



Jefferson County Board of County Commissioners

Thursday, September 7, 2023 at 6:00 pm

FIRST HEARING - MILLAGE RATE and TENTATIVE BUDGET

1. 5:01 PM CALL TO ORDER
2. Hearing Script
3. Millage Resolution
4. Budget Resolution

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

5. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
6. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
7. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

8. CONSENT AGENDA

- a. Vouchers
- b. Special Exception Ordinance-Request to advertise

Attachments:

- **Agenda Item** (Agenda_Item_-_Special_Exception_Ordinance_Advertising.doc)
- **Proposed Ordinance** (Special_Exception_Ordinance_8.25.23_1_.docx)

c. Solar Ordinance-Request to Advertise

Attachments:

- **Agenda Item** (Agenda_Item_-_Solar_Ordinance_Advertising_v.2_8.23.23.doc)
- **Edits to Ordinance** (Solar_Draft_Ordinance_Public_Hearings_8.22.23_blackline_to_5.11.23_1_.docx)
- **Proposed Ordinance** (Solar_Draft_Ordinance_Public_Hearings_8.22.23_1_.docx)

9. GENERAL BUSINESS

- a. Hurricane Idalia Update
- b. Ratification of Emergency Declaration

Attachments:

- **LSE #1** (LSE8_28-08282023052950__002_.pdf)
- **LSE #2** (Idalia_LSE-2.pdf)

c. Natural Shrimp

Attachments:

- **Agenda Item** (Agenda_Item_-_NaturalShrimp.doc)
- **Proposed Agreement** (Letter_of_Agreemen_JCBoCC_and_Natrual_Shrimp_02_03_22.pdf)

d. Hazard Mitigation Grant-FEMA Agreement**Attachments:**

- **Agenda Item** (Agenda_Item_-_HMGP_Boston_Highway_Phase_I.doc)
- **Agreement** (4486-123-R_Jefferson_County_-_For_Sub-Recipient_Signature__04-27-23.pdf)

e. Request for Renaming of Doke Road**Attachments:**

- **Application** (DOC090523-09052023140239.pdf)
- **Resolution** (Doke_Road_Renaming.docx)

f. SCOP-Ashville Highway**Attachments:**

- **Resolution** (SCOP_RESOLUTION.docx)

g. Forensic Audit Next Steps

10. CLERK OF COURTS
11. COUNTY ENGINEER
12. COUNTY ATTORNEY
13. COUNTY MANAGER
14. COUNTY COMMISSIONERS
15. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable

requests.

Again, thanks for your interest. We're glad you're here!

NOTE: *Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on
09/05/2023 at 5:03 PM

Planning Commission of County Commissioners

Agenda Request

Date of Meeting: September 7, 2023

Date Submitted: August 25, 2023

To: Honorable Chairman and Members of the Board of County Commissioners

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney
Evan Rosenthal, Assistant County Attorney

Subject: Request Board Approval to Schedule and Advertise Public Hearings for Proposed Special Exception Ordinance

Statement of Issue:

This agenda item requests Board approval to schedule and advertise the required public hearings to consider adoption of an ordinance making revisions to the County's regulations concerning permitted, prohibited, and used permitted upon special exception approval within the County Land Development Code. The ordinance will require three public hearings, one before the Planning Commission (which occurred on August 24), and two before the Board of County Commissioners, due to the fact that the ordinance proposes changes to the list of permitted, prohibited, and conditional uses within land use categories.

Background:

In August 2022, the Board adopted Ordinance No. 2022-08042022-01, which imposed a moratorium on the County's acceptance of applications for, the processing of, and the issuance of Special Exception approvals in order to review, study, hold public hearings, prepare, and consider proposed revisions to the LDC related to Special Exceptions in order to ensure that Special Exceptions are properly regulated within the County in a manner which furthers the compatibility of land uses and sound land use planning principles. The primary task was to identify suitable uses that would be allowable upon special exception approval by the Board within each land use district. Such moratorium was later extended for three months by the Board in August 2023 pursuant to Ordinance No. 2023-05, and is slated to expire on October 7, 2023. As a result, it is critical that the contemplated changes to the County's regulations concerning special exceptions are adopted prior to October 7, 2023.

Analysis:

The ordinance makes the following changes to the County's Land Development Code:

- (1) Adopts definitions for Commercial Recreation, Hunting Lodges and Hunting Clubs, Neighborhood Commercial Uses, Outdoor Recreation, Primitive Campground, and Wastewater Package Plant.

- (2) Distinguishes between Outdoor Recreation uses (which are noncommercial in nature) and Commercial Recreation uses (which are commercial in nature and require special exception approval in land use districts where permitted). Removes passive/active outdoor recreation distinction.
- (3) Makes changes to principal uses within various land use districts to ensure consistency with County's Comprehensive Plan.
- (4) Revises Section 9.15 of the LDC, related to special exceptions, to remove the ability of the Planning Director to determine uses that require special exception approval.
- (5) Provides that all new wastewater Utility Plants, including wastewater package plants of any size, located within the County shall comply with the following effluent standards: Total Nitrogen Concentration Limits for Rapid Infiltration Basins (RIBs) and Absorption Fields – 3 mg/L. Total Nitrogen Concentration Limits for All Other Land Disposal Methods – 3 mg/L.
- (6) Identifies specific uses allowable upon special exception approval of the Board within each land use district as follows:

a. AG-20

- Commercial Recreation.
- Livestock auction facilities.
- Marinas for three or more boats.
- Junkyards, salvage yards, and/or recycling collection centers.
- Permanent roadside produce stand located on an Arterial or Collector Road.
- Retail greenhouse or nursery located on an Arterial or Collector Road.
- Commercial Cemetery.
- Primitive Campgrounds.
- Slaughterhouses of 1000 sf or greater located on a minimum of 20 contiguous acres or more subject to Section 10. .
- Mining subject to Article 5.
- Animal Kennels and veterinary services.
- Utility Plants.

b. AG-5

- Commercial Recreation.
- Livestock Auction Facilities,
- Marinas for three or more boats
- Junkyards, Salvage yards, and/or recycling collection centers,
- Permanent roadside produce stand located on an Arterial or Collector Road.
- Retail greenhouse or nursery located on an Arterial or Collector Road.
- Commercial Cemetery
- Primitive Campgrounds on a minimum of 20 contiguous acres or more.
- Retreat or spa on a minimum of 50 contiguous acres or more.

- Slaughterhouses of 1000 sf or greater on a minimum of 20 contiguous acres or more.
 - Utility Plants.
- c. AG-3
- Livestock auction facilities,
 - Marinas for three or more boats.
 - Permanent roadside produce stand located on an Arterial or Collector Road.
 - Retail greenhouse or nursery located on an Arterial or Collector Road.
- d. Residential 1 & Residential 2
- Neighborhood Commercial in an existing platted neighborhood or residential area.
- e. Industrial
- Utility Plants
- f. Mixed Use – Suburban/Residential
- Light industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to thirty thousand (30,000) square feet gross floor area and activities such as small-scale assembly/handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
 - Non-commercial (Private) Sawmills subject to Section 2.1.11.B.
- g. Mixed Use Business
- Industrial uses on properties along Arterial roads or at intersections of Major Collectors, limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
 - Any Principal Use exceeding 500,000 square feet (11.48 acres) total impervious surface ratio.
 - Any Principal Use which has storage capacity for more than 50,000 gallons of liquid product(s).
 - Utility Plants.

h. Interchange Business

- Multi-family residential where public or community water and sewer services are available.
- Utility Plants.

Additionally, the following utility and transportation-related uses are permitted in all land use district subject to special exception approval:

- Linear Transmission Facilities and Linear Transmission Facility corridors, rights-of-way, easements and other activities for the purpose of construction, operation and maintenance of facilities such as natural gas pipelines, petroleum pipelines and electric lines used for the cross-country transmission of product over a linear distance;
- Maintenance facilities and storage yards, greater than one (1) acre, for schools, government agencies and, electric, telephone and cable companies;
- LP storage and/or distribution facility in excess of 1000 gallons;
- Airports and airfields;
- Hazardous waste collection and handling facilities and recycling facilities; and
- Railroad Rights-of-way.
- Electric power plants.

The Planning Commission considered the Ordinance at a meeting on August 24 and voted to recommend approval, subject to several recommended changes that have been incorporated into the Ordinance, including making animal kennels a permitted (rather than special exception) use in AG-20, making animal kennels and veterinary services a special exception use in AG-5, and allowing pig stys, chicken coops, live stock pens, dog kennels, and slaughterhouses on AG-3 parcels of at least 5 acres in size.

The Planning Commission also recommended making changes to the LDC to allow for borrow pits for the purpose of personal or on-site use to be allowed on any property within the County. This recommendation has not been incorporated in the Ordinance.

Options:

1. Approve Scheduling Public Hearings to Consider Adoption of an Ordinance Revising Special Exception Regulations
2. Do Not Approve Scheduling Public Hearings to Consider Adoption of an Ordinance Revising Special Exception Regulations
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Draft Special Exception Ordinance

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATED TO PERMITTED USES, PROHIBITED USES, AND USES PERMITTED BY SPECIAL EXCEPTION IN THE COUNTY'S LAND USE DISTRICTS; AMENDING SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO DEFINITIONS; AMENDING SECTION 2.1.3 OF THE LAND DEVELOPMENT CODE RELATED TO OUTDOOR RECREATIONAL USES; AMENDING SECTION 2.1.7 OF THE LAND DEVELOPMENT CODE RELATED TO LOCAL PUBLIC SERVICE ACTIVITIES; AMENDING SECTION 2.2.0 OF THE LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN EACH LAND USE DISTRICT; REVISING THE PRINCIPAL USES AND USES ALLOWED BY SPECIAL EXCEPTION WITHIN VARIOUS LAND USE DISTRICTS; AMENDING SECTION 2.9.0 OF THE LAND DEVELOPMENT CODE RELATED TO TRANSPORTATION AND UTILITIES; PROVIDING ADDITIONAL REGULATIONS RELATING TO EFFLUENT STANDARDS APPLICABLE TO WASTEWATER UTILITY PLANTS; AMENDING SECTION 5.3.4 OF THE LAND DEVELOPMENT CODE RELATED TO BUFFERING AND LANDSCAPE BUFFERS; AMENDING SECTION 9.15.0 OF THE LAND DEVELOPMENT CODE PERTAINING TO SPECIAL EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Jefferson County Board of County Commissioners ("Board") to regulate the use and development of land within the County to promote, protect, and improve the public health, safety, and welfare of Jefferson County's residents, while maximizing economic benefits and minimizing threats to the environment and natural and man-made resources; and

WHEREAS, to encourage the most appropriate use of land, discourage incompatible uses of adjacent properties, preserve and protect the environment, natural resources and beauty of Jefferson County, and to help accomplish the goals and objectives of the County comprehensive plan, the Board finds it necessary to revise and update the principal uses and uses allowed by special exception within the County's land use districts; and

WHEREAS, pursuant to Chapter 403, Florida Statutes, the State has authorized the creation of Basin Management Action Plans ("BMAP"), which set forth strategies designed to achieve pollutant reductions established by a total maximum daily load (TMDL) to improve damaged waterways; and

WHEREAS, the vast majority of the County is located within the Wacissa River and Wacissa Spring Group Basin Management Action Plan (“Wacissa BMAP”) or the Wakulla Springs Basin Management Action Plan (“Wakulla Springs BMAP”); and

WHEREAS, the springs, rivers, lakes, and other surface water and ground water resources located within Jefferson County are of vital importance to the County; and

WHEREAS, to protect the public health, safety, and welfare and in furtherance of the goals and objectives set forth of in the Wacissa BMAP and the Wakulla Springs BMAP, the Board wishes to adopt effluent standards applicable to wastewater treatment facilities.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Board of County Commissioners as follows:

SECTION 1. AMENDMENT OF SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 1.3.0 of the Jefferson County Land Development Code, entitled “Definitions Used Throughout This Code,” is hereby amended as follows:

All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of County Commissioners (the Board) may be fully carried out. The words, terms, and phrases, used throughout this Code shall be interpreted so as to give them the meaning they have in common usage and to give this Code it’s most reasonable application. The definitions and meanings ascribed to them are outlined below and are to be used in this Code, except where the context clearly indicates a different meaning. Unless otherwise specifically provided herein, terms shall have the meanings prescribed by the statutes of the State of Florida for such terms.

* * *

Animal Kennel: Any place where six or more dogs, cats, or combination thereof, are kept or maintained for breeding, boarding, grooming, training, sale, or other commercial purposes.

* * *

Commercial Recreation: The use of land for recreational services, facilities, entertainment, exhibitions, competitions, special events or other attractions offered to the public for a fee, entry fee, or admission charge. This includes, but shall not be limited to, racetracks of any kind, off-road vehicular trail facilities, mudbogging and motocross/dirt bike facilities, golf courses and driving ranges, shooting and firing ranges, sports arenas/stadiums, swimming pools, any Outdoor Recreation use that is offered to the public for a fee, entry fee, or admission charge, and other similar uses that have the potential to generate high volumes of traffic and/or create noise, dust, odor or lighting that is detectable beyond the property line. This use does not include any form of camping or overnight stays.

* * *

Hunting Lodges and Hunting Clubs: Structure used to accommodate and provide lodging for persons engaged in the lawful pursuit of trapping, shooting, fishing, capturing, or collection of wildlife, but not including any form of camping.

* * *

Livestock: Includes include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

* * *

Neighborhood Commercial Uses: Commercial uses which serve residential districts as a matter of convenience and are located in proximity to the residential neighborhoods which they serve. Neighborhood Commercial Uses do not attract significant traffic from outside the neighborhood the use serves and must be located on either an Arterial or Collector road.

* * *

Outdoor Recreation: Has the meaning described in Section 2.1.3 hereof.

* * *

Primitive Campground: Land used for overnight stays by temporary guests using equipment, such as tents or self-contained campers, that is removed at the end of the guest's stay and characterized by lack of permanent electrical, sanitary wastewater, and plumbing facilities available at individual campsites. Primitive Campgrounds may include communal restroom facilities (with connection to central sewer or an on-site septic system) but may not include a recreational vehicle dumping station.

* * *

Utility Plant: a water production or wastewater treatment facility, including Wastewater Package Plants.

* * *

Wastewater Package Plant: a prefabricated factory-assembled wastewater treatment unit or units generally used to treat smaller quantities of wastewater where a central wastewater system is not available. This does not include an onsite septic tank system.

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 2. AMENDMENT OF SECTION 2.1.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.1.3 of the Jefferson County Land Development Code, entitled “Outdoor Recreational,” is hereby amended as follows:

2.1.3. OUTDOOR RECREATION~~AL~~

- A. Outdoor Recreation uses involve the noncommercial use of land for recreation afforded by natural resources such as springs, native vegetation, wildlife and open space and the scenic appeal of natural settings, requiring minimal development, except for restrooms, dressing rooms, equipment storage, maintenance buildings, open air pavilions, and similar structures and services provided in connection with the primary recreational use. This includes walking and hiking trails, picnic areas, bridle paths, equestrian facilities, archery ranges, greenways, and other similar resource-based uses. This use does not include any form of camping or overnight stays. This use also does not include any commercial use of land, such as outdoor recreational services, facilities, entertainment, exhibitions, competitions, special events or other attractions offered to the public for a fee, entry fee, or admission charge.

~~These uses include areas for outdoor recreational activities such as picnicking, jogging, cycling, arboretums, licensed airstrips, hiking, golf courses, playgrounds, ballfields, outdoor ball courts, stables, rodeo arenas, outdoor swimming pools, and water-related or water-dependent uses such as boat ramps, fishing docks and piers, hunting, recreational shooting, firing ranges, marinas, miniature golf courses, race tracks, and similar recreational or quasi-recreational activities and all similar outdoor recreational uses, whether public or private, together with ordinary amenities and service normally associated with such uses. Commercial uses of these shall require a special exception permit.~~

- B. ~~Commercial Outdoor Shooting and Firing Ranges. Development order approval shall be required for~~ Commercial recreational outdoor shooting and firing ranges shall be considered a Commercial Recreation use. A 40 acre minimum parcel size is required. Firing positions shall be separated a minimum of 300 feet from the boundary of the subject property with any adjacent parcel in separate ownership, and 1,250 feet from the nearest residence in existence at the time of initial review not located on the subject property. Perimeter security fencing shall be provided and warning signs shall be posted along the perimeter fence and at the entry gate. Range design shall follow a professionally accepted source such as “The Range Source Book 2012” published by the National Rifle Association or “Range Design Criteria” published by the U.S. Department of Energy.

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 3. AMENDMENT OF SECTION 2.1.7 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.1.7 of the Jefferson County Land Development Code, entitled “Local Public Service Activities,” is hereby amended as follows:

2.1.7. LOCAL PUBLIC SERVICE ACTIVITIES

This group of activities includes those uses which generally provide essential or important public services directly to the consumer ~~or are small-scale facilities~~, and which may have characteristics of potential nuisance to adjacent properties due to noise, light and glare, or appearance. Government offices or government agency offices specifically are not included in this group of uses. Uses include the following, and substantially similar activities, based upon similarity of characteristics:

1. Emergency service activities such as buildings, garages, parking, and/or dispatch centers for ambulances, fire, police and rescue.
2. Radio and television transmission towers 1000 feet or less in height.
3. Utility facilities, ~~such as~~ including water and wastewater pumping stations and utility linear distribution/collection facilities' ~~corridors/easements/right-of-way which contain water or wastewater lines as part of a consumer distribution or collection system, but not including~~ Utility Plants.
4. Maintenance facilities and storage yards of 1 acre or less for school, government agencies, and electric, telephone and cable companies.
5. Bus terminals.
6. Public Service linear distribution/collection facilities such as electric distribution lines and natural gas lines, telephone lines, and cable TV lines for customer distribution.
7. Electric utility substations ~~which serve only the surrounding area through distribution lines providing service directly to customers.~~

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 4. AMENDMENT OF SECTION 2.2.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.0 of the Jefferson County Land Development Code, entitled “Allowable Uses Within Each Land Use District,” is hereby amended as follows:

2.2.0. ALLOWABLE USES WITHIN EACH LAND USE DISTRICT

2.2.1. AGRICULTURAL LAND USE DISTRICTS: AG-20, AG-5, AND AG-3

The Comprehensive Plan 2025 Jefferson County, Florida, specifically makes the following statement: *“Farming is the basic intent of Agricultural land use areas. Residential use is allowed but is secondary in nature and must accept all characteristic farm activities of: noise, smells, dust, spray odors, timber clearing, etc.”* The three Agriculture land use districts generally differ in density standards for residential development, some permitted uses, and some setback standards.

2.2.1.1 AGRICULTURE 20 (AG-20)

A. **Principal Uses.** The following ~~types of~~ uses are allowed in the Agriculture 20 Land Use District:

1. Agricultural.
2. Residential, subject to the density standards in **Table 2.6.0.** and **sub-Section 2.3.1. Note:** ~~As stated in the Comprehensive Plan, “properties in this Land Use Category are used and appropriate for continued use primarily in very large scale agricultural activities. Included are the plantations and timber producing lands”. While there are provisions for clustering and conservation subdivisions for residential use, there are also instances where some smaller parcels are desired to create individual housing parcels on larger farm or plantation properties. The intention is to allow the creation of such smaller homesite parcels; however, each parcel shall count as twenty (20) acres for density purposes and shall be reflected in subdivision approval as a decrease in the total allowable developable density of the remainder of the parent tract.~~
3. Institutional, public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan; ~~excluding residential care facilities and nursing homes.~~
4. Outdoor Recreational.
5. Local Public Service Activities.
6. ~~Roadside Produce Stands, Temporary or Permanent~~ Temporary roadside produce stands associated with the agricultural activity on the property.
- 7) ~~Commercial Outdoor Firing ranges with a Business Permit/Minor Development Site plan in accordance with Section 2.1.3.2. above.~~
- 8) ~~Special Exception approval by the Board of County Commissioners shall be required for permanent commercial use as a primary activity for any of the following:~~
 - ~~— a. outdoor arenas~~
 - ~~— b. livestock auction facilities,~~
 - ~~—— c. race tracks,~~
 - ~~—— d. marinas for more than three boats,~~
 - ~~—— e. junkyards, salvage yards, and/or major recycling collection centers,~~
- 9) ~~Other commercial activities associated with agricultural and/or outdoor recreational uses including, but not limited to, wholesale or retail nurseries; taxidermy services; horseback riding facilities and stables; canoe/kayak/tubing rental facilities, kennels, and/or similar facilities utilized for commercial breeding or boarding, veterinary services, including veterinary hospitals; and similar uses may be allowed subject to a home business permit approved by the Planning Official via a Minor Development Site Plan review.~~
7. ~~10~~ Any pig sty, chicken coop, livestock pen, dog kennel, slaughterhouse, or similar structure or activity must be located at least five hundred (500) feet from any dwelling unit located on any other lot or parcel of land and at least one hundred (100) feet from any boundary of the lot or parcel on which it is located. Notwithstanding the preceding, when the size of the outbuilding and/or pen is clearly indicative that the facilities are for individual use as a pet(s) or raised as food for the homeowner family, the above structures and activities may be located within one-hundred (100) feet from any dwelling unit located on any other lot or parcel and within fifty (50) feet from any boundary of the lot or parcel on which it is located. Slaughterhouses of 1000 sf or greater also require special exception approval and are only allowed in AG 20 and AG 5 provided such uses are located on a lot or parcel of greater than 20 acres and satisfy the above applicable setbacks.

- ~~11) Public or private waste collection facilities are allowed at specific locations established by the Board of County Commissioners.~~
- ~~8). 12) Sawmills and planing mills, and other similar wood product facilities are allowed in Agriculture 20 and Agriculture 5; however, not allowable in Agriculture 3- subject to Section 2.1.11.~~
- ~~13) Mining is a use allowed as an overlay district permitted in the Agriculture 20 Land Use District only when approved by the Board of County Commissioners through Special Exception review as a major site plan to allow resource extraction as defined in Florida Statutes. The types of uses in this group include surface mining, rock quarries, strip mining, borrow pits, and any extraction activities. Buildings and businesses for the refinement, processing, packaging, and transportation of extracted materials are included in this group of uses~~
- 9. Bed and Breakfasts subject to Section 9.13.2.
- 10. Hunting lodges and hunting clubs.
- 11. Animal Kennels and veterinary services.
- 12. Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0 (Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception).

B. Special Exception Uses. The following uses may be allowed in the Agriculture 20 Land Use District subject to Special Exception approval:

- 1. Commercial Recreation.
- 2. Livestock auction facilities.
- 3. Marinas for three or more boats.
- 4. Junkyards, salvage yards, and/or recycling collection centers.
- 5. Permanent roadside produce stand located on an Arterial or Collector Road.
- 6. Retail greenhouse or nursery located on an Arterial or Collector Road.
- 7. Commercial Cemetery.
- 8. Primitive Campgrounds.
- 9. Slaughterhouses of 1000 sf or greater located on a minimum of 20 contiguous acres or more subject to Section 10.
- 10. Mining subject to Article 5.
- 11. Utility Plants.
- 12. Retreat or spa on a minimum of 50 contiguous acres or more.

2.2.1.2 AGRICULTURE 5 (AG-5)

A. Principal Uses. The following ~~types of~~ uses are allowed in the Agriculture 5 Land Use District:

- 1. Agricultural.
- 2. Residential, subject to the density standards in **Table 2.6.0.** and **sub-Section 2.3.0.** ~~While there are provisions for clustering and conservation subdivisions for residential use, there~~

~~are also instances where some smaller parcels are desired to create individual housing parcels on larger farm or plantation properties. The intention is to allow the creation of such smaller homesite parcels; however, each parcel shall count as five (5) acres for density purposes and shall be reflected in subdivision approval as a decrease in the total allowable developable density of the remainder of the parent tract.~~

- ~~3. Institutional, public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan, excluding residential care facilities and nursing homes.~~
- ~~4. Outdoor Recreational.~~
- ~~5. Local Public Service Activities.~~
- ~~6. Temporary roadside produce stands associated with the agricultural activity on the property.~~
- ~~6) Roadside Produce Stands, Temporary or Permanent.~~
- ~~7) Commercial Outdoor Firing ranges with a Business Permit/Minor Development Site plan in accordance with Section 2.1.3.2. above.~~
- ~~8) Special Exception approval by the Board of County Commissioners shall be required for permanent commercial use as a primary activity for any of the following:~~
 - ~~a. outdoor arenas~~
 - ~~b. livestock auction facilities,~~
 - ~~c. race tracks,~~
 - ~~d. marinas for more than three boats,~~
 - ~~e. junkyards, salvage yards, and/or major recycling collection centers,~~
- ~~9) Other commercial activities associated with agricultural and/or outdoor recreational uses including, but not limited to, wholesale or retail nurseries; taxidermy services; horseback riding facilities and stables; canoe/kayak/tubing rental facilities, kennels, and/or similar facilities utilized for commercial breeding or boarding, veterinary services, including veterinary hospitals; and similar uses may be allowed subject to a home business permit approved by the Planning Official via a Minor Development Site Plan review.~~
- ~~7. 10. Any pig sty, chicken coop, livestock pen, dog kennel, slaughterhouse, or similar structure or activity must be located at least five hundred (500) feet from any dwelling unit located on any other lot or parcel of land and at least one hundred (100) feet from any boundary of the lot or parcel on which it is located. Notwithstanding the preceding, when the size of the outbuilding and/or pen is clearly indicative that the facilities are for individual use as a pet(s) or raised as food for the homeowner family, the above structures and activities may be located within one-hundred (100) feet from any dwelling unit located on any other lot or parcel and within fifty (50) feet from any boundary of the lot or parcel on which it is located. Slaughterhouses of 1000 sf or greater also require special exception approval and are only allowed in AG 20 and AG 5 provided such uses are located on a lot or parcel of greater than 20 acres and satisfy the above applicable setbacks.~~
- ~~11) Public or private waste collection facilities are allowed at specific locations established by the Board of County Commissioners.~~
- ~~8. 12) Sawmills and planing mills, and other similar wood product facilities are allowed in Agriculture 20 and Agriculture 5; however, not allowable in Agriculture 3 subject to Section 2.1.11.~~
- ~~9. Bed and Breakfasts subject to Section 9.13.2.~~
- ~~10. Hunting lodges and hunting clubs.~~

11. Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0 (Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception).

B. Special Exception Uses. The following uses may be allowed in the Agriculture 5 Land Use District subject to Special Exception approval:

- 1) Commercial Recreation.
- 2) Livestock Auction Facilities.
- 3) Marinas for three or more boats
- 4) Junkyards, Salvage yards, and/or recycling collection centers.
- 5) Permanent roadside produce stand located on an Arterial or Collector Road.
- 6) Retail greenhouse or nursery located on an Arterial or Collector Road.
- 7) Commercial Cemetery
- 8) Primitive Campgrounds on a minimum of 20 contiguous acres or more.
- 9) Retreat or spa on a minimum of 50 contiguous acres or more.
- 10) Slaughterhouses of 1000 sf or greater on a minimum of 20 contiguous acres or more.
- 11) Utility Plants.
- 12) Animal Kennels and veterinary services.

2.2.1.3 AGRICULTURE 3 (AG-3)

A. Principal Uses. The following types of uses are allowed in the Agriculture 3 Land Use District:

1. Agricultural, but not including livestock related uses.
2. Residential, subject to the density standards in Table 2.6.0. and sub-Section 2.3.0. While there are provisions for clustering and conservation subdivisions for residential use, there are also instances where some smaller parcels are desired to create individual housing parcels on larger farm or plantation properties. The intention is to allow the creation of such smaller homesite parcels; however, each parcel shall count as three (3) acres for density purposes and shall be reflected in subdivision approval as a decrease in the total allowable developable density of the remainder of the parent tract.
3. Institutional, public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan, excluding residential care facilities and nursing homes.
4. Outdoor Recreational.
5. Local Public Service Activities.
6. Temporary roadside produce stands; associated with agricultural activity on the property Temporary or Permanent.
7. Other commercial activities associated with agricultural and/or outdoor recreational uses including, but not limited to, wholesale or retail nurseries; taxidermy services; horseback riding facilities and stables; canoe/kayak/tubing rental facilities, kennels, and/or similar facilities utilized for commercial breeding or boarding, veterinary services, including veterinary hospitals; and similar uses may be allowed subject to a home business permit approved by the Planning Official via a Minor Development Site Plan review.

8. If located on a parcel of at least five acres or contiguous parcels consisting of at least five acres in total, Any a pig sty, chicken coop, livestock pen, dog kennel, slaughterhouse, or similar structure or activity, provided such is must be located at least five hundred (500) feet from any dwelling unit located on any other lot or parcel of land and at least one hundred (100) feet from any boundary of the lot or parcel on which it is located. Notwithstanding the preceding, when the size of the outbuilding and/or pen is clearly indicative that the facilities are for individual use as a pet(s) or raised as food for the homeowner family, the above structures and activities may be located within one-hundred (100) feet from any dwelling unit located on any other lot or parcel and within fifty (50) feet from any boundary of the lot or parcel on which it is located. Slaughterhouses of 1000 sf or greater also require special exception approval and are only allowed in AG 20 and AG 5 provided such uses are located on a lot or parcel of greater than 20 acres and satisfy the above applicable setbacks.
- ~~9. Public or private waste collection facilities are allowed at specific locations established by the Board of County Commissioners.~~
7. Bed and Breakfasts subject to Section 9.13.2.
8. Hunting lodges and hunting clubs.
9. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.

B. Special Exception Uses. The following uses may be allowed in the Agriculture 3 Land Use District subject to Special Exception approval:

1. Livestock auction facilities,
2. Marinas for three or more boats.
3. Permanent roadside produce stand located on an Arterial or Collector Road.
4. Retail greenhouse or nursery located on an Arterial or Collector Road.
5. Veterinary services

* * *

2.2.3. Residential 1 & Residential 2

A. Principal Uses. The following ~~types of~~ uses are allowed in the Residential 1 ~~I~~ and Residential 2 ~~H~~ Land Use Districts:

1. Residential, subject to the density standards in Table 2.6.0. and sub-Section 2.3.0.
2. ~~Outdoor Recreational, including licensed airstrips as an accessory use~~ Outdoor Recreation.
3. Local Public Service Activities., ~~provided that all above-ground electric power lines are located on single pole structures~~
4. As part of ~~In~~ new residential developments, Neighborhood Commercial designated as commercial activities designed by size and function to serve and compliment the immediate surrounding residential area within a one mile radius is allowed. Such commercial shall be limited to five percent (5%) of the overall development area and

located ~~a minimum of~~ 2 or more miles from another commercial property. Intensity of development shall not exceed 65% impervious lot ratio.

5. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
6. Houses of worship.
7. Public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan.
8. Day care facilities (young or old).
9. Nursing homes.

B. Special Exception Uses. The following uses may be allowed in the Residential 1 and 2 Land Use Districts subject to Special Exception approval:

1. Neighborhood Commercial in an existing platted neighborhood or residential area.

* * *

2.2.5. INDUSTRIAL

A. Principal Uses. The following ~~types of~~ uses are allowed in the Industrial Land Use District. Specifically prohibited are hazardous waste and medical waste disposal facilities.

1. General industrial uses, particularly industrial uses listed by the North American Industry Classification System (NAICS) in Division D: Manufacturing, of the U.S. Department of Labor Occupational Safety & Health Administration (OSHA) meeting any of the following criteria:
 - a. Uses requiring any special permits from Federal, State, or Regional agencies, such as any Special Environmental or Air Quality Permits, but not including standard Stormwater Management Permits normally associated with all types of developments.
 - b. Those industrial activities involving large-scale manufacturing equipment.
 - c. Those industrial activities including high volume distribution/collection facilities.
2. Local Public Service Activities.
3. Commercial Recycling Centers.
4. Sawmills and planing mills, and other similar wood product facilities (see Section 2.1.11 above), including wood treatment facilities not allowed in other Land Use Districts, are allowed in an Industrial District with no limitation on hours of operation. Minimum site size in an Industrial District may be reduced to 10 acres, with the provision that no building used for these activities shall be located within 300 feet of any side or rear lot line that is adjacent to any other Land Use District not Industrial or 100 feet of another parcel within the same Industrial District.
5. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0 (Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception).
6. Self Storage Warehouse.

7. Houses of worship.

B. Special Exception Uses. The following uses may be allowed in the Industrial Land Use District subject to Special Exception approval:

1) Utility Plants.

2.2.6. MIXED USE - SUBURBAN/RESIDENTIAL

A. Principal Uses. The following ~~types of~~ uses are allowed in the Mixed Use - Suburban/Residential Land Use District.

1. Residential.
2. Institutional, public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan.
3. ~~Outdoor Recreational~~ Professional Service and Office.
4. General Commercial.
5. Local Public Service Activities
6. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
- ~~7. Light industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to thirty thousand (30,000) square feet gross floor area and activities such as small-scale assembly/handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.~~
- ~~8. Non-commercial (Private) Sawmills (see Section 2.1.11.B. above)~~

B. Special Exception Uses. The following uses may be allowed in the Mixed Use – Suburban/Residential Land Use District subject to Special Exception approval:

1. Light industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to thirty thousand (30,000) square feet gross floor area and activities such as small-scale assembly/handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
2. Non-commercial (Private) Sawmills subject to Section 2.1.11.B.

2.2.7. MIXED USE - BUSINESS/RESIDENTIAL

A. Principal Uses. The following ~~types of~~ uses are allowed in the Mixed Use - Business/Residential Land Use District:

1. Residential.

2. Institutional, public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan.
3. ~~Outdoor Recreational.~~
3. Professional Service and Office.
4. General Commercial..
5. High Intensity Commercial.
6. Local Public Service Activities.
7. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
8. ~~Industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.~~
9. ~~The following uses are allowed by Special Exception approval from the Board of County Commissioners:~~
 - a. ~~uses exceeding 500,000 square feet (11.48 acres) total impervious surface ratio;~~
 - b. ~~uses which have storage capacity for more than 50,000 gallons of liquid product(s).~~
10. ~~Non-commercial (Private) Sawmills (see Section 2.1.11.B. above)~~

B. Special Exception Uses. The following uses may be allowed in the Mixed Use - Business/Residential Land Use District subject to Special Exception approval:

1. Industrial uses on properties along Arterial roads or at intersections of Major Collectors, limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
2. Any Principal Use exceeding 500,000 square feet (11.48 acres) total impervious surface.
3. Any Principal Use which has storage capacity for more than 50,000 gallons of liquid product(s).
4. Utility Plants.

2.2.8. Interchange Business

A. Principal Uses. The following ~~types of~~ uses are allowed in the Interchange Business Land Use District:

1. Institutional, but excluding public and private schools.
2. Professional Service and Office.
3. General Commercial.
4. High Intensity Commercial.
5. Local Public Service Activities

6. Industrial (Note: Outside storage areas and loading docks, particularly for distribution centers, shall be visually screened from roads and adjacent residences.)
7. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.

B. Special Exception Uses. The following uses may be allowed in the Interchange Business Land Use District subject to Special Exception approval:

1. Multi-family residential where public or community water and sewer services are available.
2. Utility Plants.

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 5. AMENDMENT OF SECTION 2.9.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.9.0 of the Jefferson County Land Development Code, entitled “Transportation/Utilities,” is hereby amended as follows:

2.9.0 Transportation/Utilities

2.9.1. GENERALLY.

These standards are for those public or private transportation or utility facilities ~~allowed in all Land Use categories~~ which may have characteristics with potential nuisance levels to adjacent property due to noise, light, glare, appearance, or safety concerns which require additional standards.

2.9.2. ~~PERMISSIBLE AND PROHIBITED~~ USES SUBJECT TO SPECIAL EXCEPTION APPROVAL.

A. In addition to the uses permitted in the underlying Land Use Districts, the following uses shall be permitted in all Land Use Districts and substantially similar activities, based upon similarity of characteristics are allowed, subject to ~~approval as a~~ Special Exception approval. ~~Uses not named or not found to be substantially similar are prohibited.~~

~~A.~~ Utility facility sites, such as water plants with treatment beyond disinfection and storage above 100,000 25,000 gallons, Type I & II (Chap. 17 600.200 F.A.R), wastewater treatment plants, all electric substations, and petroleum tank farms in excess of 500,000 gallons;

~~B.~~ 1. Linear Transmission Facilities and Linear Transmission Facility corridors, rights-of-way, easements and other activities for the purpose of construction, operation and maintenance of facilities such as natural gas pipelines, petroleum pipelines and electric lines used for the cross-country transmission of product over a linear distance;

~~C.~~ 2. Maintenance facilities and storage yards, greater than one (1) acre, for schools, government agencies and, electric, telephone and cable companies;

~~D.~~ 3. LP storage and/or distribution facility in excess of 1000 gallons;

~~E.~~ 4. Airports and airfields;

~~F.~~ 5. Hazardous waste collection and handling facilities and recycling facilities; and

~~G.~~ 6. Railroad Rights-of-way.

- 7. Electric power plants.
- ~~H. Solar Photovoltaic facilities~~

2.9.3. ADDITIONAL REGULATIONS.

In addition to the appropriate development design criteria and standards of Chapter 5, the following standards will apply to Transportation/Utility facilities:

* * *

E. All new wastewater Utility Plants located within the County shall comply with the following effluent standards:

1. Total Nitrogen Concentration Limits for Rapid Infiltration Basins (RIBs) and Absorption Fields – 3 mg/L.

2. Total Nitrogen Concentration Limits for All Other Land Disposal Methods – 3 mg/L.

* * *

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 6. AMENDMENT OF SECTION 5.3.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 5.3.4 of the Jefferson County Land Development Code, entitled “Buffering and Landscape Buffers,” is hereby amended as follows:

5.3.4. BUFFERING AND LANDSCAPE BUFFERS

A. Purpose and Intent.

This Section requires buffers comprised of landscaping, while also allowing some forms of fencing, to be provided and maintained for various reasons such as, but not limited to:

1. when certain land uses are adjacent to or directly across from others that may have incompatible elements of the development; and/or
2. to protect some uses from the traffic, noise, glare, trash, vibration and odor likely to be associated with a more intensive land use; and/or
3. to enhance the conservation of the values of existing adjacent land and buildings; and/or
4. to provide adequate light and air.

Widths and required plantings within landscape buffers vary depending upon the relative intensities of the abutting or adjacent uses. Buffer requirements are intended to be flexible to allow the developer to satisfy the intent of the landscape buffer requirement.

B. How to Determine Landscape Buffer Requirements.

Depending on whether sound buffering or visual screening is required, landscape buffers should be located at the perimeter of the site for any given use. Landscape buffers shall not be located in any portion of a public or private right-of-way. The following procedure shall be followed to determine the type of landscape buffer required:

1. Identify the land use district of the proposed use and the land use district and existing use of the adjacent or adjoining properties and rate the actual uses as high, medium, or low impact types of uses. (see **Table 5.2.4.A.** below)

***Note:** Single-family residential and Agriculture/Silviculture uses are exempt from providing buffers; however, they are listed herein to determine requirements on adjacent non-residential or multi-family development parcels if new uses are constructed.*

Uses. For the purposes of determining landscaped buffer requirements, nonresidential land uses are classified as high, medium, or low impact uses as follows in **Table 5.3.4.A.:**

TABLE 5.3.4.A. - TYPES OF USE BY IMPACT		
High Impact Uses.	Medium Impact Uses.	Low Impact Uses.
Strong effect on adjacent uses.	Moderate effect on adjacent uses.	Limited effect on adjacent uses.
Industrial; Mining; Water or Wastewater Treatment Plants; Electric Utility substations; <u>Large Scale Solar Facility</u>	General Commercial; Feedlots; “Active” <u>Commercial Outdoor</u> Recreation Uses; Agriculture & Silviculture	Institutional; “Passive” Outdoor Recreation Uses; Professional Service/Office

~~Note: “Active” Outdoor Recreational Uses/Facilities can be characterized as those types of uses/activities involving motorized vehicles and/or equipment or activities drawing relatively large numbers of participants and/or spectators and are generally activities requiring Special Exception approval. “Passive” Outdoor Recreational Uses/Facilities can be characterized as uses or activities generally unnoticeable by adjacent property owners due to public participation being mostly low numbers of small groups of people generating little traffic or noise.~~

* * *

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 7. AMENDMENT OF SECTION 9.15.0, 9.15.1, AND 9.15.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 9.15.0 – 9.15.2 (inclusive) of the Jefferson County Land Development Code, entitled “Special Exceptions,” is hereby amended as follows:

9.15.0. SPECIAL EXCEPTIONS

~~During a pre-application conference, the Planning Official may make a determination to require Special Exception review for a use meeting criteria defined in Article 1 of this Code. The application for Special Exception shall be submitted concurrently with a development plan (whether major or minor) and shall include all standard submittal requirements, additionally addressing the Performance Standards listed below:~~

9.15.1 DESIGNATION OF SPECIAL EXCEPTIONS ~~For purposes of these review procedures, all special exceptions shall be designated by the Planning Official. The Planning Official's determination shall be supported by written findings. The specific uses allowable upon special exception approval within each land use district are identified in Section 2.2.0 of this Code.~~

9.15.2. PRE-APPLICATION CONFERENCE ~~The Planning Official determines that an application for a development should be reviewed as a Special Exception as part of the initial discussion during the normal pre-application process. Prior to submittal of an application for special exception approval, the owner(s) or designated representative involved in the preparation of the application shall meet with the Planning Official and/or staff to discuss the proposed use and the application review and approval process. Applicants are also encouraged to meet with neighboring property owners as early as possible in the process to discuss pertinent issues that may affect the project. No person may rely upon any comment concerning a proposed special exception, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.~~

* * *

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 8. CODIFICATION.

It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Land Development Code, and that the sections of this Ordinance may be renumbered to accomplish such intent.

SECTION 9. SEVERABILITY.

Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 10. CONFLICT.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of

conflict, hereby repealed.

SECTION 11. EFFECTIVE DATE.

A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall take effect as provided by law.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chairman

ATTESTED BY:

Kirk Reams, Clerk of Court

APPROVED AS TO FORM:

Heather Encinosa, County Attorney

Planning Commission of County Commissioners

Agenda Request

Date of Meeting: September 7, 2023

Date Submitted: August 25, 2023

To: Honorable Chairman and Members of the Board of County Commissioners

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney
Evan Rosenthal, Assistant County Attorney

Subject: Request Board Approval to Schedule and Advertise Public Hearings for Proposed Solar Facilities Ordinance

Statement of Issue:

This agenda item requests Board approval to schedule and advertise the required public hearings to consider adoption of an ordinance making revisions to the County's regulations concerning solar facilities. The ordinance will require three public hearings, one before the Planning Commission, and two before the Board of County Commissioners, due to the fact that the ordinance proposes changes to the list of permitted and prohibited uses within land use categories.

Background:

In 2021, the Florida Legislature adopted Section 163.3205, Florida Statutes, which provides as follows:

§ 163.3205. Solar facility approval process. —

(1) It is the intent of the Legislature to encourage renewable solar electrical generation throughout this state. It is essential that solar facilities and associated electric infrastructure be constructed and maintained in various locations throughout this state in order to ensure the availability of renewable energy production, which is critical to this state's energy and economic future.

(2) As used in this section, the term "solar facility" means a production facility for electric power which:

(a) Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.

(b) Consists principally of photovoltaic modules, a mounting or racking system, power inverters, transformers, collection systems, battery systems, fire suppression equipment, and associated components.

(c) May include accessory administration or maintenance buildings, electric transmission lines, substations, energy storage equipment, and related accessory uses and structures.

(3) A solar facility shall be a permitted use in all agricultural land use categories in a local government comprehensive plan and all agricultural zoning districts within an unincorporated area and must comply with the setback and landscaped buffer area criteria for other similar uses in the agricultural district.

(4) A county may adopt an ordinance specifying buffer and landscaping requirements for solar facilities. Such requirements may not exceed the requirements for similar uses involving the construction of other facilities that are permitted uses in agricultural land use categories and zoning districts.

(5) This section does not apply to any site that was the subject of an application to construct a solar facility submitted to a local governmental entity before July 1, 2021.

The requirements of this statute necessitate certain revisions to the County's existing solar ordinance to comply with the applicable land use district requirements, and the buffer and set back mandates.

In considering the proposed ordinance, the Board should also be cognizant of Section 57.112, Florida Statutes, which provides that in the event a lawsuit is filed against a local government to challenge adoption or enforcement of a local ordinance on the grounds that it is expressly preempted by state law, the court must award attorney's fees to the prevailing party.

Analysis:

The ordinance makes the following changes to the County's current solar ordinance:

- (1) Moving solar definitions to the general LDC definition section, revising definitions to be consistent with new state law, adding definitions for decommissioning, Roof Mounted Solar, Stormwater Management System, and modifying the small scale definition to be limited to an acre, as opposed to five acres.
- (2) In accordance with Section 163.3205, FS, Solar Facilities are made allowable uses in AG-20, AG-5, and AG-3. Only Small Scale Solar Facilities are allowed in Residential 1 & 2, Prison, Industrial (formerly allowed large and small scale solar facilities), Mixed Use, and Interchange Business. No Solar Facilities are allowed in conservation. There is no special exception required for Large or Small Scale Solar Facilities.
- (3) Added requirements to Small Scale Solar Facilities LDC Section 2.11.3 to require the same obligations with regard to damaged panels as with Large Scale Solar Facilities in the existing ordinance, and added minimal decommissioning requirements for abandoned Small Scale Solar Facilities.
- (4) Modified the Large Scale Solar Facilities LDC Section 2.11.4 to provide that these facilities are most similar to electric substations for purposes of Section 163.3205, F.S., removed the cap on total acreage allowed in the county for solar facilities to comply with Section 163.3205, FS., provided that Large Scale Solar Facilities have to comply with setback requirements for electric utility substations in LDC Section 5.10.1 (100 feet), provided that

Large Scale Solar Facilities must comply with buffering requirements as a High Impact Use pursuant to LDC Section 5.3.4., modified the decommissioning requirements to clarify and remove the salvage value credit, and require engineer's estimated cost of decommissioning to be updated a minimum of once every five years in order to account for potential inflation.

- (5) Amended LDC Section 5.10.1 regarding setbacks for electric substations to clarify that setbacks in land use districts with residential are 100 feet from the property line and that setbacks in land use districts with no residential are as set forth in Section 5.1.3 for nonresidential. These are intended to comply with state law requirements for electric substations. Currently electric substation setbacks in the LDC are deferred to state or federal law. In accordance with Section 163.3208, Florida Statutes, in nonresidential areas the setbacks for electric substations must be consistent with similar uses and in residential areas the setbacks for electric substations can be a maximum of 100 feet.
- (6) Repealed 2.11.2 of the LDC (old solar only definitions section).
- (7) Directed terminology revisions in the codification section to match new definitions, which are based on state law.
- (8) Added requirement that large scale solar facilities provide an all weather access road sufficient to provide access to all areas of the property by fire and emergency rescue vehicles and equipment.

Changes from April 2023 Version of Ordinance

Following several workshops related to the solar ordinance before both the Planning Commission and Board earlier this year, County staff and the County Attorney's Office sought additional comments and input regarding the proposed ordinance from an engineering consultant under contract with the County (AE Engineering) and other interested parties, including electric utility companies.

Several changes have been made from the ordinance which was last presented to the Board in April 2023. A "redline" draft of the ordinance showing changes from the April 2023 version is attached hereto as Attachment 2 for ease of reference. The changes, which mostly relate to stormwater management requirements applicable to Large Scale Solar Facilities, are further summarized as follows:

- (1) The Stormwater Management System shall be designed such that post-development runoff shall not exceed the pre-development runoff for a 25 year storm for property located in an open basin, and for a 100 year storm for property located in a closed basin, as established by a Florida Registered Professional Engineer.
 - The April 2023 ordinance required the Stormwater Management System to be designed to accept at a minimum the first 1.25 inches from any rainfall event. Per the engineering consultant, the 25 year/100 year storm requirement is consistent with typical stormwater engineering standards for new development and will require systems to be designed to accommodate a greater amount of rainfall that occurs during larger storm events.

- (2) 25% of the total surface area of all solar panels on the property shall be considered as impervious area in the design of the stormwater management system and the calculation of the Impervious Surface Ratio for the property.
 - The April 2023 ordinance provided an 80% impervious factor. The County's engineering consultant believed that 80% is too high given that the area beneath the solar panels is mostly pervious. The engineering consultant recommended a 25% impervious factor.
- (3) Removed requirement that maximum slope of 5% or less shall be maintained on any area of the property which contains solar panels. The engineering consultant stated that this requirement is not necessary given that slope of the property will be taken into account in the design of the stormwater management system for the site.
- (4) Added requirement that applicants obtain and submit to the County geo-technical borings for all stormwater retention/detention sites.
- (5) Added requirement that the stormwater management system not have adverse offsite impacts on neighboring properties.
- (6) Allows gravel or other pervious ground covering to be used in addition to grass underneath solar panels. The engineering consultant stated that it can be difficult to grow grass underneath solar panels.
- (7) Specifies that no stormwater ponds or aboveground stormwater conveyance structures may be located within 20 feet from a solar panel. The engineering consultant pointed out that there is little to no risk in having below ground stormwater conveyance structures near solar panels.
- (8) Removed requirement that large scale solar facilities and other high impact developments install additional landscape buffers inside the boundaries of the property at successive 50 acre intervals. We are unaware of any similar requirement in other jurisdictions and one utility company pointed out that this requirement is onerous and unnecessary. Large scale solar facilities will still be considered a high impact use for buffer/landscape purposes, and be required to comply with the County's perimeter buffer and landscape requirements.
- (9) Clarified that rooftop solar systems do not require planning department review/approval, but are rather subject to building permit approval.

Options:

1. Approve Scheduling Public Hearings to Consider Adoption of Solar Facilities Ordinance
2. Do Not Approve Scheduling Public Hearings to Consider Adoption of Solar Facilities Ordinance
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Current Draft Solar Facilities Ordinance

2. Redline Draft of Solar Facilities Ordinance Showing Changes From April 2023 Draft

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY FLORIDA, RELATED TO SOLAR PHOTOVOLTAIC COLLECTOR SYSTEMS; AMENDING SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO DEFINITIONS; AMENDING SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN AGRICULTURAL LAND USE DISTRICTS; AMENDING SECTION 2.2.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES IN THE CONSERVATION LAND USE DISTRICT; AMENDING SECTION 2.2.5 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES IN THE INDUSTRIAL LAND USE DISTRICT; AMENDING SECTION 2.11.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO SMALL SCALE SOLAR FACILITIES; AMENDING SECTION 2.11.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO LARGE SCALE SOLAR FACILITIES; AMENDING SECTION 5.10.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO LINEAR DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS; REPEALING SECTION 2.11.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATING TO DEFINITIONS; AMENDING SECTION 9.4.4 OF THE LAND DEVELOPMENT CODE PERTAINING TO MAJOR MULTI-FAMILY RESIDENTIAL SITE PLANS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of Jefferson County Board of County Commissioners to make provisions for appropriate land uses, to promote, protect, and improve the public health, safety, and welfare of Jefferson County's residents, while maximizing economic benefits and minimizing threats to natural and man-made resources; and

WHEREAS, the demand for renewable energy in Florida has resulted in increasing interest on the part of property owners, energy companies, and utilities in developing solar photovoltaic collector systems to provide renewable energy from sunlight; and

WHEREAS, although the County currently has development standards for large and small solar photovoltaic collector systems, greater specificity is needed to ensure applicants are on notice of the requirements for such systems and to ensure the County's Land Development Code is in compliance with Florida law; and

WHEREAS, in Section 163.3205, Florida Statutes, the Florida Legislature mandates that solar facilities are to be a permitted use in all agricultural land use categories in a local government comprehensive plan; and

WHEREAS, Section 163.3205, Florida Statutes, further requires that solar facilities must comply with the setback and landscaped buffer area criteria for other similar uses in agricultural districts, but that such requirements may not exceed the requirements for similar uses involving the construction of other facilities that are permitted in those districts; and

WHEREAS, it is the intent of the Jefferson County Board of County Commissioners to ensure the rural character of Jefferson County is being preserved and that all development is consistent with promoting such rural character; and

WHEREAS, the Jefferson County Board of County Commissioners has determined that this Ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens; and

WHEREAS, this Ordinance is adopted pursuant to Part II of chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits, and is therefore exempt from the requirements of Section 125.66(3)(a), Florida Statutes, related to business impact estimates.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Board of County Commissioners as follows:

SECTION 1. AMENDMENT OF SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 1.3.0 of the Jefferson County Land Development Code, entitled “Definitions Used Throughout This Code,” is hereby amended as follows:

1.3.0. DEFINITIONS USED THROUGHOUT THIS CODE:

All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of County Commissioners (the Board) may be fully carried out. The words, terms, and phrases, used throughout this Code shall be interpreted so as to give them the meaning they have in common usage and to give this Code it’s most reasonable application. The definitions and meanings ascribed to them are outlined below and are to be used in this Code, except where the context clearly indicates a different meaning. Unless otherwise specifically provided herein, terms shall have the meanings prescribed by the statutes of the State of Florida for such terms.

* * *

Decommissioning - the removal of all equipment, infrastructure, and facilities used for electricity generation on a property containing a Solar Facility, except for a Roof

Mounted Solar System, and restoration of such property to its pre-development condition.

* * *

Large Scale Solar Facility - a Solar Facility not meeting the definition of Small Scale Solar Facility. For purposes of this definition, Solar Facilities proposed on multiple abutting parcels under common control shall be considered Large Scale Solar Facilities if the total area of the system on all such parcels exceeds one (1) acre in size.

* * *

Roof Mounted Solar System - a Solar Facility that is mounted or installed on the roof of a building. All Roof Mounted Solar Systems are considered Small Scale Solar Facilities regardless of size.

* * *

Small Scale Solar Facility - a Solar Facility that occupies one (1) acre or less per parcel and is used primarily to reduce or offset on-site consumption of electrical power and including all Roof Mounted Solar Systems. For purposes of this definition, Solar Facilities proposed on multiple abutting parcels under common control shall be considered Large Scale Solar Facilities if the total area of the system on all such parcels exceeds one (1) acre in size.

Solar Facility - a production facility for electric power which:

- a) Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.
- b) Consists principally of photovoltaic modules, a mounting or racking system, power inverters, transformers, collection systems, battery systems, fire suppression equipment, and associated components.
- c) May include accessory administration or maintenance buildings, electric transmission lines, substations, energy storage equipment, and related accessory uses and structures.

* * *

Stormwater Management System: A system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

[underline indicates addition; ~~striketrough~~ indicates deletion]

SECTION 2. AMENDMENT OF SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.1 of the Jefferson County Land Development Code, entitled “Agricultural Land Use Districts: AG-20, AG-5, and AG-3,” inclusive of Sections 2.2.1.1, 2.2.1.2, and 2.2.1.3, is hereby amended as follows:

2.2.1. AGRICULTURAL LAND USE DISTRICTS: AG-20, AG-5, AND AG-3

The Comprehensive Plan 2025 Jefferson County, Florida, specifically makes the following statement: *“Farming is the basic intent of Agricultural land use areas. Residential use is allowed but secondary in nature and must accept all characteristic farm activities of: noise, smells, dust, spray odors, timber clearing, etc.”* Agricultural properties can generally be defined as commercial properties since the end result of agricultural activities are to produce revenue for the owner from the produced end product of the animals raised or the crops harvested. The three Agriculture land use districts generally differ in density standards for residential development, some permitted uses, and some setback standards.

2.2.1.1 AGRICULTURE 20 (AG-20)

A. Principal Uses. The following uses are allowed in the Agriculture 20 Land Use District:

* * *

11) Solar ~~Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Solar ~~Photovoltaic Collector Systems~~ Facilities require approval as a major development ~~and special exception~~).

* * *

2.2.1.2 AGRICULTURE 5 (AG-5)

B. A. Principal Uses. The following uses are allowed in the Agriculture 5 Land Use District:

* * *

11) Solar ~~Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Solar ~~Photovoltaic Collector Systems~~ Facilities require approval as a major development ~~and special exception~~).

* * *

2.2.1.3 AGRICULTURE 3 (AG-3)

A. Principal Uses. The following uses are allowed in the Agriculture 3 Land Use District:

* * *

9) ~~Small Scale Solar Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Facilities require approval as a major development).

* * *

[underline indicates addition; ~~striketrough~~ indicates deletion]

SECTION 3. AMENDMENT OF SECTIONS 2.2.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.2 of the Jefferson County Land Development Code, entitled “Conservation,” is hereby amended as follows:

2.2.2. CONSERVATION

The following uses are allowed in the Conservation land use district.

1. Agricultural (silviculture only, subject to Best Management Practices)
2. Outdoor Recreational (recreational activities consistent with protection of the area)
3. Linear Distribution/Collection Facilities and Communication Facilities
4. The owner of a tract of record that existed as of July 19, 1990, which is designated Conservation in its entirety may construct a personal residence on the tract.
5. ~~Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.~~

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 4. AMENDMENT OF SECTIONS 2.2.5 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.5 of the Jefferson County Land Development Code, entitled “Industrial,” is hereby amended as follows:

2.2.5. INDUSTRIAL

The following types of uses are allowed in the Industrial land use district. Specifically prohibited are hazardous waste and medical waste disposal facilities.

* * *

5) Small Scale Solar Facilities ~~Photovoltaic Collector Systems~~ as are allowed by LDC Section 2.11.0 (~~Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception~~).

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 5. AMENDMENT OF SECTION 2.11.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.11.3 of the Jefferson County Land Development Code, entitled “Small Scale Solar Photovoltaic Collector Systems,” is hereby amended as follows:

2.11.3 SMALL SCALE SOLAR FACILITIES ~~COLLECTOR SYSTEMS~~

1. Small Scale Solar Facilities ~~Collectors~~ are allowed in all ~~Zoning~~ Land Use Districts, except the Conservation Land Use District. All Small Scale Solar Facilities shall be subject to review and approval by the Planning Official, with the exception of Roof Mounted Solar Systems.

* * *

3. Ground Mounted Solar Facilities ~~Systems~~

* * *

iv. ~~To be considered a small scale system, only one five (5) acre Photovoltaic System is allowed per parcel. A second 5 acre plot will be reviewed as a Large Scale Solar Collector as require a Special Exception Review.~~

4. Damaged solar panels shall be removed, repaired, or replaced within ninety (90) days of the damage with one extension at the request of the property owner. The ground shall at all times remain free of debris from damaged solar panels.

5. Decommissioning and removal of Small Scale Solar Facilities shall be the responsibility of the property owner upon abandonment. A Small Scale Solar Facility shall be considered abandoned if the system ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. An abandoned Small Scale Solar Facility shall be decommissioned and removed within one hundred eighty (180) days from the time it is deemed abandoned as provided herein. The owner may request an extension of time in which to return the Small Scale Solar Facility to operation, which shall be supported by a plan and proposed timeline for resuming operation, provided however, that no extension of time shall be granted

for more than a total of twenty four (24) months past the above date for decommissioning due to abandonment.

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 6. AMENDMENT OF SECTION 2.11.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.11.4 of the Jefferson County Land Development Code, entitled “Large Scale Solar Photovoltaic Collector Systems,” is hereby amended as follows:

2.11.4 LARGE SCALE SOLAR FACILITIES COLLECTOR SYSTEMS

1. Large Scale Solar Facilities ~~Collection Systems~~ ~~are only allowed in Ag-20, Ag-5, or Industrial Zoning Districts and~~ shall be subject to review as a Major Development pursuant to LDC Section 9.4.0 ~~and Special Exception pursuant to LDC Section 9.15.0.~~ In accordance with Section 163.3205, Florida Statutes, it is determined that electric utility substations are the most similar use to Large Scale Solar Facilities.

2. ~~In an order to protect the rural and agricultural lands of the County, the maximum size of one a Large Scale Solar Collector System is 640 Utilized acres, equal to one square mile. The County is also limiting the total Utilized acreage of all Large Scale Solar Collectors to 2,560 acres or 4 square miles. The determination of the maximum allowable size of a system hereunder shall be based on the footprint of acreage actually utilized by the solar panels and associated structures, and shall not include any areas not actually occupied such as setbacks, buffers, wetlands, and areas voluntarily avoided.~~ Large Scale Solar Facilities shall be subject to and shall not exceed the maximum allowable Impervious Surface Ratio for public service uses/facilities within the applicable land use district.

3. Setbacks. All components of a Large Scale Solar Facility shall comply with the setback requirements for electric utility substations as provided in LDC Section 5.10.1.C. ~~Setbacks for Roadways (classifications based on LDC Section 5.4.0A)~~

- ~~i. Arterial and Major Collector Roadways—100feet.~~
- ~~ii. Minor Collector Roadways—100feet.~~
- ~~iii. Local Roads—100feet.~~

4. Buffering. Large Scale Solar Facilities shall comply with the landscape and buffering requirements contained in LDC Section 5.3.4. Large Scale Solar Facilities shall be considered a “High Impact” use for purposes of application of the buffering and landscape requirements contained in LDC Section 5.3.4.

- i. ~~All plans submitted shall portray a 100ft. Type C buffer, where the project property borders vacant land or land in non-residential use in accordance with LDC Table 5.3.4.C Landscape Buffer Standards.~~
- ii. ~~Where the Solar Field borders an established residential use or residential property, twice the distance of the standards established in Subsection 4 I above is required.~~
- iii. ~~The buffers can consist of natural vegetation, but may also require additional planting to meet Type C Standard. All planted buffers need to be native to North Florida and spaced so as to allow for mature growth.~~
- iv. ~~All plans submitted shall portray Type C buffer along all roadways.~~

* * *

12. Decommissioning

The property owner and/or current operator of a Large Scale Solar Facility shall be responsible for the Decommissioning decommissioning of such system and removal of upon abandonment (as defined herein) or upon revocation of the major development and special exception approval. In the event of abandonment of a Large Scale Solar Facility, the decommissioning shall be completed within the time period provided in paragraph 11 above. In the event of revocation of major development approval for the Large Scale Solar Facility, decommissioning shall be completed within 90 days. With respect to decommissioning, all All operators/owners shall comply with the following:

- i. As part of the development review application, a decommissioning plan shall be prepared and submitted which depicts the final site conditions after the ~~solar collection facility~~ Large Scale Solar Facility has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations and conduits (above and below ground). In the alternative, poles, piles, foundations and other support infrastructure can be shown as remaining in the decommissioning plan if consistent with the planned future beneficial use of the property, as may also be consistent with the allowed uses in the Land Development Code. The decommissioning plan shall include an engineer's estimate, signed and sealed, of the cost of fully implementing the decommissioning plan. The estimated cost of implementing the decommissioning plan shall not be reduced based upon the salvage value of any materials or equipment. The estimated cost of implementing the decommissioning plan may be reduced based on the salvage value of any materials of equipment only if such salvage is also reassessed as part of periodic update of the engineer's estimate of costs for implementing the decommissioning plan. A new/updated engineer's estimate of costs for implementing the decommissioning plan shall be prepared and submitted to the Planning Department no less often than once every five (5) years following the original approval date. ~~If, as part of such new/updated engineer's estimate, it is~~

~~determined that the salvage value has decreased, the amount of such decrease shall be accounted for in the cost of decommissioning and in the evidence of financial responsibility provided under Subsection ii herein below. Thereafter, such salvage value shall be reassessed every two (2) years, and any additional reductions in salvage value accounted for in the evidence of financial responsibility.~~

ii. Evidence of financial responsibility to implement the decommissioning plan shall be submitted as part of the original application, and shall be ~~furnished~~ updated no less often than once every five (5) years thereafter, as well as upon change of the property owner and/or operator, upon change in the financial responsibility form/mechanism relied upon, or as otherwise required by this code. Evidence of financial responsibility shall be in the form of insurance, ~~surety~~ surety bond, cash bond, trust fund or letter of credit. The County may require a change in the financial responsibility form/mechanism relied upon should it come to the attention of the County that the evidence of financial responsibility as previously submitted has become deficient. Evidence of financial responsibility shall be in the amount of one hundred fifty percent (150%) of the engineer's estimated cost to implement the decommissioning plan, which estimated cost shall be updated no less than once every five (5) years after initial submission and each time the evidence of financial responsibility is otherwise updated, as provided herein.

iii. Any transfer of the County approval of a Large Scale Solar Facility ~~Collection System~~ issued hereunder shall not be deemed complete unless and until the transferee has demonstrated financial responsibility for decommissioning of the facility in the same manner as required for initial approval.

* * *

14. Stormwater.

All applicants for a Large Scale Solar Facility shall obtain a valid FDEP ERP Stormwater Permit for the Stormwater Management System associated with same. In addition, the following requirements shall apply to the Stormwater Management System associated with any Large Scale Solar Facility and the property on which it is located:

- i. The Stormwater Management System shall be designed by a Florida Registered Professional Engineer and meet all applicable criteria of ERP Applicant's Handbook Volume II in addition to the requirements set forth herein.
- ii. The Stormwater Management System shall meet the criteria for at least one of the Best Management Practices (BMP) types for water quality treatment as listed in Part V of Applicant's Handbook Volume II.

- iii. The Stormwater Management System shall be designed such that post-development runoff shall not exceed the pre-development runoff for a 25 year storm for property located in an open basin, and for a 100 year storm for property located in a closed basin, as established by a Florida Registered Professional Engineer.
- iv. The applicant shall obtain and submit to the County geo-technical borings for all stormwater retention/detention sites.
- v. The Stormwater Management System shall not have adverse offsite impacts on neighboring properties.
- vi. 25% of the total surface area of all solar panels on the property shall be considered as impervious area in the design of the Stormwater Management System and the calculation of the Impervious Surface Ratio for the property.
- vii. Channelization shall not occur on the property post-development. Documentation and calculations shall be provided to the Planning Department by a Florida Registered Professional Engineer demonstrating that channelization of the runoff generated by the property will not occur.
- viii. Prior to installation of solar panels, if the entire site is mass graded, the ground shall be fully stabilized.
- ix. A minimum of 70% of the ground on the property shall contain grass, gravel, or similar pervious covering to prevent erosion.
- x. Each row of solar panels shall be separated by a minimum of 15 feet or 1.5 times the width of the solar panels (whichever is greater) from the next nearest row of solar. The distance shall be measured from edge of panel to edge of panel for panels that are in a fixed orientation. For panels that rotate or track, the distance shall be measured with the panels oriented parallel to the ground.
- xi. No stormwater ponds or above ground stormwater conveyance structures shall be located within 20 feet of a solar panel.
- xii. No components of the Stormwater Management System may be located in any required buffer area.

15. Access. An all-weather access road (or roads) shall be installed on the property sufficient to provide access to all areas of the property by fire and emergency rescue vehicles and equipment. No portion of the road may be within the required buffer area. The road, which may be paved or unpaved, shall be a minimum of 25 feet in width and shall support a minimum 50,000 pound vehicle.

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 7. AMENDMENT OF SECTION 5.10.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 5.10.1 of the Jefferson County Land Development Code, entitled “Linear Distribution/Collection/Transmission Facilities and Substations,” is hereby amended as follows:

5.10.1. LINEAR DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS

* * *

C. Setbacks from existing structures and property lines shall be as required by Federal and State regulations or laws.

1. For purposes of electric substations in land use districts where residential is an allowed use, permanent equipment and structures shall be a minimum of 100 feet from the property line.

2. For purposes of electric substations in land use districts where residential is not an allowed use, permanent equipment and structures shall comply with the requirements for nonresidential developments in LDC Section 5.1.3.

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 8. REPEAL OF SECTION 2.11.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.11.2 of the Jefferson County Land Development Code, entitled “Definitions,” is hereby repealed in its entirety.

SECTION 9.

AMENDMENT OF SECTION 9.4.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 9.4.4 of the Jefferson County Land Development Code, entitled “Major Non-Residential Subdivisions and Site Plans,” is hereby amended as follows:

A. A general description of development including the following:

* * *

F. For proposed developments consisting of more than 40,000 square feet of impervious area, a phase I cultural resource survey assessment of the property shall be conducted.

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 10. CODIFICATION.

A. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Land Development Code, and that the sections of this Ordinance may be renumbered to accomplish such intent.

B. In accordance with the amendments made in Section 1 of this Ordinance, all references in the Jefferson County Land Development Code to “Solar Photovoltaic Collector Systems” shall be amended to “Solar Facilities;” all references to “Small Scale Solar Photovoltaic Collector Systems” shall be amended to “Small Scale Solar Facilities;” and all references to “Large Scale Solar Photovoltaic Systems” shall be amended to “Large Scale Solar Facilities.”

SECTION 11. SEVERABILITY.

Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 12. CONFLICT.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

SECTION 13. EFFECTIVE DATE.

A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall take effect as provided by law.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this ____ day of ____, 202__.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chairman

ATTESTED BY:

Kirk Reams, Clerk of Court

APPROVED AS TO FORM

Heather Encinosa, County Attorney

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY FLORIDA, RELATED TO SOLAR PHOTOVOLTAIC COLLECTOR SYSTEMS; AMENDING SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO DEFINITIONS; AMENDING SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN AGRICULTURAL LAND USE DISTRICTS; AMENDING SECTION 2.2.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES IN THE CONSERVATION LAND USE DISTRICT; AMENDING SECTION 2.2.5 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES IN THE INDUSTRIAL LAND USE DISTRICT; AMENDING SECTION 2.11.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO SMALL SCALE SOLAR FACILITIES; AMENDING SECTION 2.11.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO LARGE SCALE SOLAR FACILITIES; AMENDING SECTION 5.10.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO LINEAR DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS; REPEALING SECTION 2.11.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATING TO DEFINITIONS; AMENDING SECTION 9.4.4 OF THE LAND DEVELOPMENT CODE PERTAINING TO MAJOR MULTI-FAMILY RESIDENTIAL SITE PLANS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of Jefferson County Board of County Commissioners to make provisions for appropriate land uses, to promote, protect, and improve the public health, safety, and welfare of Jefferson County's residents, while maximizing economic benefits and minimizing threats to natural and man-made resources; and

WHEREAS, the demand for renewable energy in Florida has resulted in increasing interest on the part of property owners, energy companies, and utilities in developing solar photovoltaic collector systems to provide renewable energy from sunlight; and

WHEREAS, although the County currently has development standards for large and small solar photovoltaic collector systems, greater specificity is needed to ensure applicants are on notice of the requirements for such systems and to ensure the County's Land Development Code is in compliance with Florida law; and

WHEREAS, in Section 163.3205, Florida Statutes, the Florida Legislature mandates that solar facilities are to be a permitted use in all agricultural land use categories in a local government comprehensive plan; and

WHEREAS, Section 163.3205, Florida Statutes, further requires that solar facilities must comply with the setback and landscaped buffer area criteria for other similar uses in agricultural districts, but that such requirements may not exceed the requirements for similar uses involving the construction of other facilities that are permitted in those districts; and

WHEREAS, it is the intent of the Jefferson County Board of County Commissioners to ensure the rural character of Jefferson County is being preserved and that all development is consistent with promoting such rural character; and

WHEREAS, the Jefferson County Board of County Commissioners has determined that this Ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens; and

WHEREAS, this Ordinance is adopted pursuant to Part II of chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits, and is therefore exempt from the requirements of Section 125.66(3)(a), Florida Statutes, related to business impact estimates.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Board of County Commissioners as follows:

SECTION 1. AMENDMENT OF SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 1.3.0 of the Jefferson County Land Development Code, entitled “Definitions Used Throughout This Code,” is hereby amended as follows:

1.3.0. DEFINITIONS USED THROUGHOUT THIS CODE:

All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of County Commissioners (the Board) may be fully carried out. The words, terms, and phrases, used throughout this Code shall be interpreted so as to give them the meaning they have in common usage and to give this Code it’s most reasonable application. The definitions and meanings ascribed to them are outlined below and are to be used in this Code, except where the context clearly indicates a different meaning. Unless otherwise specifically provided herein, terms shall have the meanings prescribed by the statutes of the State of Florida for such terms.

* * *

Decommissioning - the removal of all equipment, infrastructure, and facilities used for electricity generation on a property containing a Solar Facility, except for a Roof

Mounted Solar System, and restoration of such property to its pre-development condition.

* * *

Large Scale Solar Facility - a Solar Facility not meeting the definition of Small Scale Solar Facility. For purposes of this definition, Solar Facilities proposed on multiple abutting parcels under common control shall be considered Large Scale Solar Facilities if the total area of the system on all such parcels exceeds one (1) acre in size.

* * *

Roof Mounted Solar System - a Solar Facility that is mounted or installed on the roof of a building. All Roof Mounted Solar Systems are considered Small Scale Solar Facilities regardless of size.

* * *

Small Scale Solar Facility - a Solar Facility that occupies one (1) acre or less per parcel and is used primarily to reduce or offset on-site consumption of electrical power and including all Roof Mounted Solar Systems. For purposes of this definition, Solar Facilities proposed on multiple abutting parcels under common control shall be considered Large Scale Solar Facilities if the total area of the system on all such parcels exceeds one (1) acre in size.

Solar Facility - a production facility for electric power which:

- a) Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.
- b) Consists principally of photovoltaic modules, a mounting or racking system, power inverters, transformers, collection systems, battery systems, fire suppression equipment, and associated components.
- c) May include accessory administration or maintenance buildings, electric transmission lines, substations, energy storage equipment, and related accessory uses and structures.

* * *

Stormwater Management System: A system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

[underline indicates addition; ~~striketrough~~ indicates deletion]

SECTION 2. AMENDMENT OF SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.1 of the Jefferson County Land Development Code, entitled “Agricultural Land Use Districts: AG-20, AG-5, and AG-3,” inclusive of Sections 2.2.1.1, 2.2.1.2, and 2.2.1.3, is hereby amended as follows:

2.2.1. AGRICULTURAL LAND USE DISTRICTS: AG-20, AG-5, AND AG-3

The Comprehensive Plan 2025 Jefferson County, Florida, specifically makes the following statement: *“Farming is the basic intent of Agricultural land use areas. Residential use is allowed but secondary in nature and must accept all characteristic farm activities of: noise, smells, dust, spray odors, timber clearing, etc.”* Agricultural properties can generally be defined as commercial properties since the end result of agricultural activities are to produce revenue for the owner from the produced end product of the animals raised or the crops harvested. The three Agriculture land use districts generally differ in density standards for residential development, some permitted uses, and some setback standards.

2.2.1.1 AGRICULTURE 20 (AG-20)

A. Principal Uses. The following uses are allowed in the Agriculture 20 Land Use District:

* * *

11) Solar ~~Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Solar ~~Photovoltaic Collector Systems~~ Facilities require approval as a major development ~~and special exception~~).

* * *

2.2.1.2 AGRICULTURE 5 (AG-5)

B. A. Principal Uses. The following uses are allowed in the Agriculture 5 Land Use District:

* * *

11) Solar ~~Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Solar ~~Photovoltaic Collector Systems~~ Facilities require approval as a major development ~~and special exception~~).

* * *

2.2.1.3 AGRICULTURE 3 (AG-3)

A. Principal Uses. The following uses are allowed in the Agriculture 3 Land Use District:

* * *

9) ~~Small Scale Solar Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Facilities require approval as a major development).

* * *

[underline indicates addition; ~~striketrough~~ indicates deletion]

SECTION 3. AMENDMENT OF SECTIONS 2.2.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.2 of the Jefferson County Land Development Code, entitled “Conservation,” is hereby amended as follows:

2.2.2. CONSERVATION

The following uses are allowed in the Conservation land use district.

1. Agricultural (silviculture only, subject to Best Management Practices)
2. Outdoor Recreational (recreational activities consistent with protection of the area)
3. Linear Distribution/Collection Facilities and Communication Facilities
4. The owner of a tract of record that existed as of July 19, 1990, which is designated Conservation in its entirety may construct a personal residence on the tract.
5. ~~Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.~~

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 4. AMENDMENT OF SECTIONS 2.2.5 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.5 of the Jefferson County Land Development Code, entitled “Industrial,” is hereby amended as follows:

2.2.5. INDUSTRIAL

The following types of uses are allowed in the Industrial land use district. Specifically prohibited are hazardous waste and medical waste disposal facilities.

* * *

5) Small Scale Solar Facilities ~~Photovoltaic Collector Systems~~ as are allowed by LDC Section 2.11.0 (~~Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception~~).

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 5. AMENDMENT OF SECTION 2.11.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.11.3 of the Jefferson County Land Development Code, entitled “Small Scale Solar Photovoltaic Collector Systems,” is hereby amended as follows:

2.11.3 SMALL SCALE SOLAR FACILITIES ~~COLLECTOR SYSTEMS~~

1. Small Scale Solar Facilities ~~Collectors~~ are allowed in all ~~Zoning~~ Land Use Districts, except the Conservation Land Use District. All Small Scale Solar Facilities shall be subject to review and approval by the Planning Official, with the exception of Roof Mounted Solar Systems.

* * *

3. Ground Mounted Solar Facilities ~~Systems~~

* * *

~~iv. To be considered a small scale system, only one five (5) acre Photovoltaic System is allowed per parcel. A second 5 acre plot will be reviewed as a Large Scale Solar Collector as require a Special Exception Review.~~

4. Damaged solar panels shall be removed, repaired, or replaced within ninety (90) days of the damage with one extension at the request of the property owner. The ground shall at all times remain free of debris from damaged solar panels.

5. Decommissioning and removal of Small Scale Solar Facilities shall be the responsibility of the property owner upon abandonment. A Small Scale Solar Facility shall be considered abandoned if the system ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. An abandoned Small Scale Solar Facility shall be decommissioned and removed within one hundred eighty (180) days from the time it is deemed abandoned as provided herein. The owner may request an extension of time in which to return the Small Scale Solar Facility to operation, which shall be supported by a plan and proposed timeline for resuming operation, provided however, that no extension of time shall be granted

for more than a total of twenty four (24) months past the above date for decommissioning due to abandonment.

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 6. AMENDMENT OF SECTION 2.11.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.11.4 of the Jefferson County Land Development Code, entitled “Large Scale Solar Photovoltaic Collector Systems,” is hereby amended as follows:

2.11.4 LARGE SCALE SOLAR FACILITIES COLLECTOR SYSTEMS

1. Large Scale Solar Facilities ~~Collection Systems~~ ~~are only allowed in Ag-20, Ag-5, or Industrial Zoning Districts and~~ shall be subject to review as a Major Development pursuant to LDC Section 9.4.0 ~~and Special Exception pursuant to LDC Section 9.15.0.~~ In accordance with Section 163.3205, Florida Statutes, it is determined that electric utility substations are the most similar use to Large Scale Solar Facilities.

2. ~~In an order to protect the rural and agricultural lands of the County, the maximum size of one a Large Scale Solar Collector System is 640 Utilized acres, equal to one square mile. The County is also limiting the total Utilized acreage of all Large Scale Solar Collectors to 2,560 acres or 4 square miles. The determination of the maximum allowable size of a system hereunder shall be based on the footprint of acreage actually utilized by the solar panels and associated structures, and shall not include any areas not actually occupied such as setbacks, buffers, wetlands, and areas voluntarily avoided.~~ Large Scale Solar Facilities shall be subject to and shall not exceed the maximum allowable Impervious Surface Ratio for public service uses/facilities within the applicable land use district.

3. Setbacks. All components of a Large Scale Solar Facility shall comply with the setback requirements for electric utility substations as provided in LDC Section 5.10.1.C. ~~Setbacks for Roadways (classifications based on LDC Section 5.4.0A)~~

- ~~i. Arterial and Major Collector Roadways—100feet.~~
- ~~ii. Minor Collector Roadways—100feet.~~
- ~~iii. Local Roads—100feet.~~

4. Buffering. Large Scale Solar Facilities shall comply with the landscape and buffering requirements contained in LDC Section 5.3.4. Large Scale Solar Facilities shall be considered a “High Impact” use for purposes of application of the buffering and landscape requirements contained in LDC Section 5.3.4.

- i. ~~All plans submitted shall portray a 100ft. Type C buffer, where the project property borders vacant land or land in non-residential use in accordance with LDC Table 5.3.4.C Landscape Buffer Standards.~~
- ii. ~~Where the Solar Field borders an established residential use or residential property, twice the distance of the standards established in Subsection 4 I above is required.~~
- iii. ~~The buffers can consist of natural vegetation, but may also require additional planting to meet Type C Standard. All planted buffers need to be native to North Florida and spaced so as to allow for mature growth.~~
- iv. ~~All plans submitted shall portray Type C buffer along all roadways.~~

* * *

12. Decommissioning

The property owner and/or current operator of a Large Scale Solar Facility shall be responsible for the Decommissioning decommissioning of such system and removal of upon abandonment (as defined herein) or upon revocation of the major development and special exception approval. In the event of abandonment of a Large Scale Solar Facility, the decommissioning shall be completed within the time period provided in paragraph 11 above. In the event of revocation of major development approval for the Large Scale Solar Facility, decommissioning shall be completed within 90 days. With respect to decommissioning, all All operators/owners shall comply with the following:

- i. As part of the development review application, a decommissioning plan shall be prepared and submitted which depicts the final site conditions after the ~~solar collection facility~~ Large Scale Solar Facility has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations and conduits (above and below ground). In the alternative, poles, piles, foundations and other support infrastructure can be shown as remaining in the decommissioning plan if consistent with the planned future beneficial use of the property, as may also be consistent with the allowed uses in the Land Development Code. The decommissioning plan shall include an engineer's estimate, signed and sealed, of the cost of fully implementing the decommissioning plan. The estimated cost of implementing the decommissioning plan shall not be reduced based upon the salvage value of any materials or equipment. The estimated cost of implementing the decommissioning plan may be reduced based on the salvage value of any materials of equipment only if such salvage is also reassessed as part of periodic update of the engineer's estimate of costs for implementing the decommissioning plan. A new/updated engineer's estimate of costs for implementing the decommissioning plan shall be prepared and submitted to the Planning Department no less often than once every five (5) years following the original approval date. ~~If, as part of such new/updated engineer's estimate, it is~~

~~determined that the salvage value has decreased, the amount of such decrease shall be accounted for in the cost of decommissioning and in the evidence of financial responsibility provided under Subsection ii herein below. Thereafter, such salvage value shall be reassessed every two (2) years, and any additional reductions in salvage value accounted for in the evidence of financial responsibility.~~

ii. Evidence of financial responsibility to implement the decommissioning plan shall be submitted as part of the original application, and shall be ~~furnished~~ updated no less often than once every five (5) years thereafter, as well as upon change of the property owner and/or operator, upon change in the financial responsibility form/mechanism relied upon, or as otherwise required by this code. Evidence of financial responsibility shall be in the form of insurance, ~~surety~~ surety bond, cash bond, trust fund or letter of credit. The County may require a change in the financial responsibility form/mechanism relied upon should it come to the attention of the County that the evidence of financial responsibility as previously submitted has become deficient. Evidence of financial responsibility shall be in the amount of one hundred fifty percent (150%) of the engineer's estimated cost to implement the decommissioning plan, which estimated cost shall be updated no less than once every five (5) years after initial submission and each time the evidence of financial responsibility is otherwise updated, as provided herein.

iii. Any transfer of the County approval of a Large Scale Solar Facility ~~Collection System~~ issued hereunder shall not be deemed complete unless and until the transferee has demonstrated financial responsibility for decommissioning of the facility in the same manner as required for initial approval.

* * *

14. Stormwater.

All applicants for a Large Scale Solar Facility shall obtain a valid FDEP ERP Stormwater Permit for the Stormwater Management System associated with same. In addition, the following requirements shall apply to the Stormwater Management System associated with any Large Scale Solar Facility and the property on which it is located:

- i. The Stormwater Management System shall be designed by a Florida Registered Professional Engineer and meet all applicable criteria of ERP Applicant's Handbook Volume II in addition to the requirements set forth herein.
- ii. The Stormwater Management System shall meet the criteria for at least one of the Best Management Practices (BMP) types for water quality treatment as listed in Part V of Applicant's Handbook Volume II.

- iii. The Stormwater Management System shall be designed such that post-development runoff shall not exceed the pre-development runoff for a 25 year storm for property located in an open basin, and for a 100 year storm for property located in a closed basin, as established by a Florida Registered Professional Engineer.
- iv. The applicant shall obtain and submit to the County geo-technical borings for all stormwater retention/detention sites.
- v. The Stormwater Management System shall not have adverse offsite impacts on neighboring properties.
- vi. 25% of the total surface area of all solar panels on the property shall be considered as impervious area in the design of the Stormwater Management System and the calculation of the Impervious Surface Ratio for the property.
- vii. Channelization shall not occur on the property post-development. Documentation and calculations shall be provided to the Planning Department by a Florida Registered Professional Engineer demonstrating that channelization of the runoff generated by the property will not occur.
- viii. Prior to installation of solar panels, if the entire site is mass graded, the ground shall be fully stabilized.
- ix. A minimum of 70% of the ground on the property shall contain grass, gravel, or similar pervious covering to prevent erosion.
- x. Each row of solar panels shall be separated by a minimum of 15 feet or 1.5 times the width of the solar panels (whichever is greater) from the next nearest row of solar. The distance shall be measured from edge of panel to edge of panel for panels that are in a fixed orientation. For panels that rotate or track, the distance shall be measured with the panels oriented parallel to the ground.
- xi. No stormwater ponds or above ground stormwater conveyance structures shall be located within 20 feet of a solar panel.
- xii. No components of the Stormwater Management System may be located in any required buffer area.

15. Access. An all-weather access road (or roads) shall be installed on the property sufficient to provide access to all areas of the property by fire and emergency rescue vehicles and equipment. No portion of the road may be within the required buffer area. The road, which may be paved or unpaved, shall be a minimum of 25 feet in width and shall support a minimum 50,000 pound vehicle.

[underline indicates addition; ~~strike through~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 7. AMENDMENT OF SECTION 5.10.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 5.10.1 of the Jefferson County Land Development Code, entitled “Linear Distribution/Collection/Transmission Facilities and Substations,” is hereby amended as follows:

5.10.1. LINEAR DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS

* * *

C. Setbacks from existing structures and property lines shall be as required by Federal and State regulations or laws.

1. For purposes of electric substations in land use districts where residential is an allowed use, permanent equipment and structures shall be a minimum of 100 feet from the property line.

2. For purposes of electric substations in land use districts where residential is not an allowed use, permanent equipment and structures shall comply with the requirements for nonresidential developments in LDC Section 5.1.3.

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 8. REPEAL OF SECTION 2.11.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.11.2 of the Jefferson County Land Development Code, entitled “Definitions,” is hereby repealed in its entirety.

SECTION 9. AMENDMENT OF SECTION 9.4.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 9.4.4 of the Jefferson County Land Development Code, entitled “Major Non-Residential Subdivisions and Site Plans,” is hereby amended as follows:

A. A general description of development including the following:

* * *

F. For proposed developments consisting of more than 40,000 square feet of impervious area, a phase I cultural resource survey assessment of the property shall be conducted.

[underline indicates addition; ~~striketrough~~ indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 10. CODIFICATION.

A. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Land Development Code, and that the sections of this Ordinance may be renumbered to accomplish such intent.

B. In accordance with the amendments made in Section 1 of this Ordinance, all references in the Jefferson County Land Development Code to “Solar Photovoltaic Collector Systems” shall be amended to “Solar Facilities;” all references to “Small Scale Solar Photovoltaic Collector Systems” shall be amended to “Small Scale Solar Facilities;” and all references to “Large Scale Solar Photovoltaic Systems” shall be amended to “Large Scale Solar Facilities.”

SECTION 11. SEVERABILITY.

Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 12. CONFLICT.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

SECTION 13. EFFECTIVE DATE.

A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall take effect as provided by law.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this ____ day of ____, 202__.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chairman

ATTESTED BY:

Kirk Reams, Clerk of Court

APPROVED AS TO FORM

Heather Encinosa, County Attorney

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
JEFFERSON COUNTY, FLORIDA DECLARING A LOCAL STATE OF
EMERGENCY FOR TROPICAL DEPRESSION INVEST 93 L WEATHER
EVENT.**

WHEREAS, it is anticipated that Tropical Depression Invest 93L by the National Hurricane Center (Tropical Depression Invest 93L) poses a serious potential threat to the residents and property of Jefferson County("County); and

WHEREAS, Tropical Depression Invest 93L Jefferson County has potential for causing substantial damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the impacts anticipated from Tropical Depression Invest 93L may require the immediate mutual aid assistance from municipal, state, and federal agencies to address any emergency impacts on the citizens of Jefferson County; and

WHEREAS, the Governor of the State of Florida, in Executive order 23-171 found that a state of emergency exist within the State of Florida, Including Jefferson County; and

WHEREAS, Section 252.38(3) (a) 5, Florida Statutes, provides authority for a political subdivision such as Jefferson County to declare a state of local emergency and to exercise emergency powers; and

WHEREAS, Pursuant to 252.38(1), Florida Statutes, the Jefferson County Board of County Commissioners ("Board") has jurisdictional authority to declare local states of emergency for the entire county for emergency management purposes to exercise all statutorily authorized emergency powers to ensure the health, safety, and welfare of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Jefferson County, Florida, this 27th day of August 2023:

1. The above recitals are true and correct and incorporated herein by reference.
2. In light of the serious threat to the lives and property of Jefferson County residents posed by Tropical Depression Invest 93L, the Board hereby exercises its authority, and waives the procedures and formalities required by law of a political subdivision, as provided in Section 252.38 (3) (a) 5, Florida Statutes, by declaring a state of local emergency.

RESOLUTION NO.

3. The state of local emergency shall exists as of 12:00 pm on this 28th day of August 2023, for all territory within the legal boundaries of Jefferson County as established in Section 7.33, Florida Statutes, including all unincorporated and all incorporated areas.
4. The provisions of the County's Comprehensive Emergency Management Plan ("CEMP") relating to this type of event shall be implemented in accordance with the Emergency Management Interlocal Agreement between the County and the Jefferson County Sheriff's Office.
5. The provision of this Declaration shall remain in effect for a period of seven (7) days, unless terminated earlier by the Board or the Chair of the Board.
6. This resolution shall become effective immediately.

IN WITNESS WHEREOF, the Board of County Commissioners of Jefferson County, Florida, has caused this resolution to be enacted and executed on the 28th day August 2023.



Chris Tuten, Chairman of Jefferson County Board
of Commissioner

ATTEST:

Alfred Mac McNeill, Sheriff

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
JEFFERSON COUNTY, FLORIDA DECLARING A LOCAL STATE OF
EMERGENCY FOR HURRICANE IDALIA WEATHER EVENT.**

WHEREAS, it is anticipated that Hurricane Idalia by the National Hurricane Center (Hurricane Idalia) poses a serious potential threat to the residents and property of Jefferson County(County); and

WHEREAS, Hurricane Idalia Jefferson County has potential for causing substantial damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, the impacts anticipated from Hurricane Idalia may require the immediate mutual aid assistance from municipal, state, and federal agencies to address any emergency impacts on the citizens of Jefferson County; and

WHEREAS, the Governor of the State of Florida, in Executive order 23-171 found that a state of emergency exist within the State of Florida, Including Jefferson County; and

WHEREAS, Section 252.38(3) (a) 5, Florida Statutes, provides authority for apolitical subdivision such as Jefferson County to declare a state of local emergency and to exercise emergency powers; and

WHEREAS, Pursuant to 252.38(1), Florida Statues, the Jefferson County Board of County Commissioners ("Board") has jurisdictional authority to declare local states of emergency for the entire county for emergency management purposes to exercise all statutorily authorized emergency powers to ensure the health, safety, and welfare of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Jefferson County, Florida, this 4th day of September 2023:

1. The above recitals are true and correct and incorporated herein by reference.
2. In light of the serious threat to the lives and property of Jefferson County residents posed by **Hurricane Idalia**, the Board hereby exercises its authority, and waives the procedures and formalities required by law of a political subdivision, as provided in Section 252.38 (3) (a) 5, Florida Statutes, by declaring a state of local emergency.

RESOLUTION NO. 2

3. The state of local emergency shall exist as of 12:00 pm on this 4th day of September 2023, for all territory within the legal boundaries of Jefferson County as established in Section 7.33, Florida Statutes, including all unincorporated and all incorporated areas.
4. The provisions of the County's Comprehensive Emergency Management Plan ("CEMP") relating to this type of event shall be implemented in accordance with the Emergency Management Interlocal Agreement between the County and the Jefferson County Sheriff's Office.
5. The provision of this Declaration shall remain in effect for a period of seven (7) days, unless terminated earlier by the Board or the Chair of the Board.
6. This resolution shall become effective immediately.

IN WITNESS WHEREOF, the Board of County Commissioners of Jefferson County, Florida, has caused this resolution to be enacted and executed on the 4th day September 2023.



Chris Tuten, Chairman of Jefferson County Board
of Commissioners

ATTEST:

Alfred Mac McNeill, Sheriff

Planning Commission of County Commissioners

Agenda Request

Date of Meeting: September 7, 2023

Date Submitted: September 1, 2023

To: Honorable Chairman and Members of the Board of County Commissioners

From: Heather Encinosa, County Attorney

Subject: Request Board Approval to Return Refundable Deposit to NaturalShrimp

Statement of Issue:

This agenda item requests Board approval to return the refundable deposit in the amount of \$5000 to NaturalShrimp/Hydrenesis, LLC.

Background:

In February 2022, Jefferson County and NaturalShrimp/Hydrenesis LLC entered into a Letter of Agreement relating to the development of a 250,000 square foot facility on a parcel within the County Industrial Park. The Letter of Agreement is attached hereto as Attachment 1 for reference.

Pursuant to the Letter of Agreement, NaturalShrimp made a deposit of \$5000 to secure the property during the term of the agreement, pending a potential lease or sale. Pursuant to the Letter of Agreement the parties were to pursue grants to fund infrastructure, improvements, and equipment for the proposed NaturalShrimp facility to be developed onsite.

The term of the Letter of Agreement was 18 months, which expired on August 2, 2023. Unless extended by the parties or pursuant to its own terms, after 18 months the Letter of Agreement terminates and upon termination, NaturalShrimp's deposit is to be promptly refunded.

The NaturalShrimp \$5000 deposit was originally held by Buck Bird, but was transferred to the Nabors, Giblin & Nickerson PA trust account earlier this year.

Analysis:

The Letter of Agreement has expired according to its terms. Pursuant to information received, no grant funds have been received to fund infrastructure, improvements, or equipment for the proposed NaturalShrimp facility to be developed onsite and, accordingly, the deposit should be refunded at this time.

Options:

1. Approve County Attorney to refund \$5000 deposit to NaturalShrimp
2. Do Not Approve County Attorney to refund \$5000 deposit to NaturalShrimp
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Letter of Agreement

LETTER OF AGREEMENT

COMES NOW, **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 1 Courthouse Circle, Room 10, Monticello, Florida, 32344 (hereinafter referred to as "County"), and **NATURALSHRIMP/HYDRENESIS, LLC.**, a foreign limited liability company authorized to do business in Florida, whose address is 5501 LBJ Freeway, Suite 450, Dallas, TX 75240 (hereinafter referred to as "NaturalShrimp Florida"), and agree as follows:

1. County will lease or convey to NaturalShrimp Florida a 10 (ten) acre, more or less, tract of land, (hereinafter referred to as "Property") in the County Industrial Park located South of Monticello, Florida, as depicted in Exhibit "A". The Property is suitable for NaturalShrimp Florida's business needs as it can potentially accommodate up to a 250,000 square foot shrimp production facility, is located on a major 4-lane State highway with convenient access to Interstate 10, and is located within the County Opportunity Zone. The decision concerning whether to lease or convey the property shall be made based upon the requirements of the grants that will be identified and applied for under the terms of this Agreement. Any future lease or conveyance of the Property shall be on the most favorable terms available, as mutually agreed to by the parties and as consistent with the terms and intent of this Agreement.
2. To secure the above referenced property during the term of this Agreement, and as consideration for the other terms and conditions included herein below, NaturalShrimp Florida has tendered to County a \$5000.00 refundable deposit, which shall be held in the T. Buckingham Bird Trust Account. In the event that the Parties enter into a long-term arrangement pursuant to which NaturalShrimp Florida commits to location of a business operation on the Property consistent with the terms hereof, the deposit shall be credited against the expenditures of NaturalShrimp Florida in a manner mutually agreeable to the Parties.
3. County agrees to provide access to an off-site storm water facility, the location, design and construction of which shall be entirely at the discretion of County.
4. This Agreement shall have a term of 18 months, after which this Agreement shall terminate and be of no further force and effect, provided, however, that this Agreement shall be automatically extended if, during the term of this Agreement, the Parties enter into a long-term arrangement pursuant to which NaturalShrimp Florida commits to location of a business operation on the Property consistent with the terms hereof. This Agreement can otherwise be extended or modified only in writing by mutual agreement of the Parties.
5. County agrees to provide grant writing services to identify and pursue all available grants to fund infrastructure, improvements, and equipment necessary for operation of NaturalShrimp Florida's business, such grant amounts not to exceed, in the aggregate, 25 million dollars. At the option of County, such grants may provide that County develop and own the physical facility, and that the Parties enter into a long-term lease arrangement providing for NaturalShrimp Florida's use and occupancy of the Property and facility.
6. Parties agree to use best good faith efforts to coordinate and cooperate to achieve the

intended goal of providing incentives deemed favorable to NaturalShrimp Florida such that NaturalShrimp Florida can commence operation of its business contingent upon:

- A. NaturalShrimp Florida proposing and conducting a business enterprise which is consistent with requirements of the County Job/Capital Incentive program modeled on the State of Florida QTI Program, the details of which are set forth in Exhibit "B".
 - B. The Parties' joint efforts to coordinate local high school and college workforce programs to provide training and support for prospective employees of NaturalShrimp Florida operations.
- 7. County agrees to provide expedited permitting services, in as much as such can be accomplished in a manner consistent with the requirements of the Jefferson County Comprehensive Plan and Development Code.
 - 8. County agrees to initiate a comprehensive plan amendment process to redesignate the property to the Industrial Land Use Category, provided that the decision as to whether or not to actually effect such designation shall only be made after strictly following any applicable State and local legal procedures.
 - 9. The Parties are entering into this Agreement for the purpose of creating an active long term business operation, that will provide meaningful employment that will be mutually beneficial to the Parties.
 - 10. Implementation of the terms of this Agreement by County shall be entirely contingent on County's receipt of grant funding necessary to carry out the various terms hereof, and absent such funding, County shall have no obligations hereunder, in which event NaturalShrimp Florida's deposit shall be promptly refunded. Identification of sources of funding, and application therefore, shall be entirely at the discretion of County, and County shall not be liable for failure to identify and secure funding hereunder.
 - 11. This agreement shall be effective as of the date entered herein below.

[remainder of page left intentionally blank]

DATED this 3RD day of FEBRUARY, 2022.

JEFFERSON COUNTY BOARD OF
COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Gene Hall", is written over a horizontal line.

Gene Hall, Chairman

1 Courthouse Circle, Room 10
Monticello, Florida 32344

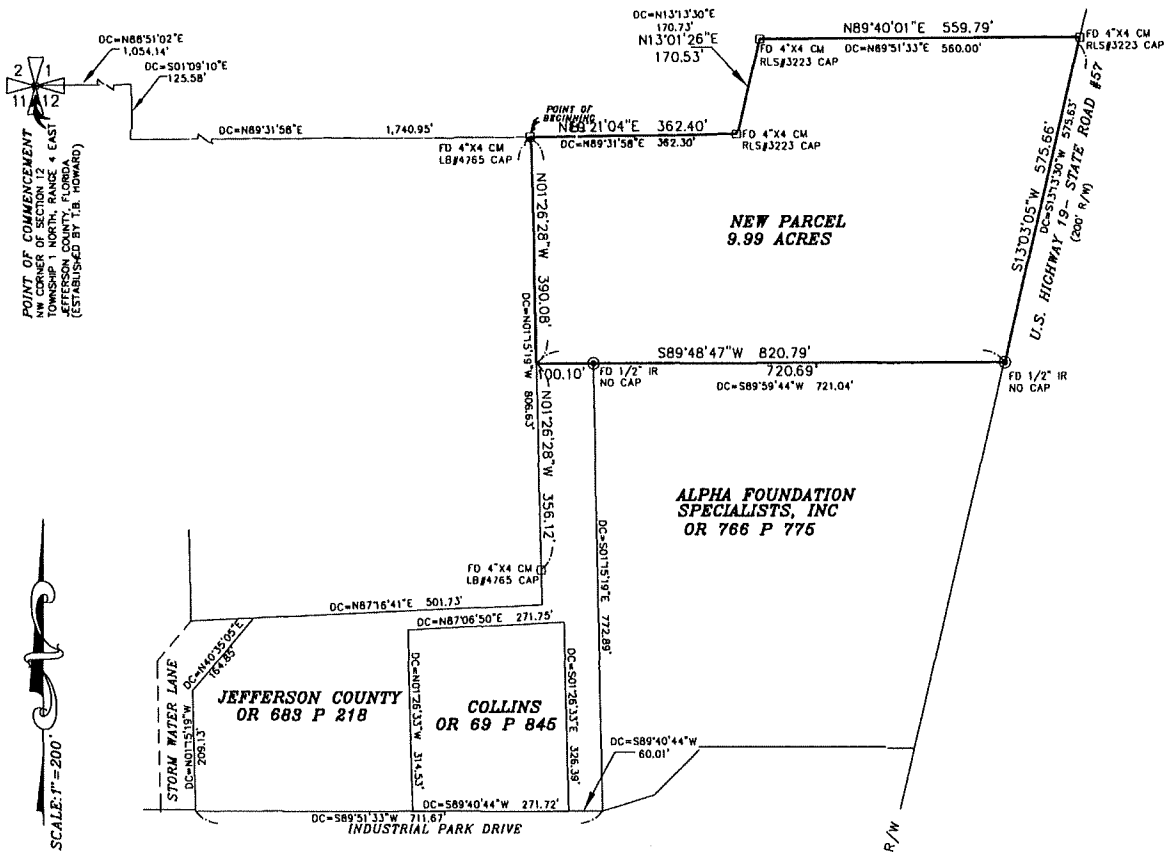
NATURALSHRIMP/HYDRENESES, LLC.

Gerald Easterling

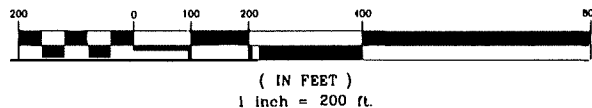
By: Gerald Easterling

Its: President/ CEO

**PRELIMINARY PLAT
LOCATED IN SECTION 12
TOWNSHIP 1 NORTH, RANGE 4 EAST
JEFFERSON COUNTY, FLORIDA**



GRAPHIC SCALE



SURVEYOR'S NOTES:

1. Bearings based on grid as per FDOT network.
2. If no difference is shown, deed call bearings & distances are the same as were measured.
3. Utilities, interior fences, & other improvements were not located, except as shown. Field fences identified on this plat are shown approximate & were not located precisely between corners. Ownership of fences is not determined by survey.
4. Field work was completed on January 12, 2022.
5. There may be other restrictions of record not shown hereon this plat that are found in the Public Records of Jefferson County, Florida.
6. The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of the subject property.
7. Adjacent landowners names and deed references were taken from unofficial county public records and shown for informational purposes only. Actual names and deed references were not verified.
8. This survey does not determine ownership of property.

**PRELIMINARY PLAT
THIS IS NOT A BOUNDARY SURVEY.**

LEGEND

FD	FOUND	-OHE-	OVERHEAD ELECTRIC CH	CH	CHORD BEARING & DISTANCE
IR	IRON ROD	✓	NOT TO SCALE	D	CENTRAL ANGLE
IP	IRON PIPE	☆	POWER POLE	R	RADIUS LENGTH
CM	CONCRETE MONUMENT	R/W	RIGHT-OF-WAY	L	ARC LENGTH
OR	OFFICIAL RECORDS BOOK	C	CENTERLINE	LS	LICENSED SURVEYOR
P	PAGE	-X-	FENCE	LB	LICENSED BUSINESS
DC	DEED CALL	PC	PLAT CALL	PRM	PERMANENT REFERENCE MONUMENT
DB	DEED BOOK	PB	PLAT BOOK		

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper



DELTA LAND SURVEYORS

CERTIFICATE OF AUTHORIZATION NUMBER LB#7698
275 NORTH MULBERRY STREET
MONTICELLO, FLORIDA 32344

TELEPHONE: (850) 997-0301
email: randyrowell5140@gmail.com

Jan. 13, 2022
DATE
22-010-21
JOB NO.

CLIENT

JCBOCC

Job Development Incentives:

1. A new and/or expanding business must create a minimum of five new, quality jobs within 24 months of execution of a grant agreement.
2. Quality jobs are full-time jobs criteria are:
 - a. Individual wages exceeding 70% of the Jefferson County average wage. (NOTE: In 2021, the Jefferson County average wage was \$34,987.00. The 70% adjustment equals \$24,490.90 or \$11.77/hour.)
 - b. Full-time employment is year-round for 90% of the total payroll.
 - c. Monetary employer-paid benefits at least 20% of the adjusted annual salary. (health/life insurance, retirement, or other employee benefits)
3. Job development incentive amounts are not cumulative and are as follows:
 - a. \$500.00 for each quality job salary equal to or greater than 70% of the Jefferson County adjusted wage. (2020 = \$24,490.90)
 - b. \$1,000.00 for each quality job salary equal to or greater than the Jefferson County average wage. (2020 = \$34,987.00).
 - c. \$2,000.00 for each quality job salary equal to or greater than 115% of the Jefferson County average wage (2022 = \$40,235.05).

***Note: Wage information source: Florida Research and Economic Database, Florida Department of Economic Opportunity.

Capital Incentives:

1. Capital incentives are based on specified levels of capital investment in the county and defined as buildings, fixtures and improvements to real property and personal tangible property, specifically excluding inventory.
2. The capital incentives rate is \$1,000.00 per \$100,000.00 of real and personal tangible property value added to the tax roll and are available for a three-year period after verification of the additional value added to the tax roll.
3. The maximum capital incentive grant per applicant is \$50,000.00 total.

Method of Payment:

1. Job development incentives may be provided in the form of off-sets or direct payments. In cases where an applicant will incur permitting or development fees, utility connection fees or similar fees, the incentive will be paid in the form of an offset against sums owed to the County or Utility provider in some cases. If the applicant will not incur such fees, the incentive will be paid in cash to the applicant. Verification of the applicant's quarterly payroll records (941 Forms) will be required prior to payment.
2. Capital improvement incentives shall be paid in the form of ad valorem tax credits, after verification of added value to the tax rolls. The Economic Development fund awards the grant amount after the property/business submits proof of property tax payment.

Board of County Commissioners

Agenda Request

Date of Meeting: September 7, 2023

Date Submitted: August 25, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, Interim County Coordinator

Subject: Request Board Approval of FDEM Contract No. H0982 Accepting Funding for Phase I of Boston Highway Erosion Control Project

Statement of Issue:

This agenda item requests Board approval of a FDEM Contract No. H0982 Accepting Funding for Phase I of Project No. 4486-123-R, Boston Highway Erosion Control.

Background:

Jefferson County, Florida, requested the Florida Division of Emergency Management, provide financial assistance via the federal Hazard Mitigation Grant Program (the “HMGP”) for a Project addressing erosion control on Boston Highway (the “Project”). The Florida Division of Emergency Management has agreed to award the County with federal HMGP financial assistance under Project No. 4486-123-R and Contract No. H0982 for costs directly related to Phase I of the Project, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for the Project have been approved as part of Phase I.

The total estimated cost for Phase I of the Project is \$46,077.00, with \$41,469.30 to be borne by the grant funding and \$4,607.70 or 10% of the total cost to be borne by the County.

Analysis:

The attached “Federally-Funded Subaward and Grant Agreement” set forth in Contract No. H0982 accepts the grant award of federal HMGP funding in the amount of \$41,469.30 for Phase I of the Project, including surveying, engineering, design, plans preparation, permitting, and bidding for the proposed project in anticipation of Phase II. Contract No. H0982 requires the County and any of its Contractors or Consultants to comply with all federal provisions therein in connection with all procurement associated with the Project.

Options:

1. Approve and Authorize the Chair to Execute FDEM Contract No. H0982 Accepting Funding for Phase I of Project No. 4486-123-R, Boston Highway Erosion Control
2. Do Not Approve and Authorize the Chair to Execute FDEM Contract No. H0982 Accepting

- Funding for Phase I of Project No. 4486-123-R, Boston Highway Erosion Control
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. FDEM Contract No. H0982 Accepting Funding for Phase I of Project No. 4486-123-R,
Boston Highway Erosion Control

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Jefferson County
PROJECT #:	4486-123-R
PROJECT TITLE:	Jefferson County, Boston Highway, Erosion Control
CONTRACT #:	H0982
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Shannon Metty Interim County Manager/Planning Official 445 West Palmer Mill Road Monticello, Florida 32344

Enclosed is your copy of the proposed contract/modification between **Jefferson County** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 347-2437 or email me at Gabrielle.Garofalo@em.myflorida.com.

Agreement Number: H0982
Project Number: 4486-123-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>Jefferson County</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>NMBJJVXNEHS6 / 596000690</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>March 10, 2023</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through June 30, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$41,798.55</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$43,773.15</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$43,773.15</u>
Federal award project description (see FFATA):	<u>Erosion Control</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Gabriella.Garofalo@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Gabriella Garofalo
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: (850) 347-2420
Email: Gabriella.Garofalo@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Shannon Metty
Interim County Manager/Planning Official
445 West Palmer Mill Road
Monticello, Florida 32344
Telephone: (850) 342-0223
Email: smetty@jeffersoncountyfl.gov

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$41,798.55**.

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

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

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

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

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

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

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

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

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

(14) LIABILITY

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

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

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

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

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

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

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

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

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

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

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

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

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

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

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

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

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

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(23) LOBBYING PROHIBITION

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

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

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

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

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

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

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: JEFFERSON COUNTY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 41,798.55**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses (Erosion Control)
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve erosion control of Boston Highway in Monticello, Jefferson County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-123-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Jefferson County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements to mitigate erosion, located at 1500 Boston Highway, Monticello, Florida, 32344. Coordinates (30.5778695, -83.8560578).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall propose erosion control activities that include replacing the existing 36-inch corrugated metal pipe with a 42-inch reinforced concrete culvert pipe with concrete headwalls on both ends of the pipe to stabilize the grass shoulder, preventing future runoff erosion. Boston Highway serves as a critical evacuation route out of the City of Monticello, and the continuing erosion shall further compromise the culvert piping and the integrity of the road, which shall eventually cause the road to collapse. The proposed erosion control shall reduce future runoff erosion and prevent culvert and road failure, ensuring the Boston Highway continues serving the community.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, erosion control/flooding study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the erosion control for stability. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and any study and/or completed information to identify the risk of total failure if the project is not implemented and the effects, in terms of damage reduction, at the level of protection the project is designed to protect. Losses before and after mitigation may include structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented.
- b) Construction Plans / bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

- h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly

shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the erosion control to mitigate the erosion of Boston Highway, Monticello, Florida 32344.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The City shall submit any study and/or completed information to identify the risk of total failure if the project is not implemented and the effects, in terms of damage reduction, at the level of protection the project is designed to protect. Losses before and after mitigation may include structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-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 federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.

- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-123-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on March 10, 2023; with a Pre-Award date of January 1, 2022, this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 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 Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3 Months
Bidding / Local Procurement:	2 Months
Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted to FDEM:	2 Months
Total Period of Performance:	15 Months

BUDGET**Line Item Budget***

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$26,092.00	\$23,482.80	\$2,609.20
**Pre-Award:	\$17,791.00	\$16,011.90	\$1,779.10
Initial Agreement Amount:	\$43,883.00	\$39,494.70	\$4,388.30
***Contingency Funds:	\$2,194.00	\$1,974.60	\$219.40
Project Total:	\$46,077.00	\$41,469.30	\$4,607.70
****SRMC			
SRMC:	\$2,303.85	\$2,303.85	
SRMC Total:	\$2,303.85	\$2,303.85	

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

This project has a Pre-Award, approved by FEMA in the amount of \$17,791.00 project costs with a start date of **January 1, 2022.

*** **This project has an estimated \$2,194.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$2,303.85 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$41,469.30	(90.00%)
Non-Federal Share:	\$4,607.70	(10.00%)
Total Project Cost:	\$46,077.00	(100.00%)
SRMC (100% Federal)	\$2,303.85	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) 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 (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Jefferson County

REMIT ADDRESS: 450 West Walnut Street

CITY: Monticello STATE: FL ZIP CODE: 32344

PROJECT TYPE: Erosion Control PROJECT #: 4486-123-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0982

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90 %	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Jefferson County PAYMENT #: _____
PROJECT TYPE: Erosion Control PROJECT #: 4486-123-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0982

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					<i>TOTAL</i>

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: JEFFERSON COUNTY

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Jefferson County PROJECT #: 4486-123-R
PROJECT TYPE: Erosion Control CONTRACT #: H0982
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Jefferson County
Sub-Recipient's Name

H0982
DEM Contract Number

4486-123-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-123-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 41,798.55

OBLIGATION/ACTION DATE: March 10, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: NMBJJVXNEHS6

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements to mitigate erosion, located at 1500 Boston Highway, Monticello, Florida, 32344. Coordinates (30.5778695, -83.8560578).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall propose erosion control activities that include replacing the existing 36-inch corrugated metal pipe with a 42-inch reinforced concrete culvert pipe with concrete headwalls on both ends of the pipe to stabilize the grass shoulder, preventing future runoff erosion. Boston Highway serves as a critical evacuation route out of the City of Monticello, and the continuing erosion shall further compromise the culvert piping and the integrity of the road, which shall eventually cause the road to collapse. The proposed erosion control shall reduce future runoff erosion and prevent culvert and road failure, ensuring the Boston Highway continues serving the community.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

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

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

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

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

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

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

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

JEFFERSON COUNTY PLANNING DEPARTMENT

445 W. PALMER MILL ROAD - MONTICELLO, FLORIDA 32344
Phone (850) 342-0223 - Fax: (850) 342-0225



APPLICATION for NEW (or Change) STREET/ROAD NAME

Planning Department staff submits this form when new street names are created as part of any development application, including when required for issuance of new 911 addresses. No fee required for initial (new) street name.

Subdivision Name (if applicable):

New Street name(s) requested:

N/A
Bellamy Road N.
(Option #1)

(Option #2)

(Option #3)

REQUEST STREET NAME CHANGE*

The undersigned have agreed to change the name of the street from DOKE ROAD to:

~~Bellamy Rd or Cir~~
(Option #1)

(Option #2)

Bellamy Farm Road
(Option #3)

(Circle Approved Name Above)

Include signatures of all property owners with direct access to road below (If more room for signatures is needed please continue on the back of this sheet and/or attach additional sheets as necessary):

Willie Bellamy
Printed Name

Willie Bellamy
Signature

JANNIE M. Bellamy
Printed Name

Jannie M Bellamy
Signature

Joseph L. Bellamy Sr.
Printed Name

Joseph L. Bellamy Sr.
Signature

Josephine B. Davis
Printed Name

Josephine B. Davis
Signature

JOHN Bellamy
Printed Name

John Bellamy
Signature

FREEMAN BARNES
Printed Name

Freeman Barnes
Signature

Alberta Bellamy Barnes
Printed Name

Alberta Bellamy Barnes
Signature

Johnny Green
Printed Name

Johnny Green
Signature

James L Bellamy
Printed Name

James L Bellamy
Signature

*A Name Change will require a \$150.00 fee payable to: Jefferson Board of County Commissioners

Return this form to Planning Department with fee payment. If you have any questions please call 342-0223.

Planning Official Approval

Signature

Date

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RENAMING DOKE ROAD TO BELLAMY FARM ROAD; PROVIDING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a street/road name change has been filed by all the property owners with direct access to Doke Road, which is located in unincorporated Jefferson County, to change the road name to Bellamy Farm Road; and

WHEREAS, said unplatted roadway known as Doke Road, which is proposed to be renamed, commences at its intersection with Rabon Road and runs for about .68 miles before terminating in a dead end; and

WHEREAS, pursuant to Section 336.05, Florida Statutes, and Section 10-135 of the Jefferson County Code of Ordinances, the Jefferson County Board of County Commissioners (“Board”) is authorized to name and rename streets and roads, except state roads designated by number by the department, lying outside the boundaries of any incorporated municipality; and

WHEREAS, the Jefferson County Planning Department, serving as the E911 Coordinator has reviewed the change of street/road name application and found that Bellamy Farm Road does not conflict with or duplicate the name of existing roadways within the E911 system; and

WHEREAS, the Board finds it in the public interest to approve the requested street/road name change application.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Jefferson County, Florida, that:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. STREET/ROAD NAME CHANGE.

(A) The Board hereby approves the application and does change the name of the identified roadway previously known as Doke Road, which commences at its intersection with Rabon Road and runs for about .68 miles before terminating in a dead end, to Bellamy Farm Road and said road is hereby renamed consistent with the provisions of Section 336.05, Florida Statutes, and Section 10-135 of the Jefferson County Code of Ordinances.

(B) The Planning Department shall amend the official E911 county road map to reflect the approved change of street/road name. A copy of this Resolution shall be provided to the property owners along the renamed road, the Jefferson County Sheriff’s Office, the US Post Office, and any other interested party.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon its approval.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chair

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq., County Attorney

Member	Position	Term End Date
Commissioner Chris Tuten	Board of County Commissioners Chairperson or Designee	December 31, 2027
Council Member Gloria Cox	Elected Municipal Official	December 31, 2026
Council Member Troy Avera	Elected Municipal Official	December 31, 2025
Pat Inmon	Owner/Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations	December 31, 2027
Arun Kundra	Owner or Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations	December 31, 2024
Davis Revell	Owner or Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations	December 31, 2025
Michelle Arceneaux	Tourist Industry or Demonstrated Interest in Tourist Development	December 31, 2027
David Ward	Tourist Industry or Demonstrated Interest in Tourist Development	December 31, 2024
Tony Hogg	Tourist Industry or Demonstrated Interest in Tourist Development	December 31, 2025

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 146 (ASHVILLE HIGHWAY) WIDENING AND RESURFACING PROJECT; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the construction and inspection to widen and resurface approximately 2.420 miles of CR 146 (Ashville Highway) from St. Margaret Church to Bassett Dairy Road (the “Project”); and

WHEREAS, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 448605-1-54-01 for costs directly related to the Project; and

WHEREAS, Jefferson County finds it’s in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$1,651,786.00 to fund the Project; and

WHEREAS, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Supplemental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Jefferson County, Florida as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. APPROVAL OF AGREEMENT. The attached “State-Funded Grant Agreement” for CR 146 (Ashville Highway) Widening and Resurfacing, Financial Project No. 448605-1-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA**

Chris Tuten, Chair

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.

ATTACHMENT A
AGREEMENT