1b. Potential Relocation of Road from George Vausell Rd. to Tom Roberts Rd



# Questions?

Josh Adams jadams@thearpc.com (850) 488-6211 ext. 104



Rick Harter rick.harter@wsp.com (850) 591-6957



#### FRANKLIN COUNTY

REPLY TO: 

BOARD OF COUNTY COMMISSIONERS

33 MARKET STREET, SUITE 203

APALACHICOLA, FL 32320

(850) 653-8861, EXT. 100

(850) 653-4795 FAX



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

February 2, 2021

Dewberry Engineers Attn: Clay Kennedy 324 Marina Drive Port St. Joe, FL 32456

Dear Mr. Kennedy:

Franklin County entered into a professional services agreement with Dewberry Engineers on February 14, 2018 for project management, engineering and environmental services for FEMA funded recovery. The agreement was for two (2) year continuing services contracts from the date of signature, with an option for renewals for up to (5) years total.

Please consider this letter as authorization from the Board of County Commissioners of Franklin County to renew the attached original agreement for an additional two year term.

Sincerely,

Ricky Jones Chairman



Dewberry Engineers Inc 324 Marina Drive Port Saint Joe, FL 32456 850 227 7200 850 227.7215 fax www.dewberry.com

January 17, 2018

Mr. Joseph Parrish, Chairman Franklin County Board of County Commissioners 34 Forbes St., Suite 1 Apalachicola, FL 32320



RE:

**Professional Services Agreement** 

Project Management, Engineering & Environmental Services for

FEMA Funded Recovery

Dear Mr. Parrish:

Dewberry Engineers, Inc. is pleased to provide you with this professional services agreement for the above referenced contract. This agreement's term is for a two (2) year continuing services contract from the date of signature, with an option for renewals for up to five (5) years total. The Scope of Services for this agreement shall be to provide Project Management, Engineering and Environmental Services for FEMA related storm events. The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry's Services are attached hereto and made a part of this Agreement. A detailed Scope of Service will be determined by each FEMA Project Worksheet (PW) and outlined in the associated Task Order. Fees shall be negotiated with each Task Order as they are assigned. The standard billing rate schedule (Attachment A, dated 7/28/17) and a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (Attachment C) is attached hereto and made a part of this Agreement.

We appreciate the opportunity to provide professional services for Franklin County. If this agreement is acceptable, please sign the space provided below. Should you have questions or need additional information, please contact Clay Smallwood at 850.571.1217 or csmallwood@dewberry.com.

Sincerely,

Accepted By: Abans Joseph Parrish, Chairman

Darren Conner, P.E.

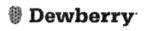
President, Southeast

Page 1 of 1

# Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$280.00
Architect I,II,III	\$85.00, \$100.00, \$115.00
Architect IV, V, VI	\$130.00, \$145.00, \$165.00
Architect VII, VIII, IX	\$185.00, \$200.00, \$220.00
Interior Designer I, II, III, IV	\$75.00, \$85.00, \$105.00, \$150.00
Engineer I,II,III	\$100.00, \$110.00, \$125.00
Engineer IV, V, VI	\$140.00, \$160.00, \$175.00
Engineer VII, VIII, IX	\$190.00, \$205.00, \$225.00
Other Professionals I, II, III	\$95.00, \$110.00, \$120.00
Other Professionals IV, V,VI	
Other Professionals VII, VIII, IX	\$135.00, \$155.00, \$165.00
Technical	\$190.00, \$205.00, \$225.00
Geographer/GISI,II,III	#0F 00 #0F 00 #10F 00
Geographer/GISIV,V,VI	\$85.00, \$95.00, \$105.00
Geographer/GIS VII,VIII,IX	\$115.00, \$135.00, \$150.00
Designer I, II, III	\$180.00, \$200.00, \$220.00
Designer IV, V, VI, VII	\$100.00, \$115.00, \$135.00
CADD Technician I,II,III,IV	\$150.00, \$175.00, \$195.00, \$205.00
Surveyor I, II, III	\$70.00, \$85.00, \$95.00, \$115.00
Surveyor IV, V, VI	\$60.00, \$70.00, \$80.00
Surveyor VII, VIII, IX	\$100.00, \$105.00, \$120.00
	\$140.00, \$165.00, \$185.00
Other Technical I,II,III	\$60.00,\$80.00,\$100,00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150,00
Construction	
Construction Professional I, II, III	\$120.00, \$135.00, \$155.00
Construction Professional IV, V, VI Inspector I, II, III	\$180.00, \$200.00, \$215.00
Inspector IV, V, VI	\$80.00, \$95.00, \$110.00
Survey Field Crews	\$130.00, \$140.00, \$155.00
Fully Equipped 1, 2, 3, 4 Person Crews	\$100.00 \$150.00 \$400.00 \$040.00
With Laser Scanner 1, 2 Person	\$120.00, \$150.00, \$180.00, \$210.00 \$170.00, \$200.00
Administration	ψ170.00, φ200.00
Admin Professional I,II,III.IV	\$65.00 \$85.00 \$100.00 \$110.00
Non-Labor Direct Costs	\$65.00, \$85.00, \$100.00, \$110.00 Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY





#### ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these

- Period of Offer. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us.
  - If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
- 2. Scope of Services. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness and completeness of any document which was prepared by another entity.
  - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

- 3. Your Oral Decisions. You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
- 4. Proprietary Rights. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
- 5. Fees and Compensation. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, you agree that we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater.
- 6. Period of Service. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
- 7. Reimbursable Expenses. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus lifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
- 8. Payment Terms. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 1/2% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.
  - If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure make full and timely payment shall be deemed a material breach.
- 9. Information from You and Public Sources. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services. You assume the sole responsibility for determining whether the quantity and nature of the work requested of us under this Agreement is adequate and sufficient for your intended purpose.
- 10. Plan Processing. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 11. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

#### Dewberry

- 12. Your Claims. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
  - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

#### ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests or claims ansing under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
- 17. Applicable Law and Forum Selection. The laws of the State of Florida shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18 below, the parties agree that the courts of Orange County, Florida, and the Federal District Court, Middle District of Florida, Orlando Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Orange County, Florida in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability. Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Further, no portion of this Agreement shall be construed to provide indemnification to you by us, for any reason. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk. PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
- 21. Payment of Attorney's Fees. The prevailing party in any legal proceeding hereunder, including arbitration, shall be entitled to recover all of its costs and expenses, including attorneys' fees, professionals' fees, and expert witness or consultant fees, including but not limited to those incurred on appeal or during the collection of any judgment hereunder, from the non-prevailing party.
- 22. Indemnification. You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence. The monetary limitation on the extent of any indemnity obligation created by this Agreement to be provided by you shall be \$1,000,000.00, which you agree bears a commercially reasonable relationship to this Agreement and the Project.
- 23. Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, after, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

#### Certification Regarding

#### Debarment, Suspension, Ineligibility

#### And Voluntary Exclusion

- The prospective primary participant certifies that to the best of its knowledge and belief that it and its principals:
  - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntary excluded from covered transactions by any Federal/State department or agency;
  - b) Have not within a three-year period preceding this application been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application had one more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Dewberry Engineers, Inc.		
Subcontractor Business Name	Recipient's Name	
Ву:		
Signature of Authorized Representative	DEM Contract Number	
Darren Conner, President, Southeast		
Name and Title of Authorized Representative	Project Number	
324 Marina Drive		
	Date	

Port Saint Joe, Florida 32456

Address

#### Request for Qualifications

Franklin County is requesting Request of Qualifications from qualified Firms for Project Management, Engineering and Environmental Services for Federal Emergency Management Agency (FEMA) Funded Recovery from 2017 Storms and for future disasters and recoveries, in order to establish a list of pre-qualified contractors. The type of work is described in more detail in this solicitation. Awarded vendors will be expected to enter into a 2-year continuing services contract with the County with the option for renewals up to five years in total. No work is guaranteed by an award of a contract.

RFQ deadline is October 16, 2017, no later than 4:30 EDT.

LATE SUBMITALLS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE CLERK OF COURTS OFFICE. SUBMITTALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT SUBMITTALS ARE RECEIVED IN THE CLERK OF COURTS OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL SUBMITTALS WILL BE ACCEPTED.

To be considered, Firm must submit an original and five (5) copies of the RFQ in a sealed envelope or package, clearly marked with the Firm's name, address, and the words "Project Management, Engineering and Environmental Services for FEMA Funded Recovery" addressed to:

Office of Clerk of Court 33 Market Street, Suite 203 Apalachicola, Florida 32320

The complete Request for Qualifications information package can be obtained from the Franklin County website <a href="http://www.franklincountyflorida.com/county-government/board-of-commissioners/">http://www.franklincountyflorida.com/county-government/board-of-commissioners/</a>

Franklin County is an Equal Opportunity Employer. We encourage all small and minority-owned businesses to apply.

#### Introduction

#### Background:

Franklin County, Florida has been approved for and continues to apply for Disaster Recovery and Hazard Mitigation Assistance through various Federal Programs through the Federal Emergency Management Agency, US Department of Housing and Urban Development, Federal Highway Administration, United States Department of Agriculture, and various other State and Federal Agencies and is interested in procuring the services of Multi-Service Consulting firms to provide project and construction management, geotechnical and engineering design services, environmental permitting services, preparation of permit applications, pre-construction surveys and reporting and long-term post construction project reporting

The procedures for selection of the consulting firm will be in accordance with ALL applicable procurement requirements set forth by the Federal Government, the State of Florida, and the procedures set forth in this statement of qualification request. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is further explained in the Request for Qualifications. Each submittal should include a scope of preliminary services expected to be performed by the firm. It is the intent of this request to meet all requirements of the various federal agencies and any contract(s) resulting from this request will include all requirements and contract language required by the agencies involved, the Code of Federal Regulations, State of Florida, and Federal Emergency Management Agency (FEMA) requirements even if the specific language is not include in this request.

#### **Contact Person:**

All technical questions regarding this Submittal should be directed in writing preferably by email, to Alan Pierce at alanp@franklincountyflorida.com. Questions shall be submitted no later than 12:00 noon EST. on October 10, 2017. Questions submitted after that date and time will not be answered. The Planning Office will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and use are not.

#### **Scope of Services:**

The scope of services may include, but not be limited to, the tasks below. The detailed scope of services will be negotiated between the County and the Firm during contract negotiations.

- Overall project management and construction management for the FEMA projects.
- Coordination of all the services listed below.
- Prepare geotechnical investigation and reports.
- Engineering and design development.
- Cost estimate.
- Attending meetings with FEMA.
- Working drawings.
- Technical specifications.

- Coordination with permitting agencies to achieve a permitted set of drawings.
- Bid schedule (bid form)
- Preparation of bidder pre-qualification questions.
- Clarifications to construction documents.
- Addenda and drawing revisions.
- Evaluation of bid results.
- Responding to requests for information.
- Proposed change order (PCO) evaluations and negotiations.
- Clarifications to construction documents.
- Submittals review and comments.
- Site observations and on-site progress meetings.
- Preparations of supplemental instructions.
- Preparation and maintenance of document logs (RFIs, Submittals, Change Orders, etc.)
- Review of contractor payment applications.
- Preparation of meeting minutes.
- Preparation of punch lists.
- Assistance with obtaining any necessary State and Federal permits.
- Other services could include archeological surveys, monitoring and reporting.
- FEMA coordination and documentation.
- Other services as necessary.
- Complete all long-term post construction monitoring and reporting as required by permitting agencies.

#### **Qualifications:**

In response to this RFQ, the prime consultant shall be a Multi-Service Environmental and Engineering firm. Provide the following information: address of office providing the services, telephone number, summary description of firm, areas of expertise, size of firm (including number of registered professionals), and years in business. Provide the same information requested in this paragraph for any sub-consultants who are a part of your team.

Describe the services, capabilities, and advantages that your firm offers, for example:

- Identify specific staff who would work on projects and their qualifications including: knowledge of state and federal laws and regulations, indicate geotechnical and engineering experience.
- Current work load
- Available staff
- Resources
- Capacity and flexibility to meet schedules, including any unexpected work.
- Ability to perform on short notice and under time constraints.
- Cost control procedures in design and construction and track record in meeting budgets.
- Capabilities that distinguish you from other firms.

#### Project personnel:

Provide detailed resumes of the proposed principle-in-charge, project manager and project designer. Clearly identify experience and qualifications relevant to the services described in this RFQ. **DO NOT SUBMIT OTHER RESUMES.** 

#### **Sub-Consultants:**

Provide detailed resumes of the proposed project manager or project engineer/designer. At your option, you may provide resumes for both the project manager and project engineer/designer. Clearly identify relevant experience. DO NOT SUBMIT OTHER RESUMES.

#### Approach:

Describe how your firm provides efficient and effective services. Indicate your understanding of typical critical project elements, and what special approaches your firm will utilize to control these elements. Describe ability to collaborate, facilitate, and resolve issues in a timely and professional manner particularly in field situations. Issues may include budget and schedule challenges, permitting issues with code enforcement agencies, conflicting interests among project stakeholders, and client requested design changes at a late stage.

#### References:

Prime Consultant and Sub-Consultants: Two business-related references, giving name, company, address, email address or telephone number, and business relationship to firm.

Prime Consultant's Project Manager(s) and Project Designer(s): Two business-related references, giving name, company, address, email address or telephone number, and business relationship

#### **Hourly Billing Rates**

Provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, Project Designer, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

#### **Compliance with Federal Regulations**

- The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Small and Minority Businesses

## §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

a) The non-Federal entity must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

#### Affirmative steps must include:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

#### Other Federal Requirements:

- The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).
- The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5). Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
- The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- The Contractor shall provide reporting as specified in the plans, specification and deliverables section of the contract.
- The County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- The Contractor shall maintain records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000)
- The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

850.227.7200 850.227.7215 fax



February 2, 2021

Mr. Ricky Jones Chairman Franklin County Board of County Commissioners 34 Forbes Street, Suite 1 Apalachicola, Florida 32320

Re:

FEMA Funded Recovery - Task Order #7

Island View Park

Dear Mr. Jones,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services. It is our understanding the County wishes DEI to assist with the design, bidding and contract award and construction inspection of the repairs to the Island View Park located east of Carrabelle, Fl. The tasks DEI will perform these professional services as described below.

#### A. ENGINEERING DESIGN

- 1. DEI will perform a topographic and boundary survey for the project area.
- 2. DEI will work with County staff to develop a preliminary layout for approval. The layout will incorporate the FEMA PW and mitigation work to be completed.
- 3. DEI will coordinate with subconsultants for the geotech, electrical, and irrigation.
- 4. Prepare plans necessary for park repairs and mitigation efforts.
- 5. Prepare applications for all appropriate permit extensions.
- 6. DEI will work with permit agencies on necessary certifications.

Task A Total = \$ 102,750.00

#### B. BIDDING AND CONTRACT AWARD SERVICES

- 1. DEI will prepare contract documents and specifications necessary for bidding the project for construction.
- DEI will assist the County in receiving bids and provide a recommendation for award. 2.

Task B Total = \$ 5,500.00

#### C. CONSTRUCTION ADMINISTRATION AND INSPECTION

- 1. DEI will provide periodic onsite construction observation services from Notice to Proceed through Final Completion.
- 2. DEI will assist in pre-construction meetings and progress meetings.
- 3. DEI will provide site visit reports including photographs documenting DEI's observations.
- 4. DEI will approve Contractor's monthly pay requests.

Task C Total = \$36,226.00

#### TOTAL PROPOSED LUMP SUM FEE: \$144,476.00

All terms and conditions of this Task Order shall be governed by the terms and conditions in the current Professional Services Agreement between Franklin County and Dewberry Engineers Inc. dated February 14<sup>th</sup>, 2018.

Please note the following services are excluded from this Task Order.

- 1. Title searches or opinions
- 2. Construction stakeout surveying
- 3. As-built surveys
- 4. Wetlands delineation and permitting
- 5. Permitting fees

Port St Joe, FL 32456

jbaxley@dewberry.com

850-354-5187

6. FEMA flood zone services

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,	Approved by:
10 (11)	Ricky Jones, Chairman
Josh Baxley, P.E.	
Associate	_
Dewberry	Date:
324 Marina Drive	



VO?

A.

#### Department of Homeland Security Federal Emergency Management Agency

#### General Info

81073 Prolect# **Project Type** 

G - Parks, Recreational Facilities, and Project Category Applicant Franklin County (037-99037-00)

> Other Items Event 4399DR-FL (4399DR)

**Project Title** Island View Park E of Carrabelle

## Damage Description and Dimensions

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#### The Disaster # 4399DR, which occurred between 10/07/2018 and 10/19/2018, caused:

#### Damage #329034; East Pier

Facility is a new county waterfront park designed for passive recreation, fishing, and water access (kayaks). Park was dedicated in August 2018. The park is built on 2.5 acres, South of Old Hwy 98. Hurricane Michael storm surges created extensive damage.

#### General Facility Information:

- Facility Type: Parks, Cemeteries, and Recreational Facilities
- Facility: Island View Park, Carrabelle, Franklin Co., FL
- Facility Description: Facility is a new county waterfront park designed for passive recreation, fishing, and water access(kayaks). Park was dedicated in August 2018. The park is built on 2.5 acres, South of Old Hwy 98.
- Year Built: 2018
- Location Description: Hwy 98 East Carrabelle, FL 32322
- GPS Latitude/Longitude: 29.85373, -84.63602

#### General Damage Information:

- Date Damaged: 10/10/2018
- Cause of Damage: The cause of damage was the saltwater storm surge associated with Hurricane Michael

#### **Facility Damage:**

- Lighting, 4 each of Solar docks lights. Unknown Part #, storm surge due to Hurricane Michael, 0% work completed.
- Signage, 4 each of metal signage (No Mooring), 14 IN long x 10 IN wide, storm surge due to Hurricane Michael, 0% work completed.
- Plers, 153 each of Composite/resin Handrail Posts, 4 FT long x 4 IN wide x 4 IN high, Storm surge caused by Hurricane Michael, 0% work completed.
- Piers, Composite/resin Handrail, 2,448 FT long x 6 IN wide x 2 IN thick, Storm surge caused by Hurricane Michael, 0% work completed.
- Piers, Composite/resin Handrail balusters, 4,284 FT long x 2 IN wide x 2 IN thick, Storm surge caused by Hurricane Michael, 0% work completed.
- Piers, 153 each of 3"x3" metal wire mesh Handrail panels, 4 FT long x 4 FT high, Storm surge caused by Hurricane Michael, 0% work completed.
- Piers, Presure Treated Wood Pier Stringers, 244 FT long x 12 IN wide x 2 IN thick, Storm surge caused by Hurricane Michael, 0% work completed.

1 of 16

- Plers, 1lN x 6lN Composite/resin Decking, 30 FT long x 16 FT wide, Storm surge caused by Hurricane Michael, 0% work completed.
- Piers, 1lN x 6lN Composite/resin Decking, 608 FT long, Storm surge caused by Hurricane Michael, 0% work completed.

#### Damage #329042; West Pier

Facility is a new county waterfront park designed for passive recreation, fishing, and water access(kayaks). Park was dedicated in August 2018. The park is built on 2.5 acres, South of Old Hwy 98. Hurricane Michael storm surges created extensive damage.

#### General Facility Information:

- Facility Type: Parks, Cemeteries, and Recreational Facilities
- Facility: Island View Park, Carrabelle, Franklin Co., FL
- Facility Description: Facility is a new county waterfront park designed for passive recreation, fishing, and water access(kayaks). Park was dedicated in August 2018. The park is built on 2.5 acres, South of Old Hwy 98
- Year Built: 2018
- Location Description: Hwy 98 East Carrabelle, FL 32322
- GPS Latitude/Longitude: 29.85360, -84.65387

#### General Damage Information:

- Date Damaged: 10/10/2018
- Cause of Damage: The cause of damage was the saltwater storm surge associated with Hurricane Michael

#### **Facility Damage:**

- Lighting, 4 each of Solar Dock Lights, storm surge due to Hurricane Michael, 0% work completed.
- Piers, 110 each of Composite/resin Handrail Posts, 4 FT long x 4 IN wide x 4 IN thick, The cause of damage was the saltwater storm surge associated with Hurricane Michael, 0% work completed.
- Piers, Composite/resin Handrail, 1,744 FT long x 6 IN wide x 2 IN deep, The cause of damage was the saltwater storm surge associated with Hurricane Michael, 0% work completed.
- Piers, Composite/resin Handrail balusters, 3,052 FT long x 2 IN wide x 2 IN deep, The cause of damage
  was the saltwater storm surge associated with Hurricane Michael, 0% work completed.
- Piers, 109 each of 3 lN x 3 lN wire mesh Handrail panels, 4 FT wide x 4 FT high, The cause of damage was
  the saltwater storm surge associated with Hurricane Michael, 0% work completed.
- Piers, Pressure Treated Wood Pier structure stringers, 175 FT long x 2 IN wide x 12 IN high, The cause of damage was the saltwater storm surge associated with Hurricane Michael, 0% work completed.
- Piers, 480 SF of 1 IN x 6 IN Composite/resin Decking, 30 FT long x 16 FT wide, The cause of damage was the saltwater storm surge associated with Hurricane Michael, 0% work completed.
- Piers, 1 IN x 6 IN Composite/resin Decking, 436 FT long, The cause of damage was the saltwater storm surge associated with Hurricane Michael, 0% work completed.

#### Damage #329049; Miscellaneous Systems

#### General Facility Information:

- Facility Type: Parks, Cemeteries, and Recreational Facilities
- Facility: Island View Park, Carrabelle, Franklin Co., FL
- Facility Description: Facility is a new county waterfront park designed for passive recreation, fishing, and water access(kayaks). Park was dedicated in August 2018. The park is built on 2.5 acres, South of Old Hwy 98.
- Year Built: 2018
- Location Description: Hwy 98 East Carrabelle, FL 32322
- GPS Latitude/Longitude: 29.85360, -84.65387

#### General Damage Information:

- **Date Damaged:** 10/10/2018
- Cause of Damage: The cause of damage was the saltwater storm surge associated with Hurricane Michael

#### **Facility Damage:**

#### No Location/Grouping:

- Parking Lots, 4,200 SF of Retention Pond, Area, Filled with sand from storm surge, 0% work completed.
- Parking Lots, Parking Lot Storm Drainage, 200 LF long, Filled with sand from storm surge, 0% work completed.

#### Electrical:

 Parking Lots, 1 each of wiring # 16 gauge, 2,000 FT long, storm surge associated with Hurricane Michael., 0% work completed.

#### Electrical 29.85391, -84.63587:

- Parking Lots, 1 each of Electrical Meter, 5 FT long, storm surge associated with Hurricane Michael., 0% work completed.
- Parking Lots, 1 each of Connection Box for the Utilities. Green in Color., 4 FT long x 40 IN wide, storm surge associated with Hurricane Michael., 0% work completed.

#### Electrical 29.85391, -84.63591:

- Parking Lots, 1 each of Electrical Box, Breaker Box, 30 IN long x 18 IN wide, storm surge associated with Hurricane Michael., 0% work completed.
- Parking Lots, 1 each of LP8-Quick Start Programmer Light Box Watt Stopper 800-852-2278, 25 IN long x 21 IN wide, storm surge associated with Hurricane Michael., 0% work completed.
- Parking Lots, 1 each of Sub Drive Connect Franklin Electric County wide programmer Box., 20 IN long x 15 IN wide, storm surge associated with Hurricane Michael., 0% work completed.
- Parking Lots, 1 each of Hunter Sprinkler Control Box., 12 IN long x 12 IN wide, storm surge associated with Hurricane Michael., 0% work completed.

#### Irrigation:

- Parking Lots, 1 each of PVC 3/4 irrigation pipe, 750 FT long, storm surge associated with Hurricane Michael., 0% work completed.
- Parking Lots, 1 each of wiring # 12 gauge, 5,000 FT long, storm surge associated with Hurricane Michael., 0% work completed.

#### Parking Lot 29.85372, -84.63584:

 Lighting, 1 each of Unknown, picture showing like fixture., high winds associated with Hurricane Michael., 0% work completed.

#### Damage #329058; Parking Area

#### General Facility Information:

- Facility Type: Parks, Cemeteries, and Recreational Facilities
- Facility: Island View Park, Carrabelle, Franklin Co., FL
- Facility Description: Facility is a new county waterfront park designed for passive recreation, fishing, and water access(kayaks). Park was dedicated in August 2018. The park is built on 2.5 acres, South of Old Hwy 98.
- Year Built: 2018
- Location Description: Hwy 98 East Carrabelle, FL 32322
- GPS Latitude/Longitude: 29.85360, -84.65387

#### General Damage Information:

- Date Damaged: 10/10/2018
- Cause of Damage: The cause of damage was the saltwater storm surge associated with Hurricane Michael

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#### Facility Damage:

#### 29.85369, -84.63587, -84.63587:

 Signage, 4 each of Park Info, 42 IN long x 18 IN wide, storm surge due to Hurricane Michael, 0% work completed.

#### GPS 29.85312, -84.63627:

 Signage, 1 each of Park Info, sign missing, 20 IN long x 18 IN wide, storm surge due to Hurricane Michael, 0% work completed.

#### GPS 29.85332, -84.63594:

 Parking Lots, 4 each of Bear proof trash cans, 44 IN long x 23 IN wide, storm surge due to Hurricane Michael, 0% work completed.

#### GPS 29.85332, -84.63617:

 Parking Lots, 2 each of Sitting bench tops., 44 IN long x 21 IN wide, tops fell off due to storm surge associated with Hurricane Michael., 0% work completed.

#### GPS 29.85334, -84.63618:

 Parking Lots, 4 each of Bear proof trash cans, 44 IN long x 23 IN wide, storm surge due to Hurricane Michael., 0% work completed.

#### GPS 29.85369, -84.63587:

 Signage, 1 each of Park info, 20 IN long x 18 IN wide, storm surge due to Hurricane Michael, 0% work completed.

#### Parking lots:

- Parking Lots, Concrete Curb, 622 FT long x 12 IN wide x 12 IN high, Damage caused by storm surge, 0% work completed.
- Parking Lots, Concrete 5 FT Side Walks, 745 FT long, Damage caused by storm surge, 0% work completed.
- Parking Lots, 4,086 SF of Concrete Pavers, 227 FT long x 18 FT wide, Displaced by storm surge, 0% work completed.
- Parking Lots, 1 each of Fascia stone, 124 FT long, storm surge due to Hurricane Michael.,
   0% work completed.
- Parking Lots, top cap tile stone to cover 124 feet of retention wall., 16.5 IN long x 23.5 IN wide x 2 IN deep, storm surge due to Hurricane Michael, 0% work completed.
- Parking Lots, 186 SF of fascia stone 9 inch long x 24 inch wide. To cover 124 foot retaining wall, tile 1.5 square foot., 9 IN long x 24 IN wide, storm surge due to Hurricane Michael, 0% work completed.
- Parking Lots, 480 SF of concrete ADA ramp, 96 FT long x 5 FT wide, storm surge, 0% work completed.
- Parking Lots, 1 each of concrete 7 steps 12 FT wide, storm surge, 0% work completed.
- Parking Lots, precast wall caps, 195 LF long, storm surge, 0% work completed.
- Parking Lots, colored concrete banding, 345 FT long, storm surge, 0% work completed.
- Parking Lots, 465 SF of exposed aggregate concrete in pedestrian area, storm surge, 0% work completed.

## Final Scope

329034 East Pier

#### Work to be completed

The applicant will utilize contract work for exterior repairs to Island View Park East Pier to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.

4 of 16

- A. Remove and replace 4 each of Solar dock lights.
- B. Remove and replace 4 each of metal signage (No Mooring).
- C. Remove and replace 153 each of 4 in x 4 in composite handrail posts.
- D. Remove and replace 2,448 LF of 2 in x 6 in composite board handrail component.
- E. Remove and replace 4,284 LF of 2 in x 2 in composite baluster material handrail component.
- F. Remove and replace 153 each of metal mesh panel handrail component.
- G. Remove and replace 244 LF of 2 in x 12 in pressure treated, outer stringer/band board.
- H. Remove and replace 480 SF of 1 in x 6 in composite decking on the terminal pier area.
- I. Remove and replace 608 LF of 1 in x 6 in composite decking material.

Work to be Completed Total: \$68,499.72

#### Scope Notes:

1. GPS coordinates for DI 329034 (East Pier) should be 29.85352, -84.63579, not 29.85373, -84.63602

#### **Project Notes:**

- 1. Applicant furnished an "Opinion of Probable Construction Cost" estimate obtained from an architect/engineering firm; however, the Scope of Work of their estimate varies significantly from the damages listed in the FEMA DDD. Therefore, the "Opinion of Probable Construction Cost" could not be validated.
- 2. All site estimates for work to be completed were generated by the FEMA CRC using RS Means Year 2019 Quarter 4. See attachment labeled 81073 DR4399FL Cost Summary.xlsx.
- 3. Applicant will comply with its local, state, federal procurement laws, regulations and procedures.
- 4. Coordinates for damaged facilities were checked for accuracy; GPS corrections, where necessary, are noted in DI scope notes.
- 5. All borrow, fill and/or aggregate material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

#### 406 HMP Scope

Damage Inventory: 329034 Location: US Hwy 98 Island View Park East Pier

GPS: 29.85352, -84.63579

(I) Damages Description & Dimensions (DDD):

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During Hurricane Michael (Incident period 10/7/18 - 10/19/18) storm surge and debris damaged approx 480SF of composite decking at the terminal end of East Pier, Approx 153 4"x 5' composite handrail posts were broken off, along with 2,448LF of handrail components were damaged.

Total Project Cost for this Di # = \$68,499.72

#### (II) Hazard Mitigation Proposal (HMP) Scope of Work:

In an effort to reduce or minimize the potential for similar damage during future extreme rain events, the applicant proposes to replace the solid composite decking at the terminal end of the East Pier with Flowthru decking, add 1" stainless steel pipes inside the hollow composite handrall posts, and replace the 2" mesh balusters with stainless steel balusters.

Items NOT Needed II HMP is Approved:

6,732LF 2" x 2" baluster framing @ \$2.00 LF = \$13,464.00

Labor to replace 6,732LF 2" x 2" baluster framing @ \$0.87 LF = \$3,727.08

612LF Wire fencing for balusters @ \$1.30LF = \$795.50

Labor to replace 612LF wire fencing for balusters @ \$1.67 = \$1,022.04

660 LF 1" x 6" composite deck boards @ \$3.93LF = \$2,593.80

Labor to replace 660 LF 1"x 6" composite deck boards @ \$0.81 = \$534.60

Total of Items NOT Needed = \$22,137.02

Items NEEDED If HMP is Approved:

24,500 LF (10 strands) 316 Stainless Steel Wire 5/32" 2965LB breaking strength @ \$1.77 LF = \$43,365.00

10 Ea (Pack of 10) RailEasy Stainless Steel Tensioners for 5/32" cable @ \$189.99 Ea = \$1,899.90

Labor to install 2,450 LF Stainless Steel Wire Cable @ \$4.00 LF = \$9,800.00

39 Ea 1"x20" Stainless Steel Tubing @ \$159.99 Ea = \$6,239.61

Labor to Install 765LF 1"x20" Stainless Steel Tubing @ \$1.33 LF = \$1,017.45

120 Ea 12"x 4" Thruflow Decking Panel @ \$28.50 Ea = \$3,420.00

Labor to install 120 Ea Thruflow Decking Panel @ \$3.24 Ea = \$388.80

14lbs 2 1/2" Stainless Steel Screws @ \$9.95lb (approx 71 per lb) = \$139.30

Total Items NEEDED: \$66,270.06

Net mitigation cost for this DI# = \$44,133.04

(III) Hazard Mitigation Ratio (HMR):

HMR= (Total Hazard Mitigation Cost/PW Total Cost of Damage Elements) X 100

HMR = (\$44,133.04/ \$68,499.72) X 100 =64.43%

(iV) HMP Feasibility and Cost-Effectiveness: 100% Rule

The Hazard Mitigation Proposal for DI #329034 is \$44,133.04 or 64.43% and is in accordance with the 100% rule of the FEMA PA Program and Policy Guide Version 3, 2018 - Mitigation Section - II, B Marine Pier Ramps.

#### 329042 West Pier

#### Work to be completed

The applicant will utilize contract work for exterior repairs to Island View Park West Pier to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.

- A. Remove and replace 4 cach of Solar Dock Lights.
- Remove and replace 110 each of 4 in x 4 in composite handrail post. B.
- Remove and replace 1,744 LF of 2 in x 6 in composite board handrail component.
- Remove and replace 3,052 LF of 2 in x 2 in composite baluster material handrail component. D.
- Remove and replace 109 each of metal mesh panel handrail component. E.
- Remove and replace 175 LF of 2 in x 12 in pressure treated outer stringer/band board.
- Remove and replace 480 SF of 1 in x 6 in composite decking material.
- Remove and replace 436 LF of 1 in x 6 in composite decking material.

Date Downloaded: 8/24/20 9:07am EDT

Work to be Completed Total: \$45,821.20

#### Scope Notes:

GPS coordinates for DI 329042 (West Pier) should be 29.85285, -84.63665, not\_29.85360, -84.65387.

#### 406 HMP Scope

Damage Inventory: 329042 Location: US Hwy 98 Island View Park West Pier GPS: 29.85285, -84.63665

#### (i) Damages Description & Dimensions (ODD):

During Hurricane Michael (Incident period 10/7/18 - 10/19/18) storm surge and debris damaged approx 480SF of composite decking at the terminal end of West Pier. Approx 110 4°x 5' composite handrail posts were broken off, along with 1,744LF of handrail components were damaged.

Total Project Cost for this DI# = \$45,821.20

#### (ii) Hazard Mitigation Proposal (HMP) Scope of Work:

In an effort to reduce or minimize the potential for similar damage during future extreme rain events, the applicant proposes to replace the solid composite decking at the terminal end of the East Pier with Flowthru decking, add 1" stainless steel pipes inside the hollow composite handrall posts, and replace the 2" mesh balusters with stainless steel cable horizontal balusters.

#### Items NOT Needed If HMP is Approved:

4,796LF 2"x2" baluster framing @ \$2.00 LF = \$9,592.00

Labor to replace 4,796LF 2"x2" baluster framing @ \$0.87 LF = \$4,172.52

436LF Wire fencing for balusters @ \$1.30LF = \$566.80

Labor to replace 436LF wire fencing for balusters @ \$1.67 = \$728.12

660 LF 1"x 6" composite deck boards @ \$3.93 LF = \$2,593.80

Labor to replace 660 LF 1"x 6" composite deck boards @ \$0.81 = \$534.60

Total of Items NOT Needed = \$18,187.84

#### Items NEEDED If HMP is Approved:

17,440 LF (10 strands) 316 Stainless Steel Wire 5/32" 2,965LB breaking strength @ \$1.77 LF = \$30,868.80

6 Ea (Pack of 10) RailEasy Stainless Steel Tensioners for 5/32" cable @ \$189.99 Ea = \$1,139.94

Labor to install 1,744 LF Stainless Steel Wire Cable @ \$4.00 LF = \$6,976.00

28 Ea 1"x20' Stainless Steel Tubing @ \$159.99 Ea = \$4,479.72

Labor to install 550LF 1"x20' Stainless Steel Tubing @ \$1.33 LF = \$731.50

120 Ea 12"x 4" Thruflow Decking Panel @ \$28.50 Ea = \$3,420.00

Labor to install 120 Ea Thruflow Decking Panel @ \$3.24 Ea = \$388.80

14lbs 2 1/2" Stainless Steel Screws @ \$9.95lb (approx 71 per lb) = \$139.30

Total Items NEEDED: \$48,144.06

Net mitigation cost for this DI# = \$29,956.22

#### (III) Hazard Mitigation Ratio (HMR):

HMR= (Total Hazard Mitigation Cost/PW Total Cost of Damage Elements) X 100

HMR = (\$29,956.22 / \$45,821.20) X 100 = 65.38%

#### (IV) HMP Feasibility and Cost-Effectiveness: 100% Rule

The Hazard Mitigation Proposal for DI #329042 is \$29,956.22 or 65.38% and is in accordance with the 100% rule of the FEMA PA Program and Policy Guide Version 3, 2018 - Mitigation Section - II, B Marine Pier Ramps.

#### (V) Compliances and Assurances

If this HMP is approved and the mitigation is not performed, the Applicant must apply for a change in the Scope of Work and de-obligation of the HMP funding. Failure to complete the work of the HMP may limit future FEMA funding of repairs at the site, in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the applicant should submit a change in scope request. This HMP is subject to further review prior to award. Applicant is responsible for obtaining all applicable permits.

(VI) <u>General Statement</u>: If a change in diameter size or addition of headwalls to culverts: This HMP is contingent upon completion of a Hydrology and Hydraulics study (H&H; funded by the PW for this site) to determine possible upstream and downstream impacts of the proposed mitigation. If the H&H study indicates that the proposed changes will have adverse effects, this HMP is invalid and should be removed from the PW.

#### 329049 Miscellaneous Systems

Date Downloaded: 8/24/20 9:07am EDT 7 of 16

#### Work to be completed

The applicant will utilize contract work for exterior repairs to Island View Park Miscellaneous Systems to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.

#### No Location/Grouping:

- A. Remove 4,200 CF of sand from retention pond.
- B. Remove sand from 200 LF of parking area drainage piping to retention pond.

#### Electrical:

C. Remove and replace 2,000 FT of #16 gauge wiring.

#### Electrical 29.85391, -84.63587;

- D. Remove and replace 1 each of Electrical Meter.
- E. Remove and replace 1 each of Connection Box for the Utilities.

#### Electrical 29.85391, -84.63591;

- F. Remove and replace 1 each of Electrical Box, Breaker Box.
- G. Remove and replace I each of LP8-Quick Start Programmer Light Box Watt Stopper 800-852-2278.
- H. Remove and replace 1 each of Sub Drive Connect Franklin Electric County wide programmer Box.
- I. Remove and replace 1 each of Hunter Sprinkler Control Box.

#### Irrigation:

- J. Remove and replace 750 LF of PVC 3/4 irrigation pipe.
- K. Remove and replace 5,000 LF of wiring # 12 gauge.

#### Parking Lot 29.85372, -84.63584:

- L. Remove and replace 1 each of light fixture.
- M. Remove and replace 1 each of sprinkler system covering 2.5 acres.
- N. Remove and replace 1 each of parking lot lighting.

Cost Estimating Format Total: \$347,746.70

#### Scope notes:

- 1. GPS coordinates for DI 329049 should be 29.85360, -84.63587, not 29.85360, -84.65387.
- 2. The retention pond area is not a jurisdictional wetland. It was created as part of the project construction as drainage for

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the parking lot. For outline of retention pond location and associated drainage piping, see Sheet Number DEM02 of attachment 81073 DR4399FL Island View Park\_Demo\_Plans\_DRAFT\_190416.

3. A discrepancy exists between the SOW and DDD. Line items M and N are not captured on the DDD. These line items were included on a DI that was removed from the project and consolidated into this DI. While these two items are not in the DDD; they are included in the Site Inspection Report and were intended to be captured and costed out as part of this project.

#### 406 HMP Scope

Damage Inventory: 329049

Location: US Hwy 98 Island View Park Electrical System GPS: 29.85360, -84.63587

(I) Damages Description & Dimensions (DDD):

During Hurricane Michael (Incident period 10/7/18 - 10/19/18) storm surge inundated the electrical panels and pushed over the electrical panel frame damaging all electrical components that supply Island View Park.

Total Project Cost for this DI # = \$347,746.70

(II) Hazard Mitigation Proposal (HMP) Scope of Work;

Ge- Aldres as

In an effort to reduce or minimize the potential for similar damage during future extreme rain events, the applicant proposes placing all electrical panels in stainless steel waterproof boxes on a 12' raised aluminum platform.

Items NOT Needed if HMP is Approved:

1 Enclosure panel, 48"x36", NEMA 12 & 4 @ \$274.74

Labor to install 1 Panel @ \$33.00

1 Enclosure panel, 48"x36", NEMA 12 & 4 @ \$121.61

Labor to install 1 Panel @ \$27.00

Total Items NOT Needed: \$456.35

Items NEEDED if HMP is Approved:

1 48"x36"x16" Stainless Steel 316 Waterproof NEMA 4 Electrical Panel @ \$5,550.35

1 5'x 5' Alum Platform and Stairs 10" Aluminum Channel w/ Non Slip Treads

& Grating Epoxy Anchors, Concrete Landing Stab, Sonotubes w/Rebar @ \$4,500.00

Labor to Install 1 Platform @ \$2,500.00

Total Items NEEDED: \$12,550.35

Net mitigation cost for this DI# = \$12,094.00

(III) Hazard Mitigation Ratio (HMR):

HMRe (Total Hazard Mitigation Cost/PW Total Cost of Damage Elements) X 100

HMR = (\$12,094.00/ \$347,746.70) X 100 =3.48%

(IV) HMP Feasibility and Cost-Effectiveness: 100% Rule

The Hazard Mitigation Proposal for DI #329049 is \$12,094.00 or 3.48% and is in accordance with the 100% rule of the FEMA PA Program and Policy Guide Version 3, 2018 - Mitigation Section - page 193 I. Drainage Structures: B. For the purpose of erosion control.

#### (V) Compliances and Assurances

If this HMP is approved and the mitigation is not performed, the Applicant must apply for a change in the Scope of Work and de-obligation of the HMP funding. Fallure to complete the work of the HMP may limit future FEMA funding of repairs at the site, in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the applicant should submit a change in scope request. This HMP is subject to further review prior to award. Applicant is responsible for obtaining all applicable permits.

[VI] General Statement: If a change in diameter size or addition of headwalls to culverts: This HMP is contingent upon completion of a Hydrology and Hydraulics study (H&H; funded by the PW for this site) to determine possible upstream and downstream impacts of the proposed mitigation. If the H&H study indicates that the proposed changes will have adverse effects, this HMP is invalid and should be removed from the PW.

329058 Parking Area

#### Work to be completed

The applicant will utilize contract and/or force account for exterior repairs to Island View Park Parking Area to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.

GPS 29.85369, -84.63587:

9 of 16

A. Remove and replace 4 each of Park Info signs.

#### GPS 29.85312, -84.63627;

B. Remove and replace 1 each of Park Info sign.

#### GPS 29.85332, -84.63594;

C. Replace 4 each of Bear proof trash cans.

#### GPS 29.85332, -84.63617;

D. Replace 2 each of Sitting bench tops.

#### GPS 29.85334, -84.63618:

E. Replace 4 each of Bear proof trash cans.

#### GPS 29.85369, -84.63587;

F. Remove and replace 1 each of Park Info sign.

#### Parking lots:

- G. Remove and replace 622 FT of Concrete Curb.
- H. Remove and replace 745 FT of Concrete Side Walks.
- I. Remove and replace 4,086 SF of Concrete Pavers.
- J. Remove and replace 124 FT of Fascia stone.
- K. Remove and replace top cap tile stone.
- L. Remove and replace 186 SF of fascia stone.
- M. Remove and replace 480 SF of concrete ADA ramp.
- N. Remove and replace 7 of concrete steps.
- O. Remove and replace 195 LF of precast wall caps.
- P. Remove and replace 345 FT of colored concrete banding.
- Q. Remove and replace 465 SF of exposed aggregate concrete.

Cost Estimating Format Total: \$442,331.68

#### Scope notes:

I. GPS coordinates for DI 329058 should be 29.85360, -84.63587, not 29.85360, -84.65387 as listed in the DDD

Date Downloaded: 8/24/20 9:07am EDT

General Facility Information.

2. Work to be Completed in this Large Project DI was estimated using FEMA CEF (Cost Estimating Format) per the CEF for Large Projects Instructional Guide V2.1 dated September 2009. See attached file: 81073 – DR4399FL – DI 329058 - CEF.pdf.

#### 406 HMP Scope

#### Damage Inventory: 329058

Location: US Hwy 98 Island View Parking Lot GPS: 29.85360, -84.63587

#### (I) Damages Description & Dimensions (DDD):

During Hurricane Michael (Incident period 10/7/18 - 10/19/18) storm surge undermined the pavers and 345LF of concrete banding in the pavilion area, 4,086SF of the paver parking lot, 745LF of concrete sidewalks that surround the parking lot, 622LF of concrete curbing, and 120LF of fascia stone on the ADA ramp wall.

Total Project Cost for this DI # = \$442,331.68

#### (II) Hazard Mitigation Proposal (HMP) Scope of Work:

In an effort to reduce or minimize the potential for similar damage during future extreme storm surge events, the applicant proposes setting the parking lot pavers in a concrete pan and adhere the pavers with polymeric sand, install 400LF of 12 deep sheet pile on the waterside of the sidewalk, replace 120LF fascia ADA covered block wall with a cast in place decorative wall.

#### Items NEEDED If HMP is Approved:

#### Sidewalk, Parking Lot, & Hardscapes Protection:

2,436SF of PZ-12 Epoxy Coated Sheet Pile, Steel, Pile Driven Incl. Labor @ \$38.01SF = \$92,592.36

#### Parking Lot:

9,651 SF 4 inch thick, fiber mesh reinforced 3500 PSI concrete. @ \$1.80sf = \$17,371.80

681 hrs. Basic labor to install concrete pad. @ \$57.69hr = \$39,286.89

9,040 SF Cost of related materials and supplies @ \$.20 SF = \$1,808.00

Daily rental 1 job related costs of specialty equipment. @ \$85.00

190 hrs. Excavate with hand tools to a uniform depth below final surface level @ \$57.69hr = \$10,961.10

9,651 SF Galvarized wire reinforcing mesh. @ 0.16 SF = \$1,544.16

38 Hrs. Basic labor to install wire mesh for concrete @ 57.69 Hr. = \$2,192.22

9,651 SF Cost of related materials and supplies to install wire mesh for concrete @ \$0.23 SF \$2,219.73

272 EA 50lbs Polymeric Sand @ \$22.99 50lbs = \$6,253.28

#### Hardscapes Area:

2,361 SF 4 inch thick, fiber mesh reinforced 3500 PSI concrete. @ \$1.80sf = \$4,249.80

167 hrs Basic labor to install concrete pad @\$57.69hr = \$9,634.23

2,361 SF Cost of related materials and supplies @ \$.20 SF = \$472.20

Daily rental 1 job Job related costs of specialty equipment @\$85.00

47 hrs Excavate with hand tools to a uniform depth below final surface level @\$57.69hr = \$2,711.43

2,361 SF Galvanized wire reinforcing mesh. @ 0.16 SF = \$377.76

10 Hrs Basic labor to install wire mesh for concrete @ 57.69 Hr = \$576.90

2,361 SF Cost of related materials and supplies @ \$0.23 SF \$543.03

72 EA 50lbs Polymeric Sand @ \$22.99 50lbs = \$1,655.28

#### Decorative Retaining Wall:

#### Formwork Cost:

398 SF Wood forms, staked with form liner @ \$0.25.51 SF = \$10,152.98

11.5 Hr Concrete Form Setup Labor, Basic labor @ \$57.69Hr = \$663.44

398 SF Concrete Form Setup Job Supplies @ \$.014 SF = \$55.72

1 job Concrete Form Setup Equipment Allowance @ \$47.00

7.8 Hrs Slab Excavation: Excavate with hand tools to a uniform depth @ \$57.69Hr = \$449.99

#### Stamped Concrete Cost:

398 SF 6 inch thick, fibermesh reinforced 3500 PSI concrete. Pattern embossed finish. @ \$2.81 SF = \$1,118.38

81.8 Hrs Stamped Concrete Installation Labor, Basic labor @ \$57.69 HR = \$4,719.04

398 SF Stamped Concrete Installation Job Supplies Cost @ \$0.23 = \$91.54

1 job Stamped Concrete Installation Equipment Allowance Daily rental @ \$136.00

#### Items NOT Needed if HMP is Approved:

372 SF Concrete block, decorative, splite face 4"x 8"x 16" @ \$3.51 SF = (\$1,305.72)

372 SF Labor Concrete block, decorative, splite face 4"x 8"x 16" @ \$3.28 SF = (\$1,220.16)

372 SF Concrete block, decorative, split face or scored splitface, 4" thick @ \$0.60 SF = (\$223.20)

CEF Costs: \$209,305.18 @ 60% = \$125,583.11

11 of 16

Net mitigation cost for this DI # including CEF = \$334,888.22

(III) Hazard Mitigation Ratio (HMR):

HMR= (Total Hazard Mitigation Cost/PW Total Cost of Damage Elements) X 100

HMR = (\$334,888.22/\$442,331.68) X 100 =75.71%

(IV) HMP Feasibility and Cost-Effectiveness: 100% Rule

The Hazard Mitigation Proposal for DI #329058 is \$334,888.22 or 75.71% and is in accordance with the 100% rule of the FEMA PA Program and Policy Guide Version 3, 2018 - Mitigation Section - page 193 I. Drainage Structures: B. For the purpose of erosion control.

#### (V) Compliances and Assurances

If this HMP is approved and the mitigation is not performed, the Applicant must apply for a change in the Scope of Work and de-obligation of the HMP funding. Failure to complete the work of the HMP may limit future FEMA funding of repairs at the site, in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the applicant should submit a change in scope request. This HMP is subject to further review prior to award. Applicant is responsible for obtaining all applicable permits.

(VI) <u>General Statement</u>; if a change in diameter size or addition of headwalls to culverts: This HMP is contingent upon completion of a Hydrology and Hydraulics study (H&H; funded by the PW for this site) to determine possible upstream and downstream impacts of the proposed mitigation. If the H&H study indicates that the proposed changes will have adverse effects, this HMP is invalid and should be removed from the PW.

#### Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	\$68,499.72	Uncompleted
9001 (Contract)	1.00	Lump Sum	\$45,821.20	Uncompleted
9000 (CEF Cost Estimate)	1.00	Lump Sum	\$347,746.70	Uncompleted
9000 (CEF Cost Estimate)	1.00	Lump Sum	\$442,331.68	Uncompleted

CRC Gross Cost	\$904,399.30
Total 406 HMP Cost	\$421,071.48
Total Insurance Reductions	\$0.00
CRC Net Cost	\$1,325,470.78
CRC Net Cost Federal Share (75.00%)	\$1,325,470.78 \$994,103.09

#### Subgrant Conditions

- As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the applicant's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work. Project Worksheets written as large projects (costs above the large project threshold) are reimbursed based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance
  grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others,
  the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA
  Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated
  by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients
  unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to
  this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a
  particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate
  otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program

13 of 16

and Policy Guide.

#### Additional Information

#### FACTS 3-26-2020

During the declared incident period storm surge flood damaged East Pier, West Pier, Miscellaneous Systems & Parking Areas of Island View Park.

#### REPETITIVE DAMAGES

No previous disaster requirements found.

#### **FINDINGS**

This applicant submitted a Commercial all risk Insurance Policy from Florida Municipal Insurance Property Trust Policy FMIT #0883 effective dates of October 1, 2018 thru October 1, 2019, property limits of liability is \$39,159,647.00 with Personal Property limits of \$4,999,952.00 subject to a Named Storm deductible of 5% TIV per location on scheduled property with basic \$5,000.00 deductible. Flood coverage is included as defined by NFIP policy coverage.

#### Damage #329034; East Pier; \$68,499.72 + mitigation of \$44,133.04 = \$112,632.76

Storm surge flooding damaged solar dock lights, handrails, decking & framing materials. No prior O&M requirement was found for this facility. Facility is not scheduled for coverage. Coverage is not anticipated. Damage cost \$68,499.72 is not covered by insurance. No insurance requirements are mandated for work listed in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles.

#### Damage #329042; West Pier: \$45,821.20 + mitigation of \$29,956.22 = \$75,777.42

Storm surge flooding damaged solar dock lights, handrails, decking & framing materials. No prior O&M requirement was found for this facility. Facility is not scheduled for coverage. Coverage is not anticipated. Damage cost \$45,821.20 is not covered by insurance. No insurance requirements are mandated for work listed in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles.

#### Danrage #329049; Miscellaneous Systems; \$347,746.70 + mitigation of \$12,094.00 = \$359,840.70

Storm surge flooding damaged parking lots, electric wiring & meter & irrigation pipes. No prior O&M requirement was found for this facility. Facility is not scheduled for coverage. Coverage is not anticipated. Damage cost \$347,746.70 is not covered by insurance. No insurance requirements are mandated for work listed in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles.

#### Damage #329058; Parking Area; \$442,331.68 + mitigation of \$334,888.22 = \$777.219.90

Storm surge flooding damaged parking lot signs, trash cans, benches, curbs, sidewalks, ramps, wall caps and gravel. No prior O&M requirement was found for this facility. Facility is not scheduled for coverage. Coverage is not anticipated. Damage cost \$442,331.68 is not covered by insurance. No insurance requirements are mandated for work listed in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles.

#### FEMA Policy 206-086-1

#### PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

- Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.
  - 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
  - 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
  - 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

#### REQUIREMENTS

A Standard Flood Insurance Policy issued by the National Flood Insurance Program is the basis used to determine if a building or its contents can be insured for the peril of flood. As a result, the requirement to obtain and maintain insurance is not being mandated for the facilities described in this

Date Downloaded: 8/24/20 9:07am EDT

project as these facilities are not insurable by a Standard Flood Insurance Policy.

Patrick Mahoney, Insurance Specialist FEMA PA CRC East.

#### **O&M Requirements**

There are no Obtain and Maintain Requirements on Island View. Park E of Carrabelle.

#### 406 Mitigation

There is no additional mitigation information on Island View Park E of Carrabelle

#### Environmental Historical Preservation

Is this project compliant with EHP laws and orders?



#### **EHP Conditions**

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to
  comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits
  and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential
  archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- NHPA CONDITION: Prior to conducting repairs, the subgrantee must identify the source and location of fill material and
  provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed
  land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State
  Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding;
  verification of compliance will be required at project closeout.
- ESA CONDITION: The proposed project must adhere to the attached USACE NMFS Florida State-wide PBO dated 04/12/2015, General Project Design Criteria (PDC) AP.1-15 and Activity Specific PDCs A2.1-15. The subgrantee must also adhere to the attached Sea Turtle, Gulf Sturgeon, and Smalltooth Sawfish Construction Conditions and Standard Manatee Conditions for In-Water Work. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- CWA CONDITION: The subgrantee must comply with the terms and conditions of USACE Permit No. SAJ-2012-02515
  (MOD-LSL) and SAJ-2012-02715 (MOD-LSL) and associated guidance. The subgrantee must obtain permit modifications
  as necessary. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be
  required at project closeout.
- CZMA CONDITION: The subgrantee is responsible for obtaining any required FDEP Environmental Resource Program
  (ERP) permits/waivers. Compliance with FDEP requirements constitutes compliance with Florida CZM. Failure to comply
  with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

**EHP Additional Info** 

There is no additional environmental historical preservation on Island View Park E of Carrabelle.

#### Final Reviews

#### Final Review

Reviewed By LANDIS, ROBIN A.

Reviewed On 08/11/2020 4:19 PM EDT

#### **Review Comments**

All documents seem to be in place. Project to move forward for Final FEMA Review with PAGS approval. RLANDIS 08/11/2020.

#### **Recipient Review**

Reviewed By Mosley, Clayton

Reviewed On 08/19/2020 1:25 PM EDT

#### **Review Comments**

Advanced.

#### Project Signatures

Signed By Brownell, Pamela

Signed On 08/20/2020

Date Downloaded: 8/24/20 9:07am EDT

## TASK ORDER NO. 7: PLANNING, DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR FUEL FARM REPLACEMENT

#### Apalachicola Regional Airport January 2021

Task Order No.	7
AVCON No	2020.158.02

**AVCON, INC.**, a Florida Corporation (hereinafter "Consultant") agrees to perform and complete the following services (hereinafter "Services") for the **Franklin County Board of County Commissioners** (hereinafter "County"), in accordance with the terms and conditions of the Agreement for Professional Airport Consulting Services, dated <u>October 6</u>, <u>2015</u>, all of which terms and conditions are incorporated herein by reference.

1. Task Location:

Apalachicola Regional Airport

Franklin County, Florida

2. Task Name:

Planning, Design, Bidding and Construction Phase Services for Fuel

Farm Replacement Project

3. Scope of Services:

The purpose of this project is to perform planning, design, bidding and construction phase services for the Fuel Farm Replacement project at the Apalachicola Regional Airport.

The Consultant shall perform the scope of services as identified in **Exhibit** "A" (7 pages) dated January 2021 and attached hereto. The services shall include planning, design, bidding, construction administration and

inspection services.

4. Compensation:

All work performed under this Task Order shall be compensated on a Lump Sum basis. The Lump Sum fee shall be **One Hundred Eighty-Eight Thousand, Four Hundred Fifty-Five and 00/100 dollars** (\$188.455.00) derived as follows:

(\$100,100,000) delived as ionews.		
Preliminary Services		\$ 12,800.00
Inventory Existing Conditions and Evaluate Equipment Needs	\$ 3,920.00 LS	,
Evaluate Site Location	\$ 3,800.00 LS	
Budget Analysis and Prepare Program Concept	\$ 5,080.00 LS	
Design Phase Services:		\$ 98,595.00
Coordinate with Vendors and Subcontractors	\$ 2,640.00 LS	, ,
Perform Civil Design Services	\$20,750.00 LS	
Perform Structural/Mechanical/Electrical Design Services	\$24,250.00 LS	
Prepare NWFWMD ERP Permit	\$ 8,665.00 LS	
Prepare Construction Safety and Phasing Plan	\$ 2,300.00 LS	
Prepare 90% Design Drawings	\$32,330.00 LS	
Prepare Specifications, Front-End Documents, FAA Form 7460	\$ 5,050.00 LS	
Perform QA Review, 90% Design Review Meeting	\$ 2,610.00 LS	
Bidding Phase Services		\$ 11,180.00
Prepare Bidding Documents	\$ 5,940.00 LS	,
Attend Pre-Bid Conference, Issue Responses to Questions	\$ 3,040.00 LS	
Attend Bid Opening and Prepare Recommendation of Award	\$ 2,200.00 LS	

#### Task Order No. 7 Planning, Design, Bidding, and Construction Phase Services for Fuel Farm Replacement January 2021

Construction Phase Services:		\$ 38,880.00
Prepare Construction Docs, Coordinate with County/Contractor	\$8,460.00 LS	,
Pre-Construction Conference	\$1,980.00 LS	
Site Visits	\$7,920.00 LS	
Review Contractor Submittals, Pay Applications, and RFIs	\$9,520.00 LS	
Substantial and Final Inspections, Administer Punch-List	\$3,960.00 LS	
Prepare Close-out Documents and Record Drawings	\$3,740.00 LS	
Coordinate Construction Inspection, Material Testing, and As-Built Survey	\$3,300.00 LS	
Sub-Consultant Services :		\$ 27,000.00
Design Survey (Dewberry)	\$4,000.00 LS	
Design Geotechnical Investigation (NOVA)	\$5,000.00 LS	
As-Built Survey (Dewberry)	\$5,000.00 LS	
Material Acceptance Testing (NOVA)	\$8,000.00 LS	
Construction Inspection (Dewberry)	\$5,000.00 LS	
Total:		\$ 188,455.00

#### 7. Other Considerations:

County project representative shall be Mr. Michael Moron, unless otherwise designated. Consultant project representative shall be Mr. John Collins, P.E., unless otherwise designated.

Accepted by:	Accepted by:
Franklin County Board of County Commissioners	AVCON, INC.
By:	By:
Printed Name:	Printed Name: Virgil C. "Lee" Lewis, P.E.
Title:	Title: Regional Manager
Date:	

### EXHIBIT A: SCOPE OF SERVICES AVCON, INC.

#### **Fuel Farm Replacement**

## Professional Planning, Design, Bidding, and Construction Phase Services Apalachicola Regional Airport January 2021

#### **SECTION A: PURPOSE**

The objective of the Fuel Farm Replacement project is to replace the existing fuel storage facilities currently located on the southwest corner of the West Apron at the Apalachicola Regional Airport. This project will evaluate potential relocation sites on the airport and provide alternates to the County for consideration.

It is anticipated the design will consist of the following improvements:

- One 12,000-gallon, canopy style, internally epoxy lined Avgas tank
- One 12,000-gallon, canopy style, internally epoxy lined Jet-A tank
- One 500-gallon waste tank
- Self-service fueling terminal
- Factory assembled, self-contained, prewired, pressure tested and painted fuel system
- Concrete fuel containment pad for fuel off-load and on-load
- Site lighting
- Electrical service
- Civil site design with associated stormwater permitting

The project will be completed in accordance with applicable local/state/NFPA codes, FDOT/FAA standards, and Air Transport Association of America (ATA) 103 guidelines.

Performance criteria will be developed for the new fuel system and tanks. All fuel system design, including plumbing, electrical, and mechanical, shall be performed by the contractor and submitted to the County for review and approval during the construction submittal process.

#### **SECTION B: DESCRIPTION OF TASKS**

The following elements describe the individual services to be provided as part of this work effort.

#### **Task 1: Preliminary Services**

- **1.1. Inventory Existing Equipment:** The existing equipment and facilities shall be inventoried to identify conditions and establish basis for new facility.
- **1.2. Evaluate Equipment Needs:** Monthly fueling records shall be provided by the County and will be evaluated to determine recommended storage capacity and other equipment recommendations.
- **1.3. Evaluate Relocation Sites:** The proposed relocation site will be evaluated to consider up to three siting options and a summary of considerations will be coordinated with the County. Accessibility for fuel deliveries shall also be evaluated.

**Task Order 7: Fuel Farm Replacement** 

**Apalachicola Regional Airport** 

**1.4. Budget Analysis:** The proposed program shall be analyzed versus available budget to determine the proposed program. Consideration of access improvements and fence improvements shall be provided.

**1.5. Prepare Program Concept:** A program concept shall be developed to define the project location and design in consideration of the available budget and system requirements.

#### **Task 2: Design Phase Services**

- **2.1. Coordinate with Vendors:** Vendors will be contacted to coordinate equipment availability and pricing. Coordination with vendors will include consideration of fuel management systems, card readers, and related improvements.
- **2.2. Coordinate with Subconsultant (Survey):** A qualified survey subconsultant shall provide a limited topographic survey of the proposed relocation area to identify existing pavement slopes and adjacent turf areas.
- **2.3. Coordinate with Subconsultant (Geotechnical Investigation):** A qualified geotechnical subconsultant shall provide a limited geotechnical investigation of the proposed relocation area to identify soil parameters needed to design the fuel tank foundations.
- **2.4. Perform Civil Design Services:** Design services will be performed to address civil requirements for the project. The task will address spill containment and other accessibility considerations to develop a convenient and efficient fuel storage and self-service facility. It is anticipated that these improvements will be limited to existing pavement areas.
- 2.5. Prepare and coordinate Northwest Florida Water Management District (NWFWMD) Environmental Resource Permit (ERP): CONSULTANT shall prepare and complete an ERP permit package, including exhibits, stormwater calculations, and stormwater management report, and submit permit package to the NWFWMD. CONSULTANT shall provide formal responses to NWFWMD comments and facilitate issuance of the ERP permit. Permit submittal fees shall be provided by the County.
- **2.6. Perform Structural Design Services:** Structural design services shall be limited to design of supports for area lighting, fuel tank support pads, and concrete off-load/on-load pad and reviews of contractor submittals.
- **2.7. Perform Mechanical Design Services:** Mechanical design services will be performed to address piping layouts, connections, emergency stop requirements and other mechanical improvements necessary to develop a convenient and efficient fuel storage and self-service facility. Performance criteria will be used to allow contractor proposals for equipment schedules and layout to best achieve the intent of the facilities.
- 2.8. Perform Electrical Design Services: Electrical design services will be performed to address new service, lighting, wiring, controls, and other electrical improvements necessary to develop a convenient and efficient fuel storage and self-service facility. Where applicable,

#### **Task Order 7: Fuel Farm Replacement**

#### **Apalachicola Regional Airport**

performance criteria may be used to allow contractor proposals for equipment schedules and layout to best achieve the intent of the facilities.

- 2.9. Prepare Construction Safety and Phasing Plan: A Construction Safety and Phasing Plan shall be prepared to identify critical requirements of the Contractor for ensure the safe execution of the construction. The plan shall identify contractor haul routes and staging areas with respect to object free areas and other clearances/setbacks as prescribed by FAA and FDOT standards.
- **2.10. Prepare 90% Design Documents:** Draft 90% design documents shall be developed and submitted to the County. Subject to funding limitations, the documents are anticipated to generally include:
  - Cover Sheet & Index of Drawings
  - Summary of Quantities & General Notes
  - Construction Safety & Phasing Plan
  - Existing Conditions
  - Site/Layout Plan
  - Grading and Drainage Plan
  - Fuel System Performance Criteria
  - Fuel Loading/Off-Loading Containment Plan & Details
  - Structural Notes & Details
  - Electrical System Plan & Details
  - Lighting Plan & Details
- **2.11. Prepare Project Specifications:** Technical specifications shall be prepared based on applicable FAA/FDOT standards and industry electrical and mechanical standards.
- **2.12. Prepare Front-End Documents:** Front-end documents shall be prepared for bidding including advertisement, bid instructions, bid forms, bond requirements, applicable certifications, general conditions, general provisions, and special provisions. Standard County clauses and contract forms as provided by the County shall be utilized where applicable.
- **2.13. Prepare FAA Form 7460 Airspace Study:** A standard Form 7460 or online equivalent for onairport improvements shall be prepared for the proposed improvements along with accompanying exhibits to comply with federal notification requirements. The submittal shall identify critical heights and site location relative to the nearest runway.
- **2.14. Prepare Opinion of Probable Construction Cost:** An opinion of probable construction costs shall be prepared based on the 90% design documents based on historical costs and data provided from equipment vendors.
- **2.15. Perform QA Review:** An internal quality assurance review shall be performed on the 90% documents prior to submitting to County to ensure quality and accuracy in accordance with established quality control practices. The quality assurance review shall include review by a principal or senior engineering staff member with limited or no participation in the project.

**Task Order 7: Fuel Farm Replacement** 

**Apalachicola Regional Airport** 

**2.16.** Participate in 90% Design Review Meeting: Upon submittal of the 90% design documents, a 90% design review meeting shall be scheduled and conducted with the County to review the details of the project and to respond to questions. Minutes of the meeting shall be prepared and distributed. Suggested revisions shall be documented for incorporation into the bidding documents.

#### **Task 3: Bidding Phase Services**

- **3.1. Prepare Bidding Documents:** Four sets of bidding documents (100% design) shall be prepared and submitted to the County for review and coordination with TRIUMPH as a condition of receiving approval for advertising the project. The bidding documents shall include applicable revisions based on the 90% design review meeting. Each set shall include:
  - Front-end documents
  - Bid forms and schedules
  - Conditions and provisions
  - Technical specifications
  - 100% design drawings
- **3.2. Attend Pre-Bid Conference:** A Pre-Bid Conference shall be scheduled and conducted at the airport to discuss specific project issues, specific construction features, operational phasing, special airfield construction limitations, and other applicable requirements. Minutes of the meeting shall be prepared and distributed.
- **3.3. Respond to Bidder Questions & Issue Addenda:** Formal responses to questions submitted by potential contractors shall be prepared and distributed to all bidders. If applicable, addenda shall be prepared and distributed to address any revisions to the bidding documents prior to the bid opening.
- **3.4. Attend Bid Opening:** The scheduled bid opening will be attended at the County and copies of bids received will be compiled for review to confirm compliance with bidding instructions for the project.
- **3.5. Review Bids and Provide Recommendation of Award:** Following bids, a formal recommendation of award shall be prepared and submitted to the County based on bids received by prospective contractors. The recommendation shall include a tabulation of bids received.

#### **Task 4: Construction Phase Services**

4.1. Prepare Conformed Documents: Following the project award, "Release for Construction" conformed documents, including plans, specifications, and front-end documents shall be prepared incorporating all addenda items as applicable. Three sets shall be provided to the County and four sets shall be provided for the Contractor. In addition, one set of "Release for Construction" documents shall be submitted for TRIUMPH review prior to issuing the Notice-To-Proceed for construction work.

**Task Order 7: Fuel Farm Replacement** 

**Apalachicola Regional Airport** 

- **4.2. Coordinate with Owner and Contractor:** Routine updates and coordination shall be provided with the County and Contractor throughout the construction period.
- **4.3. Attend Pre-Construction Conference:** Prior to construction Notice-To-Proceed, a Pre-Construction Conference shall be scheduled and conducted to present and discuss specific project issues, specific construction features, operational phasing, special airfield construction limitations, and other applicable requirements. The work shall include responding to questions related to design features and distributing meeting minutes from the meeting.
- **4.4. Review Contractor Submittals:** Shop drawings, schedules and other submittals by the Contractor shall be evaluated for compliance with respect to contract requirements. An owner-specified review period (approximately two weeks) shall be specified in the project documents for shop drawing review and response from receipt of the respective shop drawing.
- **4.5. Perform Periodic Site Visits:** Participation in up to six (6) site visits during construction shall be performed to observe progress of work. Visits shall be intended to enable observations of the progress to ensure that construction is generally consistent with the design objectives and with applicable safety and security requirements.
- **4.6. Review Contractor Pay Applications:** Pay requests as submitted by the Contractor on a monthly basis shall be reviewed and evaluated to verify the requested values versus the actual work completed and accepted for the payment period. The task shall include review of the work completed and certification by the Professional Engineer that the pay application reflects the work performed.
- **4.7. Coordinate RFIs with Contractor:** Contractor Requests for Information (RFIs) shall be reviewed as required and responses shall be prepared to provide clear interpretation of the contract requirements. The work shall include preparation of Work Directives or other instruction during the construction phase as appropriate to ensure proper completion in accordance with the contract documents.
- **4.8. Coordinate Material Acceptance Testing:** Consultant shall coordinate with a licensed geotechnical subconsultant to perform material acceptance testing necessary to confirm compliance with contract specifications.
- **4.9. Coordinate Fuel Testing:** Fuel testing shall be coordinated with a certified fuel testing firm to confirm the fuel placed in the tanks is not contaminated and is ready to be used by the airport. The fuel testing shall be paid for through a fuel testing allowance in the construction contract.
- **4.10. Perform Substantial Completion Inspection:** A substantial completion walk-through of the construction shall be conducted upon completion to verify completeness of work. The work shall include an evaluation to determine whether the work items satisfy substantial completion requirements. The task shall include a review of project close-out requirements for the Contractor.

EXHIBIT A: Scope of Services
Task Order 7: Fuel Farm Replacement

**Apalachicola Regional Airport** 

- **4.11. Prepare Project Punch-List:** A project punch-list shall be prepared and administered to verify completion of final requirements in accordance with contract documents.
- **4.12. Perform Final Inspection:** A final inspection walk-through of the construction work shall be performed upon completion of the identified punch-list items in order to verify completeness of work and to determine acceptance of the constructed work.
- **4.13. Provide Engineer's Certification:** Upon final completion and acceptance of the construction work, an Engineer's Certification of the project completion shall be prepared and provided.
- **4.14. Prepare Record Drawings & Close-Out Documents:** One set of record drawings and one set of electronic files (in ACAD format) shall be prepared reflecting the installation of features as constructed on site. The task shall include assisting the County with the preparation of the close-out documentation and preparation of a close-out package documenting the project. The close-out documentation shall include applicable field visit summaries, testing results, approval and clearance letters, and general project information to address FDOT close-out requirements.

#### **SECTION C: ASSUMPTIONS AND EXCLUSIONS**

- No design of the fuel system shall be included in this Scope of Services. The consultant shall prepare performance criteria for the fuel system and the contractor will be required to furnish, install, and calibrate a complete fuel system in accordance with ATA 103.
- Full-time inspection services shall not be provided in this scope of services. Inspection shall be limited to six (6) site visits by Engineer. limited construction inspection shall be performed by a qualified subconsultant at certain benchmarks to observe progress and general conformance with the contract documents. The Consultant and County acknowledge inspection services will be limited and will not constitute full-time on-site representation.
- The contractor shall be responsible for performing all construction activities, including—but not limited to—implementing specified erosion control measures, NPDES permitting, and any local permitting required for construction.

#### **SECTION D: SCHEDULE**

A schedule of 60 calendar days is anticipated from date of the project Notice-To-Proceed (NTP) to prepare a program concept summary. Upon the County's concurrence with the program concept, a schedule of 120 calendar days is anticipated to prepare a set of bidding documents for County review. For any unreasonable delays in obtaining required materials or reviews to be provided by the County, the anticipated design schedule shall be extended an equivalent number of days. Construction phase services shall be performed in accordance with the construction schedules established by the County.

EXHIBIT A: Scope of Services
Task Order 7: Fuel Farm Replacement
Apalachicola Regional Airport

#### **SECTION E: DELIVERABLES**

Deliverables shall include the following in electronic format unless otherwise specified:

- Program Concept Summary
- 90% Design Documents
- On-Airport 7460-1 submittal
- Opinion of Probable Construction Cost
- Bid Documents
- Advertisement for Bid
- Pre-Bid Conference meeting minutes
- Bid Tabulation and Recommendation of Award
- Conformed Construction Documents
- Record Drawings
- Close-out Documents

**End of Exhibit A** 

#### ALLIGATOR DRIVE HURRICANE DAMAGE REPAIRS

PROJECT # 50082808

#### NOTICE TO RECEIVE SEALED BIDS

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

#### ALLIGATOR DRIVE HURRICANE DAMAGE REPAIRS

Project is located on Alligator Point in Franklin County, Florida and consists of approximately 1,250 LF of new roadway construction, sheetpile walls with concrete cap, concrete shoulder, water line replacement, striping, stormwater, debris removal, and grassing along Alligator Drive (CR 370) beginning around Tom Roberts Road and ending around George Vause Road.

Plans and specifications can be obtained at Dewberry, 324 Marina Drive, Port St. Joe, Florida 32456, (850) 227-7200. Cost for Plans and Specifications will be \$50.00 per set and is non-refundable. Checks should be made payable to DEWBERRY. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

The Prime Contractor and Subcontractor performing work on road or drainage construction, reconstruction, or repair shall be qualified in, under Rule Chapter 14-22, Florida Administrative Code, the following major classes of work: 1) Flexible Paving, 2) Hot Plant-Mixed Bituminous Courses, 3) Drainage, and 4) Grading.

Completion date for this project will be <u>150</u> days from the date of the Notice to Proceed presented to the successful bidder. Liquidated damages for failure to complete the project on the specified date will be set at \$750.00 per day.

Please indicate on the envelope that this is a sealed bid, for "Alligator Drive Hurricane Damage Repairs".

Bids will be received until 4:30 p.m. eastern time, on March 1st, 2021, at the Franklin County Clerk's Office, Franklin County Courthouse, 33 Market Street, Suite 203, Apalachicola, Florida 32320-2317, and will be opened and read aloud on March 2nd, 2021 at the County Commission meeting at 34 Forbes Street, Apalachicola, FL.

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

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

If you have any questions, please call Alan Pierce at (850) 653-5727.

**ADVERTISEMENT FOR BIDS-00010** 

# Small County Coalition Vaccine Program Observations and Suggestions 1/25/2021

#### **Executive Summary**

#### Small County Coalition Leadership Offers Observations on Vaccination Program

The Officers and Executive Committee of the Small County Coalition met by ZOOM call on Friday – 1/22/21. The purpose of the call was to share experiences with the Vaccine Roll-out in their counties and to see if there were any common concerns that could not be handled at the local level. We understand the significant task at hand and clearly understand that the major issue is on the supply side. However, there are some areas of implementation that could be addressed that would provide better clarity and understanding by the public. Here is an Executive Overview of the major observations and thoughts reflected from the discussion.

- 1. There is a major supply chain shortage to respond to the need of the target population.
- 2. The public is anxious for clear information on when they can get appointments.
- 3. Counties are experiencing intercounty "shot hunting" from out-of-county residents which is upsetting local residents who perceive that the vaccines being allotted to the local county are being used by residents of another county.
- 4. It is not clear how vaccine allocations are determined for each of the 67 counties and the venues in each county.
- 5. The impact of inter-county "shot hunting" has affected the allotments available to local county residents in some counties.
- 6. Citizens are anxious to secure an appointment to get shots but are having difficulty getting through current systems to secure information and appointments.
- 7. It appears that some individuals are securing multiple appointments at various venues there should be a system to cancel multiple appointments when a citizen receives the shot.

#### Recommendations –

- Clarify the algorithm used to determine allotments to counties and make it known to the local communities so they can plan effectively.
- Create accommodations or directions that respond to intercounty impacts. Counties with a high amount of intercounty "shot hunters" should be subsidized with an increased allocation to meet the needs of the host county.
- Create a way for duplicate appointments to be freed up when a resident receives a vaccine. Requests for appointments should be forwarded to the county of residence to provide.
- Strengthen Information to the public about availability and operational protocols.

## Small County Coalition Vaccine Program Observations and Suggestions

- Cooperation The administration of the COVID Vaccine program is managed by the State of Florida. Working with the Federal Government, the State of Florida has assigned the vaccine rollout to the Florida Department of Health and the State Division of Emergency Management. The primary authority at the local level is the County Health Department in coordination with the local Emergency Management network. County Commissions are a critical element in providing support services but decisions on implementation are within the authority of the Local Health Department Director. Based on input from the Coalition's leadership - collaboration has occurred in most instances and County Commissions have been actively engaged in allocating resources to assist in the administration of the vaccine program at the local level. Notwithstanding the cooperation, the public is anxious for clear information on when they can get appointments and counties are experiencing "shot hunting" from out-of-county residents. "Shot Hunting" is upsetting local residents who perceive that the vaccines being allotted to the local county are being used by residents of another county. The commissioners expressed concern with this issue and questioned whether the State could either increase local county's allotment by the number of shots used by out of county residents or whether counties could forward vaccine requests from out-of-county residents to the health department in the citizens county of residence. Without this kind of control – local residents feel their counties allotment is being "raided".
- Supply and Allocation The supply of the Vaccine in the function of the Federal Government, however, once Florida's Supply is identified it is not clear to local officials how allotments are determined for each of the 67 counties and the venues in each county. The Vaccine program is moving into Week Five and counties have implemented a variety of methods in making shots available to the public. It is unclear as to the schedule for availability of vaccines over the next few weeks. In addition, the impact of inter-county "shot hunting" has caused anxiety amongst the public. In effect, the allotment received by local communities is being used for people from out-of-county that have been successful in getting an appointment or a shot in a county that is not their county of residence. This is a problem needs to be taken into account in the allotment formula and the system to secure appointments. In addition, as the program moves to utilize Private Sector vaccination sites how will Florida assure equity to the rural counties without a Publix or other potential private vendors?
- Access to Shots Citizens are anxious to secure an appointment to get shots. Phone lines have been tied up and, directions to the public have not had a consistent message. Although the total vaccination effort is getting shots in arms a significant portion of the public is actively shopping where to get their shots. This practice of "shot hunting" where a person crosses county lines is effectively depleting the host county's allotment. Additionally, the practice complicates the 2<sup>nd</sup> shot allotments. When a person gets a shot in a neighboring county it is intended that the person receiving the initial shot will receive the 2<sup>nd</sup> dose at the same location. Another complicating factor is the individuals that are "shot hunting" are securing multiple appointments leaving shot times tied up where the host county cannot move to another individual. Consideration should be given to enabling a system to cancel multiple appointments when a citizen receives the shot. This would free up appointments that were duplicates.

Here are some of the specific questions and suggestions regarding the Vaccine Program:

#### Supply -

- What algorithm is used to establish the allotments for each county?
- Is there any circumstance that counties can increase their allotment?
- Are there any circumstances that would reduce a counties allotment?
- Will inter-county activity be considered in future allotments?
- As the program moves to utilize Private Sector vaccination sites will rural counties without a Publix or other potential private vendors be further challenged to secure vaccines for their residents?

#### Access to Shots -

- Can a county restrict their appointments to county residents?
- Can a county prioritize giving shots to local residents before scheduling out-of-county requests?
- Can a county with a high % of out-of-county utilization have their allotments increased to offset the intercounty impacts?
- Is there a way to identify individuals that are signing up in multiple locations or to delete individuals from waiting lists that have successfully received a vaccine from another source?

#### Appointments for Shots –

- Is there a way that the system can refer an out-of-county caller to their county of residence?
- Will the new SHARE CARES Can a county simply take the information from a caller and send the information to the resident county health department to get a call back from the home county?
- Can a county hold giving appointments to people that are from another county in an effort to have their allotment used for citizens in the host county.

Projection and Adjusting Allotments to meet the needs of the local community –

- Can the State allotment decision take into consideration the % of individuals from neighboring counties are utilizing shots that were allotted to the host county?
- Can a County request additional supply to address the identified need?

#### Administration of 2<sup>nd</sup> Doses –

• What guidance is there about allocating some of the allotments for 2<sup>nd</sup> shots?

#### Communications -

 There is a need for consistent communications to provide the public with information about availability and methods for signing up - There is a need for clear information – # of vaccines allotted to the county/ Point of contacts/How to register

#### Recommendations -

- 1. Base the allocation decision on an understandable Algorithm population; % of population in the target categories; the number of people that have traveled inter-county to secure a shot away from their home county. Whatever the formula make it clear!
- 2. Establish a system to manage appointments that processes requests from citizens to their own counties and provides an ability to negate multiple-appointments or cancel multiple appointment when the citizen receives a vaccine.
- 3. Implement a state communication plan that is clear for the public to understand the decisions being made and the schedule for the availability of vaccines.

### FRANKLIN COUNTY

REPLY TO: 

BOARD OF COUNTY COMMISSIONERS

33 MARKET STREET, SUITE 203

APALACHICOLA, FL 32320

(850) 653-8861, EXT. 100

(850) 653-4795 FAX



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

The Honorable Jared Moskowitz Director, Division of Emergency Management State of Florida Tallahassee, Florida

Dear Director Moskowitz,

The Franklin County Board of County Commissioners recognizes the significant challenge that the COVID-19 pandemic has been placed on the public. We understand that implementing a statewide program is a massive task and it takes the cooperation at all levels of government to address effectively confront the pandemic.

Over the past few months, our community has been increasingly anxious in terms of finding out how, when, where they can receive vaccines. Our Franklin County Health Department and our Emergency Management staff are working together to make sure the public is receiving the right information. We want to make sure that Franklin County is getting an equitable amount of the vaccines when they come available to the State of Florida.

As you are aware, Franklin County is a small and fiscally constrained county. We want to make sure that our county is doing everything we can to ensure the maximum allotment possible. We don't have a Walmart or a Publix and want to make sure that this does not hinder or impact our supply.

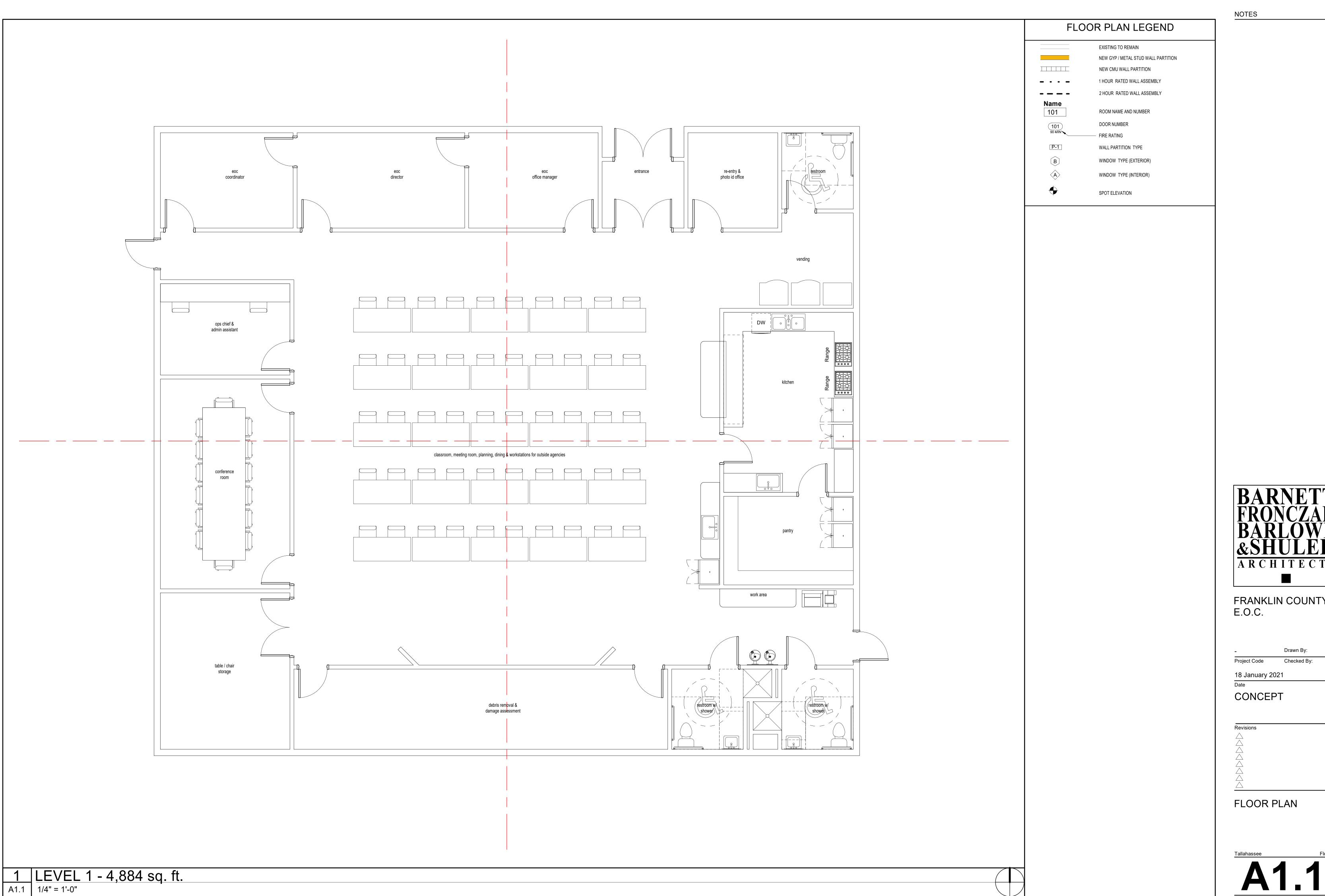
We appreciate the fact that the current supply of the vaccination is inadequate and that your office is struggling to access sufficient vaccines to meet the needs of the public. Our county commissioners stand ready to assist the continuing effort to ultimately achieve full vaccination of the residents in Franklin County.

As a small county, we also support the efforts of the Small County Coalition and the Florida Association of Counties to help us communicate with the state agencies and the public.

Please accept our comments as a genuine effort to assure the public in Franklin County that our county and the other fiscally constrained counties are not being left behind and that the State of Florida Vaccination Program will provide each of our counties with an equitable allotment of vaccines for use in our county.

Sincerely,

Ricky Jones Chairman



FRANKLIN COUNTY

2074 Centre Pointe Blvd, Suite #200, Tallahassee, FL

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### FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

#### RESOLUTION REGARDING

#### STATE OF FLORIDA COUNTY EMS GRANT

**WHEREAS**, The Board of County Commissioners of Franklin County, Florida having met in regular session this 2<sup>nd</sup> day of February 2021 and

**WHEREAS**, the Board of County Commissioners of Franklin County, Florida is cognizant of the fact that the Emergency Medical System (EMS) is beneficial to the citizens, residents, and visitors of Franklin County, Florida and the surrounding counties, and

**WHEREAS**, The Board of County Commissioners of Franklin County, Florida is aware of and agrees to the use the funds to improve or expand pre-hospital EMS and will not be used to supplant current levels of county expenditures.

**BE IT THEREFORE RESOLVED** by the Board of County Commissioners of Franklin County, Florida the said Board request the State of Florida through its agent to award the Board of County Commissioners of Franklin County, Florida the EMS County Grant in the amount of \$813.00.

The Chairman of the Board of County Commissioners is designated as the fiscal agent and is authorized to accept the grant and execute all appropriate documents and contracts related to the administration of the grant.

The State of Florida County EMS grant application is made a part of this resolution by reference.

Any and all laws shall be in full force and effective immediately upon passage and approval in the manner provided by this resolution.

#### PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY 2021.

	By:
ATTEST:	Ricky D. Jones, Chairman
BY:	

### RESOLUTION FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, Section 145.022, Florida Statutes provides that the Board of County Commissioners, with the concurrence of the Franklin County Tax Collector as provided for in said section, shall by resolution guarantee and appropriate a salary to the Franklin County Tax Collector in and amount not to exceed that specified in said chapter, and

WHEREAS, the Franklin County Tax Collector has requested and concurred with the Franklin County Board of County Commissioners that said Tax Collector be placed on a salary as provided in said Section, and

WHEREAS, the said Tax Collector will pay all fees collected by said office to the Franklin County Board of County Commissioners as provided in said as provided in said Section.

#### NOW, THEREFORE, BE IT RESOLVED:

- 1. That the Board of County Commissioners of Franklin County, Florida, pays the Franklin County Tax Collector a guaranteed salary as provided for in Section 145.022, Florida Statutes.
- 2. That said board will provide funds according to the budget as submitted by said Tax Collector and approved by the Board, which will include each and every item of expenditure necessary to operate said office, including the salary of the Franklin County Tax Collector.
- 3. That said Board would pay over said funds to the Tax Collector as provided by law or upon monthly requisition.
- 4. That a copy of this resolution be filed with the Florida Department of Banking, the Florida Department of Revenue and the Auditor General.

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

	By:
Rick Watson, Tax Collector	Ricky Jones, Chairman of the Board
	Attest:
	Michele Maxwell Clerk of Courts

#### Florida Federal NG911 Grant Agreement Summary

#### **Background**

In September of 2019, the State of Florida received notification that its Federal Grant Application for an NG911 Grant administered by the National Telecommunications Industry Association and Federal Department of Transportation was approved. This grant award in the amount of \$6,314,348.00, requires the State of Florida and subsequent county and tribal recipients of these funds to comply with certain rules and requirements established by the awarding agencies.

The State of Florida, Department of Management Services is the designated grant manager for this federal grant award. One of the requirements that this grant stipulates includes the necessity of the state to provide 40% matching funds as part of the grant program. The state and the E911 Board have agreed to utilize E911 Trust Fund monies and established state grant awards provided by the E911 Board to meet this matching funds requirement.

Additional terms and conditions required by the federal grant are included in the grant agreement document, which needs to be signed by an authorized official of the sub-recipient (generally a county or tribal organization).

#### **Overview of Grant Requirements**

If an E911 Board grant award will be utilized to comply with the Federal Grant (either federal funds or matching state funds), the sub-recipient will receive such notification in the award letter.

The agreement document outlines all necessary components of compliance with the Federal NG911 Grant program, and we have incorporated existing state grant requirements that have been in effect, but, that we have not previously required in a signed agreement with sub-recipients.

It is the Department's intent that these grant agreements not impose any unnecessary obligations on the counties and tribal organizations, rather the agreements will memorialize in writing existing processes and procedures for reimbursement while ensuring compliance with all applicable state and the new Federal NG911 Grant rules and laws.

Since we have a short window for the expenditure of the NG911 Grant program funds, it is important to execute the grant award agreement document as soon as possible. These identified NG911 projects must be completed by March 31, 2022.

If you have any questions regarding the grant agreement, please contact the Florida State E-911 Coordinator, Leon Simmonds, at <a href="mailto:leon.simmonds@dms.fl.gov">leon.simmonds@dms.fl.gov</a> or (850) 921-0041.



Florida E911 Board 2555 Shumard Oak Blvd. Tallahassee, FL 32399-0950 Tel: 850-921-4204 Fax: 850-488-9837

September 21, 2020

Ms. Linda Phillips Franklin County 33 Market Street, Suite 203 Apalachicola, FL 32328

FEID #: 59-6000612

Subject: Summer 2020 State - Reimbursement Grant Program

Dear Ms. Phillips:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Summer 2020 grant(s) to Franklin County:

Grant Number	CSFA#	Amount Requested	Amount Approved	l Purpose	Federal Funding
S16-20-09-02	72.003	\$188,270.00	\$188,270.00		
			\$188,270.00	GIS Data Support	Funded
Total Grant	Awards:		\$188,270.00		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App\_mode=Display\_StatuteSearch\_String=URL=0200-0299/0215/Sections/0215.97.html

Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Matthew Matney
Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Franklin County 911 Coordinator

# Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding

The State of Florida (hereinafter "State"), Department of Management Services (hereinafter "Department" or "DMS"), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as "Grantee") must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.331. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the E911 State Grant Program (hereinafter the "Application"), and the Grantee's award letter.

Subaward Agreement		
Federal Av	vard Identification	
Federal Awarding Agency: Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) Federal Award Date: August 9, 2019		
State Agency/Pass-Through Entity: The Florida Department of Management Services  Sub recipient Name: (name must match name associated with FEIN) Franklin County Board of County Commissioners		
Federal Award No. (FAIN):  69N3761930000911FL0  Subaward Period of Performance: Begins upon award (made at the E911 Board approval on September 17, 2020), and continues until March 2022		
Federal Award Period of Performance: Start: August 9, 2019 End: March 31, 2022	Amount of Federal Funds Obligated by this Subaward: As specified on the Grantee's award letter	
Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement:  § 188,270.00	Total Amount of this Federal Award Committed to Grantee by DMS:  \$\frac{188,270.00}{}\$	

**Federal Award Project Description:** The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.

Catalog of Federal Domestic Assistance No.: 20.615	Catalog of Federal Domestic Assistance Title: 911 Grant Program	
Grantee receives federal awards directly from a Federal Awarding Agency: ☐YES ☐ No		
Grantee has disclosed if it has similar subaward or prior experience to DMS: ☐YES ☐ No		

#### 1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statue, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 200.326.
  - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
  - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at: <a href="https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf">https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf</a>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the "Specifically Excluded E911 Expenses," identified on the Application, ineligible costs that are not reimbursable under this Agreement include,

but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.

- 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

#### 2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

#### 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

#### 4. MODIFICATION

The terms of the Application are hereby modified as follows:

4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee's award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

<b>Deliverable No. 1 –</b> Tasks to Integrate GIS Data Support			
Performance Standard	Documentation	Financial Consequences	
Complete all work to	1) Reimbursement claim in	If Grantee fails to comply	
Integrate GIS Data	accordance with Section	with any term of the award,	
Support, in accordance	15, below.	DMS shall take one or more	
with the Grantee's	2) The Grantee shall submit	of the following actions:	
contract with its vendor,	copies of:		
which is attached as	a. Any contracts or	1. Temporarily withhold cash	
Attachment 2 [note: this	purchase orders with	payments pending correction	
Agreement will be	vendors;	of the deficiency by Grantee;	
amended to attach this	b. Vendor invoices;		

contract once obtained by the Grantee].	c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available.  DMS will provide no reimbursement for any
		DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
-	ı ГОТAL REIMBURSABLE AMOUN	IT NOT TO EXCEED \$188,270.00

#### 5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.331(a)(x),

- 5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
  - 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
  - 5.1.2. Review all documentation for which the Grantee requests payment; and
  - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator 2555 Shumard Oak Blvd Suite 260 Tallahassee, FL 32399

Alrene Hicks, Grant Manager 4030 Esplanade Way Tallahassee, FL 32399

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her

duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

#### 6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

#### 7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <a href="http://dos.myflorida.com/library-archives/records-management/general-records-schedules/">http://dos.myflorida.com/library-archives/records-management/general-records-schedules/</a>).

- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <a href="http://csrc.nist.gov">http://csrc.nist.gov</a>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A–87).
- 7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

#### 8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

#### 9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

#### 10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

#### 11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

#### 12. TERMINATION

- 12.1. <u>Termination Due to the Lack of Funds.</u> If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. <u>Termination for Cause.</u> The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. <u>Termination for Convenience</u>. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. <u>Mutual Termination</u>. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. <u>Grantee Responsibilities upon Termination.</u> Upon notice of termination, the Grantee shall: 12.5.1. not incur new obligations for the terminated portion of the Agreement; and

12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

#### 13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain:
  - 13.3.1 language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law;
  - 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
  - 13.3.3 without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

#### 14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

#### **15. MISCELLANEOUS**

15.1. <u>Payment Process</u>. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <a href="http://www.myfloridacfo.com/Division/AA/Vendors/default.htm">http://www.myfloridacfo.com/Division/AA/Vendors/default.htm</a>.

- 15.2. <u>Invoicing.</u> The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. <u>Invoice Detail.</u> Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. <u>Intellectual Property.</u> Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. <u>Conflict of Interest.</u> This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. <u>Non-Discrimination</u>. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. <u>Electronic Funds Transfer Enrollment.</u> The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <a href="http://www.myfloridacfo.com/Division/AA/Vendors/">http://www.myfloridacfo.com/Division/AA/Vendors/</a>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. <u>Survival.</u> Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. <u>Notices.</u> All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

#### 16.0 INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following

provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds reques	sted.	
Grantee		
	Date:	
Signature - Chair, Board of County Commissioners or County Manager		
Printed Name		
Grantor		
Department of Management Services	Date:	
Printed Name		

#### **APPLICABLE STATUTES AND REGULATIONS**

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

#### **General Requirements**

§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty

§ 20.055, F.S. - Agency inspectors general

Chapter 112, F.S. - Public Officers and Employees: General Provisions

Chapter 119, F.S. - Public Records

§ 215.34, F.S. - State funds; noncollectible items; procedure

§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

§ 215.97, F.S. - Florida Single Audit Act

§ 215.971, F.S. - Agreements funded with federal or state assistance

§ 216.301, F.S. - Appropriations; undisbursed balances

§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited

§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis

§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay

§ 273.02, F.S. - Record and inventory of certain property

§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities

§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities

§ 287.135, F.S. - Prohibition against contracting with scrutinized companies

Chapter 443, F.S. - Reemployment Assistance

§ 501.171, F.S. - Security of confidential personal information

#### Florida Administrative Code (F.A.C.)

Rule Chapter 69I-5 - State Financial Assistance

#### Memoranda

CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements

CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

#### State E911 Plan and E911 Board Statutes and Rules

#### **Florida Statutes**

Chapter 365, F.S. - Use of Telephones and Facsimile Machines

#### Florida Administrative Code

Rule Chapter 60FF-6 - State E911 Plan

Rule Chapter 60FF1-5 - E911 Board

#### **Federal Rules**

**NOTE:** Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee's award letter.

United States Code (U.S.C.)
8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information
42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)
United States Code of Federal Regulation (C.F.R.)
2 C.F.R. Part 25 - Universal Identifier and System for Award Management
2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information
2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
Federal Awards
2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
Federal Awards as adopted and amended by the United States Department of Transportation
2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
Federal Awards as adopted by the United States Department of Commerce
47 C.F.R. Part 400 - 911 Grant Program
Presidential Executive Orders
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving
Other
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program
NOFO (Aug. 9, 2018)
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)

State Grant Number: (S16-20-09-02)	State Grant Award Date: 09/17/2020	
Catalog of State Financial	Catalog of State Financial Assistance title:	
Assistance number: 72.003	Prepaid Next Generation 911 (NG911) State Grant Program	

#### Attachment 1

#### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

#### Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- 1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §\$200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

#### Part II: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of

DFS-A2-CL Rev. 11/18 Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

#### Part IV: Report Submission

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
  - The Department at each of the following addresses:

Electronic copies (preferred):

E911BoardElectronicGrantReports@dms.myflorida.com

or

Paper (hard copy):

The Department of Management Services E911 Board 2555 Shumard Oak Blvd.

Tallahassee FI, 32399

The Auditor General's Office at the following address:

**Auditor General** 

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C. Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

#### Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

#### EXHIBIT 1

### Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

Federal/State Project: Franklin County GIS Support

Federal/State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 Prepaid Next Generation 911

(NG911) State Grant Program

Amount: \$188,270.00

#### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

Federal/State Project: Franklin County GIS Support

Federal/State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 Prepaid Next Generation 911

(NG911) State Grant Program

Amount: \$188,270.00

2. Federal Program B:

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### State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

#### **Matching Resources for Federal Programs:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

#### Subject to Section 215.97, F.S.:

1. State Project A:

N/A

2. State Project B:

N/A

## Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement (S16-20-09-02) between the Grantee and the Department, entered in State Fiscal Year 2020-21.

#### Florida Federal NG911 Grant Agreement Summary

#### **Background**

In September of 2019, the State of Florida received notification that its Federal Grant Application for an NG911 Grant administered by the National Telecommunications Industry Association and Federal Department of Transportation was approved. This grant award in the amount of \$6,314,348.00, requires the State of Florida and subsequent county and tribal recipients of these funds to comply with certain rules and requirements established by the awarding agencies.

The State of Florida, Department of Management Services is the designated grant manager for this federal grant award. One of the requirements that this grant stipulates includes the necessity of the state to provide 40% matching funds as part of the grant program. The state and the E911 Board have agreed to utilize E911 Trust Fund monies and established state grant awards provided by the E911 Board to meet this matching funds requirement.

Additional terms and conditions required by the federal grant are included in the grant agreement document, which needs to be signed by an authorized official of the sub-recipient (generally a county or tribal organization).

#### **Overview of Grant Requirements**

If an E911 Board grant award will be utilized to comply with the Federal Grant (either federal funds or matching state funds), the sub-recipient will receive such notification in the award letter.

The agreement document outlines all necessary components of compliance with the Federal NG911 Grant program, and we have incorporated existing state grant requirements that have been in effect, but, that we have not previously required in a signed agreement with sub-recipients.

It is the Department's intent that these grant agreements not impose any unnecessary obligations on the counties and tribal organizations, rather the agreements will memorialize in writing existing processes and procedures for reimbursement while ensuring compliance with all applicable state and the new Federal NG911 Grant rules and laws.

Since we have a short window for the expenditure of the NG911 Grant program funds, it is important to execute the grant award agreement document as soon as possible. These identified NG911 projects must be completed by March 31, 2022.

If you have any questions regarding the grant agreement, please contact the Florida State E-911 Coordinator, Leon Simmonds, at <a href="mailto:leon.simmonds@dms.myflorida.com">leon.simmonds@dms.myflorida.com</a> or (850) 921-0041.



Florida E911 Board 2555 Shumard Oak Blvd. Tallahassee, FL 32399-0950 Tel: 850-922-7451 Fax: 850-488-9837

April 28, 2020

Ms. Linda Phillips Franklin County 33 Market Street, Suite 203 Apalachicola, FL 32328

FEID #: 59-6000612

Subject: Spring 2020 Rural County - Reimbursement Grant Program

Dear Ms. Phillips:

The State of Florida E911 Board would like to congratulate you on your reimbursement grant award for E911 funds to improve the 911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Spring 2020 Rural County Grant Program grant(s) to Franklin County:

Grant Number	CSFA#	Amount Requested	Amount Approve	d Purpose	Federal Funding
20-04-06	72.001	\$34,366.21	\$34,366.21		
			\$28,421.21	E911 System Maintenance	No Association
			\$5,945.00	Map Maintenance	No Association
Total Gran	t Awards:		\$34,366.21		

Spring 2020 Rural County - Reimbursement Grant Program Page Two

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App\_mode=Display\_StatuteSearch\_String=URL=0200-0299/0215/Sections/0215.97.html

Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

Matthew Matney

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Matthew Matney, Chief Bureau of Public Safety - E911

MM/KR

cc: Franklin County 911 Coordinator

#### Additional Terms and Conditions for Rural Grant

The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program (hereinafter the "Application"), and the Grantee's award letter.

#### 1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins upon award (made at the E911 Board meeting on April 16, 2020) and ends on May 4, 2021
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statue, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at: <a href="https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf">https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf</a>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
  - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
  - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

#### 2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

#### 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

#### 4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

#### 5. CONTACTS

- 5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
  - 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
  - 5.1.2. Review all documentation for which the Grantee requests payment; and
  - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

<u>Leon Simmonds, State 911 Coordinator</u> <u>2555 Shumard Oak Blvd Suite 260</u> <u>Tallahassee, FL 32399</u>

Alrene Hicks, Grant Manager 4030 Esplanade Way Tallahassee, FL 32399

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

#### 6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

#### 7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <a href="http://dos.myflorida.com/library-archives/records-management/general-records-schedules/">http://dos.myflorida.com/library-archives/records-management/general-records-schedules/</a>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <a href="http://csrc.nist.gov">http://csrc.nist.gov</a>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A–87).

#### 8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

#### 9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

#### **10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

#### 11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

#### **12. TERMINATION**

- 12.1. <u>Termination Due to the Lack of Funds.</u> If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. <u>Termination for Cause.</u> The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. <u>Termination for Convenience</u>. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. <u>Mutual Termination.</u> The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. <u>Grantee Responsibilities upon Termination.</u> Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

#### 13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law.

#### 14. MANDATED CONDITIONS

14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

#### **15. MISCELLANEOUS**

- 15.1. <u>Payment Process</u>. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <a href="http://www.myfloridacfo.com/Division/AA/Vendors/default.htm">http://www.myfloridacfo.com/Division/AA/Vendors/default.htm</a>.
- 15.2. <u>Invoicing.</u> The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. <u>Invoice Detail.</u> Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. <u>Intellectual Property.</u> Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. <u>Conflict of Interest.</u> This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. <u>Non-Discrimination</u>. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 3 herein.

sted.	
Date:	
Date:	
	Date:

#### **APPLICABLE STATUTES AND REGULATIONS**

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements
Florida Statutes (F.S.)
§ 11.062, F.S Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S Agency inspectors general
Chapter 112, F.S Public Officers and Employees: General Provisions
Chapter 119, F.S Public Records
§ 215.34, F.S State funds; noncollectible items; procedure
§ 215.422, F.S Payments, warrants, and invoices; processing time limits; dispute resolution; agency or
judicial branch compliance

§ 215.971, F.S. - Agreements funded with federal or state assistance

§ 216.301, F.S. - Appropriations; undisbursed balances

§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited

§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis

§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay

§ 273.02, F.S. - Record and inventory of certain property

§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities

§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities

§ 287.135, F.S. - Prohibition against contracting with scrutinized companies

Chapter 443, F.S. - Reemployment Assistance

§ 501.171, F.S. - Security of confidential personal information

Florida Administrative Code (F.A.C.)

Rule Chapter 691-5 - State Financial Assistance

#### Memoranda

CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements

CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

#### State E911 Plan and E911 Board Statutes and Rules

Florida Statutes		
Chapter 365, F.S Use of Telephones and Facsimile Machines		
Florida Administrative Code		
Rule Chapter 60FF-6 - State E911 Plan		
Rule Chapter 60FF1-5 - E911 Board		

State Grant Number: 20-04-06	State Grant Award Date: 4/16/2020
Catalog of State Financial Assistance number: 72.001	Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program

#### Attachment 1

# AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

### Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- 1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §\$200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

#### Part II: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit

and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- 1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

### Part III: Other Audit Requirements

N/A

### Part IV: Report Submission

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart
F - Audit Requirements, and required by Part I of this form shall be submitted, when required
by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit
Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
  - a. The Department at each of the following addresses:

Electronic copies (preferred): oiginvestigation@dms.myflorida.com

or

Paper (hard copy): The Department of Management Services Office of the Inspector General 4030 Esplanade Way, Ste 250 Tallahassee, FL 32399-0950

**b.** The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C. 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

#### Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

#### EXHIBIT 1

# Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

Federal/State Project:

Federal/State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone

System Rural County Grant Program

Amount: \$34,366.21

# Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

# State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

### **Matching Resources for Federal Programs:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

#### Subject to Section 215.97, F.S.:

State Project A:

N/A

2. State Project B:

N/A

# Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement #20-04-06 between the Grantee and the Department, entered in State Fiscal Year 2019-2020.



# **Administrative Policy**

Policy Number 94

Title:	Local Workforce Development Area Designation		
Program:	Workforce Innovation and Opportunity Act		
Adopted:	March 20, 2017		
Effective:	March 20, 2017		

#### I. PURPOSE AND SCOPE

The purpose of this policy is to outline the process for new and subsequent area designation for local workforce development boards (LWDBs) under the Workforce Innovation and Opportunity Act (WIOA).

#### II. BACKGROUND

Under the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the Governor must designate local workforce development areas after consultation with the State Workforce Board (SWB), local chief elected officials (CEO) and LWDBs.

WIOA requires that the Governor approve a request for initial designation as a local workforce development area from any area that was designated as a local workforce development area for purposes of the Workforce Investment Act (WIA) of 1998 for the two-year period preceding the enactment of WIOA, provided the area performed successfully and sustained fiscal integrity.

#### III. AUTHORITY

Workforce Innovation and Opportunity Act (Pub. L. 113-128, Section 106, 107 and 116)

<u>Training and Employment Guidance Letter (TEGL No. 19-14)</u>, Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act, February 19, 2015

<u>Training and Employment Guidance Letter (TEGL) No. 27-14</u>, Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions, April 15, 2015

<u>Training and Employment Guidance Letter (TEGL) No. 10-16</u>, Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III and Title IV Core Programs, December 19, 2016

20 CFR 679.230-679.260; 20 CFR 683.630(a); 20 CFR 683.640; 20 CFR 677.205-677.210

### IV. POLICIES AND PROCEDURES

The purpose of the local workforce development area is to serve as the jurisdiction for the administration of workforce development activities using Adult, Dislocated Worker and Youth funds allocated by the State and to coordinate efforts related to the other core programs at a community level. The Governor shall approve a request for designation of an area from a unit of general local government as a local workforce development area in accordance with the process and considerations outlined in WIOA Section 106b(1)(A) and (B).

Under the authority granted to states in WIOA Section 106(b)(2), each of Florida's existing local workforce investment areas that were operating in accordance with WIA were automatically granted an initial designation as a local workforce development area. This initial designation became effective July 1, 2015 and will expire on June 30, 2017.

# 1. New Area Designation

The Governor may approve a request at any time for designation as a local workforce development area from any unit of general local government, including a combination of such units, if the SWB recommends designation after determining that the area:

- a. Is consistent with local labor market areas;
- b. Has a common economic development area; and
- c. Has the Federal and non-Federal resources, including appropriate education and training institutions, to administer activities under WIOA subtitle B.

If local representatives have concluded that a new local workforce development area is needed, the CEOs shall make a request to the Department of Economic Opportunity (DEO) and CareerSource Florida. The new designation request requires the following steps:

- a. A completed request that addresses the required designation criteria as described in WIOA Section 106:
  - i. Consistency with local labor market areas.
  - ii. Has a common economic development area.

- iii. Has the federal and non-federal resources, including appropriate education and training institutions, to administer activities under the Youth, Adult and Dislocated Worker formula programs.
- b. The request must contain the signature of all of the CEOs of the units of local government that will make up the new local workforce development area, to demonstrate that the request is the consensus of all the units of local government involved.
- c. A statement of how the proposed new area designation will impact those other workforce areas from which it is withdrawing. It should be understood by any county, city or combination of such seeking designation, that the new area will only secure the formula allocated funds for each WIOA funding stream based on the formula factors as defined by WIOA.
- d. CareerSource Florida will review all public comments received and include those comments in the recommendation packet for approval or disapproval of local workforce development area designations to the Governor.
- e. CareerSource Florida will submit its recommendation to the Governor within ten business days of CareerSource Florida decision.
- f. The final decision rests with the Governor (or designee) and shall be made no later than six weeks prior to the beginning of the new program year (July 1st).

Additionally, the Governor may re-designate a local workforce development area if the redesignation has been requested by a local workforce development area and the Governor approves the request.

## 2. Subsequent Designation

Local workforce development areas that receive an initial designation shall be granted a *subsequent designation* if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity, and in the case of a local workforce development area in a planning region, met the regional planning requirements as described in WIOA Sec. 106(c)(1). The process for a local area to submit a subsequent designation request is outlined below:

- a. The CEOs must submit a request for subsequent designation (Attachment A) to CareerSource Florida and DEO every two years beginning July 1, 2017. The completed form must be submitted via email to: <a href="https://www.wigner.com">wioA@deo.myflorida.com</a>. The application to request subsequent designation is due by April 15 of the renewal year.
- b. DEO and CareerSource Florida will review the request submitted to verify that the stated requirements were met. The submissions will be made available for public review at <a href="https://www.careersourceflorida.com/wioa">www.careersourceflorida.com/wioa</a> for a period not to exceed ten days.

- c. After the receipt and review of public comment, CareerSource Florida will review the submissions along with any public comments received, and make recommendations to the Governor regarding the local workforce development area's subsequent designation.
- d. Each local workforce development area will be notified of the Governor's designation decision within ten business days of receipt by DEO and CareerSource Florida.

The Governor may review a local workforce development area at any time to evaluate whether that area continues to meet the requirements for subsequent designation. Additionally, the Governor must review a local workforce development area before submitting the State Plan during each four-year State planning cycle to evaluate whether the area continues to meet the requirements for subsequent designation.

### 3. Performed Successfully

For the purpose of determining subsequent local workforce development area designation, the term "**performed successfully**" means the local workforce development area met or exceeded the adjusted levels of performance for primary indicators of performance for the last two consecutive years for which data are available, and that the local area has not failed the same measure for the last two consecutive program years.

# 4. Sustained Fiscal Integrity

**Sustained Fiscal Integrity** for all program years means the Secretary of the United States Department of Labor has not made a formal determination that either the grant recipient or the administrative entity of the area misexpended funds due to willful disregard of the requirements of the provision involved, gross negligence or failure to comply with accepted standards of administration for the two-year period preceding the determination.

# V. APPEAL PROCEDURES FOR DENIAL OR OTHER ADVERSE ACTION(S) PERTAINING TO LOCAL WIOA AREA DESIGNATION

If the Governor denies a local area designation or makes a decision related to designation that adversely affects an area, the unit of general local government or grant recipient may submit an appeal to CareerSource Florida. The appeal procedures are as follows:

#### 1. State Appeal Procedures

a. The request for appeal must be sent by certified mail, return receipt to the President, CareerSource Florida, Inc. c/o the Department of Economic Opportunity, Attention: OSPS Program Management Unit, MSG-229, 107 East Madison Street, Tallahassee, FL 32399 and/or email the request for appeal to <a href="www.wio.acm">wio.acm</a>. The request must include the name of the contact person and the address where official notices are to be mailed. The appeal request must be legible, written/typed clearly and

concisely, and include the title "**REQUEST FOR APPEAL**" at the top of the first page in all capital letters. The written/typed appeal must specifically state why the designation as a WIOA local workforce development area should be approved. The request shall be no longer than five pages. (Exhibits and attachments are not included in the five-page limit.)

- b. As specified in WIOA Regulations, 20 CFR 683.630(a)(2), CareerSource Florida must provide an opportunity for a hearing and prescribe appropriate time limits to ensure prompt resolution of the appeal. CareerSource Florida must conduct a hearing and make a determination of designation within 60 calendar days of receipt of the request. At least ten calendar days prior to the hearing, the designated local contact person shall receive by certified mail, return receipt, a written/typed notice of the hearing from CareerSource Florida.
- c. The notice shall inform the local contact/board of the following:
  - i. The date, time, and place of the hearing;
  - ii. The reason the WIOA local workforce development area designation was denied, including the pertinent sections of the WIOA and any federal regulations involved;
  - iii. That the affected parties that they may present witnesses or documentary evidence at the hearing;
  - iv. That the affected parties that they may be represented at the hearing by an attorney or other representative;
  - v. That the parties are entitled to a written/typed decision of findings to be issued within 30 calendar days after the date of the hearing; and
  - vi. That the local area has the right to appeal to the Secretary of the United States Department of Labor (USDOL).

# 2. Federal Appeal Procedures

- a. If the appeal does not result in a designation, the appellant may request a review by the Secretary of USDOL to determine if procedural rights were granted or if the minimum criteria of WIOA Section 106(b)(2) or Section 106(b)(3) were met. This appeal must be filed no later than 30 days after receipt of written notification of the denial from CareerSource Florida, and must be submitted by certified mail, return receipt requested to: Secretary, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, DC 20210, Attention: ASET. A copy of the appeal must be provided to CareerSource Florida at the same time it is sent to USDOL.
- b. The appellant must establish that it was not accorded procedural rights under the appeal process set forth in the State Plan or that it meets the requirements for designation as specified in WIOA.

c. The USDOL Secretary may consider any comments submitted in response by CareerSource Florida. If the USDOL Secretary determines that the appellant has met its burden of establishing that it was not accorded procedural rights under the appeal process or that it met the requirements for designation in WIOA, the Secretary may require that the area be designated a local area. The Secretary must issue a written decision to the Governor and the appellant.

## VI. **DEFINITIONS**

<u>Initial Designation</u> – The period of initial designation applies to July 1, 2015 through June 30, 2017.

<u>Subsequent Designation</u> – The period of subsequent designation applies to program years 2017 and beyond.

**New Designation** – Creation of a new local area.

### VII. ATTACHMENT

Attachment A – Application for Subsequent Local Workforce Development Area Designation



POLICY NUMBER 091

# **Administrative Policy**

Title:	Local Workforce Development Board Composition and Certification		
Program:	Workforce Innovation and Opportunity Act		
Effective:	06/08/2016	Revised:	01/07/2021

#### I. PURPOSE AND SCOPE

The purpose of this policy is to provide Local Workforce Development Boards (LWDBs) with the requirements for LWDB membership composition under the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes (F.S.), and the process for certification of LWDBs.

## II. BACKGROUND

Each local workforce development area in the state must establish a local workforce development board to carry out the functions specified for the local board under WIOA sec. 107(d) for such area. The CareerSource Florida Board of Directors, in consultation with the Department of Economic Opportunity, will ensure LWDBs have a membership consistent with the requirements of federal and state law and have developed a plan consistent with the state's workforce development plan.

#### III. AUTHORITY

Public Law 113-128, Workforce Innovation and Opportunity Act, Sections 106 and 107

20 Code of Federal Regulations 679.320

Sections 445.004 and 445.007, F.S.

#### IV. POLICIES AND PROCEDURES

Outlined below are the policies and procedures for certifying LWDBs and ensuring the composition of and appointment of members to LWDBs are consistent with the provisions of federal and state requirements.

# A. LWDB Membership and Composition

The Governor, in partnership with the CareerSource Florida Board of Directors, must establish criteria for use by Chief Local Elected Officials (CLEOs) for appointment of members of the local boards in accordance with WIOA sec. 107(b)(2). The composition of the local board must meet the following criteria:

#### 1. Business

A majority of the local board members must represent businesses in the local area as individuals who:

- a. Are owners of a business, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
- b. Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area (at least two representatives of small businesses must be included); and
- c. Are appointed from individuals nominated by local business organizations and business trade associations.

## 2. Labor/Apprenticeships

Not less than 20 percent of the members must be representatives of the workforce within the local area who:

- a. Include at least two representatives of labor organizations nominated by local labor federations. For a local area in which no employees are represented by such organizations, at least two other representatives of employees will be included.
- b. Include at least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no such joint program exists in the area, at least one representative of an apprenticeship program in the area, if such a program exists.
- c. May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for

individuals with disabilities.

d. May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.

#### 3. Education

Each local board must include representatives of entities administering education and training activities in the local area who:

- a. Include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA.
- b. Include a representative of institutions of higher education providing workforce investment activities (including community colleges).
- c. Include a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such representative does not exist in the local area.
- d. May include representatives of local educational agencies and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

When there is more than one institution in each of the types of educational entities listed above, nominations are solicited from representatives of each of these entities.

LWDBs requesting to waive the requirement for private education provider representation on the board must demonstrate that such a provider does not exist in the local area. The LWDB will describe, in a locally defined process, how private education providers will be identified and efforts to include those representatives on the local board. If through the local process the LWDB finds that a private education provider representative of an entity administering education and training activities in the local area does not exist, the LWDB will submit a request to waive the requirement to

<u>LWDBGovernance@deo.myflorida.com</u>. The request must include a copy of the local process and the results of the LWDB's efforts in its request.

#### 4. Governmental/Economic/Community Development

Each local board must include representatives of economic and community development as well as governmental entities serving the local area who:

- a. Represent economic and community development entities serving the local area.
- b. Represent Vocational Rehabilitation serving the local area.

- c. May represent agencies or entities serving the local area relating to transportation, housing, and public assistance.
- d. May represent philanthropic organizations serving the local area.

## 5. Other Entity Representation

Each local board may include other individuals or representatives of entities determined by the Chief Elected Official in the local areas to be appropriate.

Unlike the state board, members of the local board may be appointed as representatives of more than one entity if the individual meets all the criteria for representation.

# **B.** LWDB Chairperson

The members of the local board must elect a chairperson for the local board from among the members of the local board. The Chairperson of the LWDB must be from the business community and serve for a term of no more than two years and no more than two terms.

# C. Standing Committees

The local board may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out its required activities, as further prescribed in WIOA sec. 107(b)(4).

#### D. Authority of Board Members

Members of the board who represent organizations, agencies, or other entities must be individuals with optimum policymaking authority within the organizations, agencies or entities.

#### E. Board Member Recruiting, Vetting and Nominating

The LWDB, in consultation with the CLEO, must develop and implement written processes and procedures for recruiting, vetting and nominating LWDB members. The qualifications of LWDB members must be documented, align with the requirements of WIOA, and be compliant with all federal and state laws, rules and regulations, and applicable state policies. Documentation supporting the recruitment, vetting and nomination process, including names of nominating organizations and names of all candidates and their qualifications, must be retained for not less than five years.

In addition to criteria outlined in Section A. of this policy, the members of the board shall represent diverse geographic areas within the local area. The importance of minority and gender representation must be considered when making appointments to the local board.

# F. Appointment of Board Members

The CLEO in a local area is authorized to appoint the members of the local board who meet the criteria outlined in **Section A**. of this policy. The CLEO may not delegate the responsibility of appointing members to the LWDB, to the executive director or to staff. When a local area includes more than one unit of local government, the CLEOs of such units may execute an agreement that specifies the respective roles of the individual CLEOs regarding:

- a. The selection, appointment, removal or reappointment of the members of the local board from the individuals nominated or recommended to be such members; and
- b. Carrying out any other responsibilities assigned to such officials in accordance with WIOA.

If after a reasonable effort the CLEOs are unable to reach agreement, the Governor may appoint the members of the local board from individuals so nominated or recommended.

Upon appointment to the local board, members must be educated about and acknowledge state and local conflict-of-interest policies.

LWDBs must adopt and abide by a conflict-of-interest policy that ensures compliance with federal and state laws, rules and regulations and applicable state policies.

#### G. Board Member Vacancies and Removal of a Board Member

LWDB members who no longer hold the position or status that made them eligible appointees must resign or be removed by the CLEO. Local workforce development board vacancies must be filled within a reasonable amount of time, but no more than 12 months from the vacancy occurrence. This process may be described in the local area's bylaws or in a local operating procedure.

The Governor<sup>1</sup> and CLEO<sup>2</sup> may remove members of an LWDB, and its Executive Director or the designated person responsible for operational and administrative functions for the board for cause.

# H. Certification of Local Workforce Development Boards

#### 1. Certification

Once every two years, one LWDB must be certified for each local area in the state, based on the criteria described in WIOA sec. 107(b). For a second or subsequent certification, certification must also be based on the extent to which

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<sup>&</sup>lt;sup>1</sup> Chapter 445.007(2)(b), F.S.

<sup>&</sup>lt;sup>2</sup> Chapter 445.007(2)(c), F.S.

the local area ensures workforce investment activities carried out in the local area enabled the local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA sec. 106(e)(2).

The CareerSource Florida Board of Directors shall recertify LWDBs every two years. DEO, in consultation with the CareerSource Florida Board of Directors, will issue instructions to the LWDBs for certification. LWDBs will submit certification documents to DEO. Upon satisfactory review of an LWDB's certification documents, DEO will provide a recommendation on certification to the CareerSource Florida Board of Directors. At the appropriate time intervals, instructions will be issued to LWDBs about the certification process, to include documentation requirements.

#### 2. Failure to Achieve Certification

Failure of an LWDB to achieve certification shall result in appointment and certification of a new local board for the local area pursuant to WIOA sec. 107(c)(1). Administrative Policy 104 — Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards details the actions the CareerSource Florida Board of Directors and DEO may take if an LWDB fails to meet this standard.

# I. Decertification of Local Workforce Development Boards

The Governor may decertify an LWDB in accordance with WIOA Sec. 107(c)(3), as further prescribed in Administrative Policy 104, Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards.

#### V. DEFINITIONS

- 1. Small business is defined by the <u>Small Business Administration</u>.
- **2. Economic agency** is defined as including a local planning or zoning commission or board, a community development agency, or another local agency or institution responsible for regulating, promoting, or assisting in local economic development.
- **3.** Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.
- **4. Person with optimum policy-making authority** is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.

# VI. REVISION HISTORY

Date	Description		
01/07/2021	Issued by the Florida Department of Economic Opportunity.		
12/03/2020	Revised and approved by CareerSource Florida Board of Directors.		
02/20/2020	Revised and approved by CareerSource Florida Board of Directors.		
06/08/2016	Issued by the Florida Department of Economic Opportunity. This		
	administrative policy supersedes and replaces FG-OSPS-073,		
	Regional Workforce Board Composition, Certification and		
	Decertification, issued June 29, 2013.		



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

# **MEMORANDUM**

TO:

Ricky Jones, Chair

FROM:

Kimberly L. Bodine

DATE:

**January 20, 2021** 

RE:

**Subsequent Designation for Region 4** 

# Requested Motion/Action

A. Board to approve and authorize the Chairman to sign the Subsequent Local Area Designation for Local Workforce Development Boards under the Workforce Innovation and Opportunity Act (WIOA).

# Background

A. Local workforce development areas that receive an initial designation by the Governor may be granted a subsequent designation if, for the two most recent program years, the local area performed successfully and sustained fiscal integrity, and in the case of a local area in a planning region, met the regional planning requirements as described in WIOA Sec. 106. The chief elected officials must submit a request for subsequent designation (Attachment A) to CareerSource Florida and DEO every two years beginning July 1, 2017. The application to request subsequent designation is due by April 15 of the renewal year. "Attachment A" is the signature page for the subsequent designation.

# APPLICATION FOR SUBSEQUENT LOCAL WORKFORCE DEVELOPMENT AREA DESIGNATION

LOCAL WORKFORCE AREA INFORMATION

**CareerSource Gulf Coast** 

NAME OF LOCAL AREA:

LWDB Number: 4	
DATE OF SUBMISSION:	
CONTACT PERSON NAME:	PHONE: 850-913-3285
Kimberly L. Bodine	EMAIL ADDRESS: kbodine@careersourcegc.com
PERFORMED SUCCESSFULLY	
THE TERM "PERFORMED SUCCESSFULLY" MEANS THE EXCEEDED THE ADJUSTED LEVELS OF PERFORMANCE FO LAST TWO CONSECUTIVE YEARS FOR WHICH DATA ARE THE SAME INDIVIDUAL MEASURE FOR THE LAST TWO CO	R PRIMARY INDICATORS OF PERFORMANCE FOR THE AVAILABLE, AND THE LOCAL AREA HAS NOT FAILED
SUSTAINED FISCAL INTEGRITY	
THE TERM "SUSTAINED FISCAL INTEGRITY" MEANS TO FORMAL DETERMINATION, DURING EITHER OF THE DETERMINATION REGARDING SUCH INTEGRITY, TO ADMINISTRATIVE ENTITY OF THE AREA HAS MISEXPENDED	LAST TWO CONSECUTIVE YEARS PRECEDING THE HAT EITHER THE GRANT RECIPIENT OR THE
By signing below, the local Chief Elected Office director certify that the local area has perintegrity for subsequent designation of the exist	RFORMED SUCCESSFULLY AND SUSTAINED FISCAL
Local Workforce Boari	EXECUTIVE DIRECTOR
NAME: Kimberly L. Bodine	
SIGNATURE: Kimally & Balene	
DATE:	

Local Chi	EF ELECTED OFFICIAL		
NAME AND TITLE: Ricky Jones, Chair	County: Franklin		
SIGNATURE:	DATE:		
Local Chi	EF ELECTED OFFICIAL		
Name and Title:	COUNTY:		
SIGNATURE:	DATE:		
Local Chi	EF ELECTED OFFICIAL		
NAME AND TITLE:	COUNTY:		
SIGNATURE:	DATE:		
Local Chii	EF ELECTED OFFICIAL		
NAME AND TITLE:	COUNTY:		
SIGNATURE:	DATE:		
Local Chii	EF ELECTED OFFICIAL		
NAME AND TITLE:	COUNTY:		
SIGNATURE:	DATE:		
Local Chir	ef Elected Official		
Name and Title:	COUNTY:		
SIGNATURE:	DATE:		

# LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) MEMBERSHIP

LOCAL WORKFORCE DEVELOPMENT BOARD NAME:

CareerSource Gulf Coast - 04

NAME OF LWDB MEMBERS	AREA(S) OF REPRESENTATION	NOMINATING ORGANIZATION	DEMOGRAPHICS	PERIOD OF APPOINTMENT	
Lisa Barnes	BU - Business	Bay BOCC	F - Fem. W - White (not Select co	08/06/19	08/06/22
Sandra Henry	BU - Business	Bay BOCC	F - Fem: W - White (not Select co	05/15/18	05/15/21
Christy Smith	BU - Business	Bay BOCC	F - Fem. W - White (not Select co	06/11/19	06/11/22
Tom Landreth	BU - Business	Bay BOCC	M - Male W/H - White at Select co	10/15/19	10/15/22
Dr. Pat Hardman	BU - Business	Gulf BOCC	F - Fem. W - White (not OI - Olc	01/04/21	01/04/24
Betty Croom	BU - Business	Franklin BOCC	F - Fem: B - Black/Afric; OI - Olc	05/01/18	05/01/21
Ted Mosteller	BU - Business	Franklin BOCC	M - Male W - White (not OI - Olc	07/02/19	07/22/22
Elinor Mount-Simmons	BU - Business	Franklin BOCC	F - Fem; B - Black/Afric; OI - Olc	07/07/20	07/07/23
Steven Lanier	ETPO - Education and Training Provi	Franklin BOCC	M - Male W - White (not OI - Olc	07/01/20	06/02/21
Becca Hardin	GRED - Government Representative-	Bay BOCC	F - Fem: W - White (not Select co	07/18/20	07/18/23
Jim McKnight	GRED - Government Representative	Gulf BOCC	M - Male W - White (not Select co	09/24/19	09/24/22
Dr. John Holdnak	ETPC - Education and Training Provi	Bay BOCC	M - Male W - White (not Select co	07/18/20	07/18/23
John Deegins	WOV - Workforce-Community-based	Bay BOCC	M - Male W/H - White at V - Vete	07/18/20	07/18/23

# LWDB BOARD MEMBERSHIP

# (Continued)

NAME OF LWDB MEMBERS	AREA(S) OF REPRESENTATION	NOMINATING ORGANIZATION	DEMOGRAPHICS	PERIOD OF APPOINTMENT
Fred Croon	WOLO - Workforce-Labor Organization	Bay BOCC	M - Male B - Black/African Arr Select code	07/18/20 07/18/23
Steve Jordan	WOLO - Workforce-Labor Organization	Bay BOCC	M - Male W - White (not Hispa Select code	07/18/20 07/18/23
Rod Pearson	GRVRD - Government Representative-Voc	Bay BOCC	M - Male B - Black/African Am Select code	07/18/20 07/18/23
Elinor Mount-Simmons	WOY - Workforce-Community-based Organ	Franklin BOCC	F - Female B - Black/African Am OI - Older indiv	07/07/20 07/07/23
Vacant	BU - Business	Bay BOCC	Select a Ge Select a Race/Ethnic Select code	
Vacant	BU - Business	Bay BOCC	Select a G Select a Race/Ethnic Select code	
Vacant	BU - Business	Gulf BOCC	Select a G Select a Race/Ethnic Select code	
Vacant	BU - Business	Gulf BOCC	Select a Gr Select a Race/Ethnic Select code	5
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	Select an Area		Select a G Select a Race/Ethnic Select code	
	Select an Area		Select a G Select a Race/Ethnic Select code	

#### AREA(S) OF REPRESENTATION CODES

#### BU - Business

- WOLO Workforce-Labor Organization
- WOJ Workforce-Joint labor-management Apprenticeship Program
- WOD Workforce-Community-based Organizations representing Individuals with Disabilities (optional)
- WOV Workforce-Community-based Organizations representing Veterans (optional)
- WOY Workforce-Community-based Organizations representing Youth (optional)
- ETPA Education and Training Provider-Adult Education and Literacy
- ETPC Education and Training Provider-Institution of Higher Education
- ETPO Education and Training Provider-Other Providers (optional)
- GRED Government Representative-Economic Development
- GRES Government Representative-Employment Service
- GRVRD Government Representative-Vocational Rehabilitation
- GRO Government Representative-Other (optional)
- OTHER Other (please specific group/program being represented) (optional)

#### **DEMOGRAPHICS CODES**

#### **GENDER CODES**

M - Male

F - Female

#### **RACE/ETHNIC CODES**

W - White (not Hispanic)

B - Black/African American (not Hispanic)

W/H - White and Hispanic

B/H - Black and Hispanic

O - Other

#### OTHER CODES

- D Disabled individual
- OI Older individual
- V Veteran

# FRANKLIN COUNTY

REPLY TO: 

BOARD OF COUNTY COMMISSIONERS

33 MARKET STREET, SUITE 203

APALACHICOLA, FL 32320

(850) 653-8861, EXT. 100

(850) 653-4795 FAX



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

January 25, 2021

Wesley Sapp Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, Florida 32399

Dear Mr. Sapp:

Please allow this to serve as an official request to extend Agreement Y2314, Franklin County CARES Act between the Franklin County Board of County Commissioners and the Florida Division of Emergency Management.

We will be submitting a revised spend plan with an estimated timeline by the deadline of February 5, 2021.

Thank you in advance for your consideration.

Sincerely,

Ricky Jones Franklin County Board of County Commissioners Chairman



**MEETING DATE:** February 2, 2021

**NAME/DEPARTMENT/AGENCY:** Deborah Belcher, Roumelis Planning and Development

Services, Inc., CDBG Grant Administrator for Franklin

County

**TOTAL ATTACHMENTS:** 0

\_\_\_\_\_\_

#### **Action Items:**

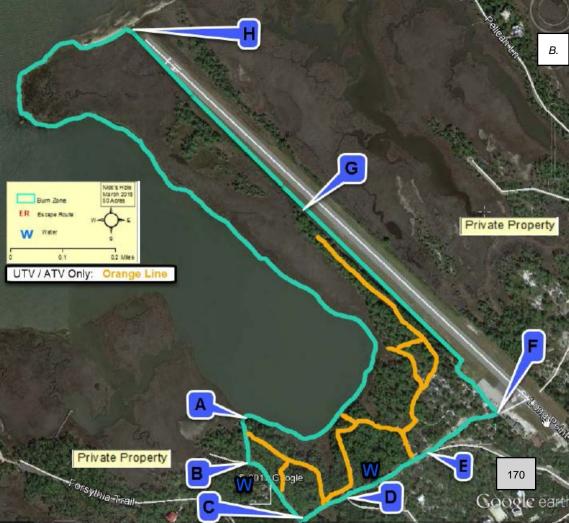
None

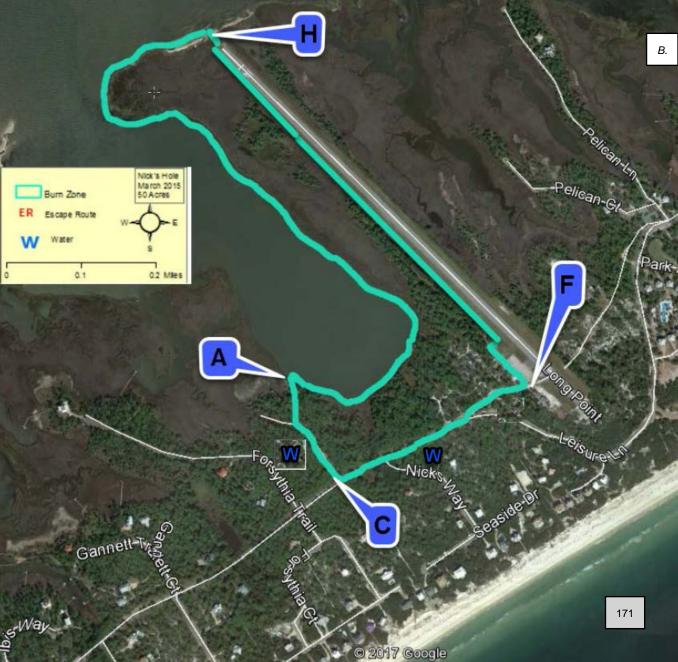
#### **Information Items:**

1. DEO is finalizing the application process for another type of CDBG grant, relating to COVID-19. The application cycle opens February 1, 2021, with Pre-applications due March 15, 2021. Potentially eligible projects will proceed into a detailed competitive process afterwards. This grant can be used for a variety of activities that prevent, prepare for and respond to the Coronavirus pandemic. The Board directed me to pursue applying for funding for expanding Broadband service. I "attended" a webinar 1/26/2021 during which DEO discussed the CDBG-CV program. They reiterated the importance of targeting projects to low/moderate income groups, but were short on answers about specific things that could be funded (except for a lot of "no" answers).

I think we should pursue a Project/Planning grant, which includes some study of the broadband coverage, providers, minimum customer base, timeframe for providing service, costs, customer fees, etc. as well as planning the project area based upon the study, and the funding for the actual project. The projects should be complete by mid-2022, and with DEO's slow award process, it will be a challenge to meet that schedule.

As I get more information from DEO, I will coordinate with Michael Morón regarding scheduling additional discussion with the Board, and conducting a public hearing.







# BROADBAND INITIATIVE PRESENTATION - SEAN LEWIS (FDEO)

Chair Kristin Dozier introduced Sean Lewis, the Community Program Manager of the Office of Community Partnerships, Florida Department of Economic Opportunity (DEO). Mr. Lewis presented information regarding the newly established Florida Office of Broadband (the Office) and the workshops that the Office will be hosting over the next few months.

The primary goal of the Office is to develop a Strategic Plan for Broadband to increase and promote the usage of broadband across the state. Complementary goals include helping to design state programs and resources for broadband adoption, deployment, expansion, and resiliency; and developing informational materials to share on the FL Office of Broadband web page (www.Floridallobs.org/Broadband). Mr. Lewis added that this web page is intended to be a fone-stop shopf for local governments, as it is updated regularly and includes tips on how different sectors of the economy can find broadband funding opportunities.

The Office will be hosting a series of regional Broadband Workshops over the next two months to begin the process of building and facilitating local technology planning teams. Sectors within every region have been invited to participate and provide guidance to the state regarding its new Strategic Plan for Broadband. To achieve this goal, the workshops will investigate the availability, access, and affordability of broadband in each region, identify broadband challenges or barriers to entry for that region's specific communities (i.e., geography, population, density, funding matches, etc.), identify future goals for broadband improvements and expansions within the region, define region-specific broadband baseline data points in order to develop metrics, and identify possible regional partnership opportunities.

#### ARPC ECONOMIC IMPACT DASHBOARD - CAROLINE SMITH, JANA WILLIAMS

To illustrate the value of Regional Planning Councils (and the ARPC in particular) staff recently completed the ARPC Economic Impact Dashboard. As the first of its kind in Florida, the dashboard is an online tool that displays the geographic distribution of where ARPC member funds (and other funding, such as grants) are being allocated within the Region.

The dashboard is a very meaningful tool, showing members the ARPC's Return on Investment (ROI) and where those dollars are being directed. In addition, it will help the ARPC internally – the more data that is analyzed, the more apparent it will be to the ARPC as to which parts of the Region require more attention.

This project is currently in Phase 1. As Phase 2 takes shape, interactive points will be added to the map that indicate the location of specific projects and programs within the Region that can be clicked on to reveal more detailed information. Users will also have the ability to filter the data by "Program Area" and "County". As more data is added, this dashboard will be an essential component in telling the story of ARPC.

AND THE 2020 ARPC D.R.E.A.M. AWARD GOES TO... Commissioner Randy Merrittl Serving as ARPC Chair since 2014, Commissioner Merritt's steady leadership has transformed the Council into a thriving, relevant, and respected organization. Due to his monumental efforts, ARPC has expanded focus and services to member local governments, increased member engagement, and tripled revenue sources. Congratulations, Commissioner Merritt! On behalf of ARPC, thank you for your dedication and service.

WITH UNANIMOUS APPROVAL, ARPC Board Members passed a resolution in opposition of Committee Substitute/Senate Bill 62 (CS/SB 62).





#### AGENDA ITEM 5.8.1 – ECONOMIC DEVELOPMENT PROGRAM: OLU AKINRENDE, ADRIANA SILVA, CAROLINE SMITH

ARPC staff continue to assist regional partners with economic development planning, intergovernmental coordination, COVID-19 economic recovery, and other tasks. Currently, ARPC staff is leading three municipalities (Community of Eastpoint, City of Carrabelle, and Town of Campbellton) through the Competitive Florida program. ARPC staff is conducting a survey to determine local governments' growth management planning needs, and will be utilizing this data to create the Community Planning Toolkit. In addition, City of Quincy staff and ARPC staff are finalizing the proposed scope of work for the Quincy Neighborhood Beautification Project, and the team is excited at the possibility of completing this design-focused project.

#### AGENDA ITEM 5.B.2 - DISASTER RESILIENCY: BEN CHANDLER

The Disaster Resiliency Program continues to partner with federal, state, and regional agencies, as well as local government officials, in the implementation of ongoing initiatives in response to Hurricane Micheal and the COVID-19 pandemic. Program focus is currently centered on: Rural Recreational Economy Alliance/Recovery and Resiliency Partnership Project; Port of Port St. Joe – Triumph Gulf Coast Grant Application Assistance; and Florida Main Street Toolkit.

#### AGENDA ITEM 5.8.3 – EMERGENCY PLANNING: ZACH ANNETT, ANTHONY CARPANINI, DENISE IMBLER

Work is underway for the Statewide Regional Evacuation Study (SRES), and ARPC staff recently completed an update of storm surge maps. Staff is coordinating with Emergency Management Departments to determine if updates to evacuation zones are warranted. In addition, ARPC staff continues to support local public health and emergency response officials in the response to COVID-19. This support includes, but is not limited to, sharing information such as current Executive Orders, weekly situation reports, and assisting local health partners with vaccine distribution planning.

# AGENDA ITEM 5.B.4 — REVOLVING LOAN FUND (RLF): JANICE WATS ON, JANA WILLIAMS

ARPC is diligently working to spread the word about ARPC Revolving Loan Fund Programs. Staff is currently working with two new loan applicants: Compassionate Resident Care and Impact Food Services Group. On February 24th, ARPC Staff will join representatives from FAMU Credit Union and Capital City Chamber of Commerce to participate in Women Wednesdays' Speaker Series.

#### AGENDA ITEM 5.B.5 – TRANSPORTATION PLANNING: KWENTIN EASTBERG, PAT MAURER

FDOT District 3 has revitalized its program of Community Traffic Safety Teams, a coordinating body in each county which includes representatives of local government, law enforcement, education, and healthcare professionals, and other stakeholders. The team collaborates on assessing and facilitating solutions to address local safety concerns and conducts public education and outreach. Commuter Programs Coordinator Pat Maurer serves on the Leon County Team and will be

available for teams throughout the Region as they reactivate.

# AGENDA ITEM 5.B.6 – ENVIRONMENTAL PLANNING: JOSH ADAMS & EVAN BLYTHE

In an effort to reduce pressure on syster bars in the Region, the Ft. Fish and Wildlife Conservation Commission (FWC) formally closed the Apalachicola Bay to wild syster harvest through December 2025. Other projects in the Bay that aim to increase ecological productivity include the Apalachicola Bay System Initiative and other Ft. Department of Environmental Protection and FWC projects. These projects closely align with the efforts of the Franklin-98 Living Shoreline Project, and ARPC staff is excited about the positive impacts that could be seen throughout the Region.

#### AGENDA ITEM 5.8.7 - GIS PROGRAM: SHARON RODRIGUEZ

Storm surge and storm depth have been made into composites for the State Regional Evacuation Study (SRES). These GIS layers were used to create maps depicting surge risks for each county at risk and help evaluate if there is a need to change the current evacuation zones. The data was sourced from the National Hurricane Center (NHC) and ran through the Flood Master tool in ArcMap, which enhanced the NHC data and produced a surge output that is more detailed and accurate for our counties.

#### AGENDA ITEM 5.8.8 – HOUSING PROGRAM: DONALD MORGAN, AMBERZIES

ARPC staff was fortunate to end 2020 by celebrating the first mobile home placement by Calhoun County's Hurricane Housing Recovery Program (HHRP). In addition, the end of the year also brought two housing rehabilitation projects to completion. Currently, ARPC staff has completed fifteen (15) Initial Home Inspections and has issued twelve (12) award letters towards the priority. The housing assistance to be provided for these applicants includes housing rehabilitation and demolition/construction (mobile home replacement).

In July of 2020, two applications were submitted to the FL Dept. of Economic Opportunity (FDEO) for the Community Development Block Grant - Mittgation (CBDG-MIT) on behalf of Wakulla County. The grant applications were proposals for the development of a county-wide Shelter Plan and Disaster Risk Analysis Plan, respectively. On Friday, January 8, Governor Ron Desantis announced nearly \$20 million in awards, which included both the Wakulla proposals!

#### AGENDA ITEM 5.B.9 – COMMUNICATIONS: MELISSA FRANKLIN

ARPC staff completed the FY2019-2020 ARPC Annual Report, which can be accessed through the ARPC website. Filled with graphics and metrics, the Annual Report focuses on headlines and snapshots highlighting the impact that the ARPC has made on the Region over the past year — especially the \$24 to \$1 ROI and an overview of new ARPC programs. Coupled with the ARPC Economic Impact Dashboard, the value of ARPC throughout the Region is underiable.