

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
DEBRIS MONITORING SERVICES
RFP 2023-03**

RFP ADVERTISE DATE: February 27, 2023

RFP RELEASE DATE: February 27, 2023

RESPONSES DUE DATE AND TIME: April 17, 2023 @ 3:00 P.M.

MAIL OR DELIVER RESPONSES TO:

(hand-delivery or express mail services)

Jefferson County Board of County Commissioners

ATTN: RFP 2023-03

450 W. Walnut St.

Monticello, FL 32344

Contact:

COUNTY MANAGER'S OFFICE

Shannon Metty

450 W. Walnut St.

Monticello, FL 32344

850-342-0223

smetty@jeffersoncountyfl.gov

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INTENT AND GENERAL INFORMATION

Jefferson County, Florida through Requests for Proposals No. 2023-03, is soliciting proposals from qualified debris monitoring firms or individuals with the required expertise and capability to perform the services needed to support removal of debris from public rights of way and property, monitor debris reduction and disposal sites, and provide roving monitors to assure that debris removal is effectively and efficiently implemented and documented in accordance with Federal Emergency Management Agency (FEMA) guidelines (“the Services”). The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the proposal process of Jefferson County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Manager’s Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/times will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer’s own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **February 28, 2023 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the County manager’s Office at 450 W. Walnut St., Monticello, FL 32344. (Microsoft Word

versions of all appendices can be requested from the County manager's Office). Proposals received after this date and time will not be considered and shall be returned unopened.

- **Jefferson County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Jefferson County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County manager's Office at 850-997-3083 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFP and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-997-3083. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	February 27, 2023
Release of Request for Proposals	February 27, 2023
Questions Due from Prospective Bidder	March 20, 2023
Responses to questions due	March 27, 2023
PROPOSALS DUE TO BOCC	April 17, 2023 @ 3:00 P.M.
Oral Presentations (if needed)	Week of May 1, 2023
Posting of Intended Award	May 8, 2023
Contract Negotiations Begin	May 8, 2023
BOCC Consideration of Final Award/Contract	June 15, 2023

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Shannon Metty, County manager, at smetty@jeffersoncountyfl.gov.

Questions and responses will be posted on the County's Website and, if necessary, an Addendum or Addenda will be issued.

- 1.2 Respondents will be notified of the County's desire to enter additional discussions and hear an oral presentation of proposed solutions, if necessary.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **February 27, 2023** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the County manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s).

SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

3.1 GENERAL SCOPE

- 3.1.1. Jefferson County requires the support of contract debris monitors following a disaster. The contract debris monitors are necessary to support the debris removal from public rights-of- way and public property (or private property where applicable) and monitor the reduction and disposal sites, in addition to roving monitors to assure that the Jefferson County Road Department Debris Management Plan (the Plan), attached hereto as Appendix C, and debris removal contracts are effectively and efficiently implemented.
- 3.1.2. Within 72 hours of notification, the Consultant shall be able to provide adequate number of qualified personnel (all personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States) to monitor 15 debris removal sites and 5 reduction/disposal sites along with associated roving monitors. The Consultant will be required to increase or reduce its staffing from this point depending on severity of debris generating event.
- 3.1.3. The Consultant shall provide all monitors with appropriate personal protective equipment to include but not limited to eye protection, hearing protection, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, State and local requirements.

- 3.1.4. The Consultant shall provide a mandatory debris monitor training session for all its supervisors and monitors prior to the start of the first shift.
- 3.1.5. The Consultant shall provide all transportation and communication equipment necessary to remain in contact with County and Consultant Staff, and all required logistical support.
- 3.1.6. Immediately following the storm, Consultant will establish points of contact with debris removal contractors, geographically divide Jefferson County by zone identified in the Plan, assign contractors to zones at the direction of the County, and identify temporary disposal staging and reduction (TDSR) sites.
- 3.1.7. The Consultant will establish a Debris Management Center located at 1484 South Jefferson St., as set forth in the Plan, to include Call Center Hotline for public information. If necessary, the County will assist the Consultant in obtaining a location to establish a Debris Management Center outside of Jefferson County.
- 3.1.8. All monitoring will be done in compliance with FEMA Guidelines and will abide by all Jefferson County Emergency Management Requirements, including the Plan.
- 3.1.9. The Consultant shall reference FEMA procedures to ensure the company is familiar with FEMA requirements prior to beginning work. In particular, the Consultant will be guided by the FEMA Public Assistance Debris Monitoring Guide of March 2021 (or a later version should one be published and effective at date and time services are provided.) presently located on-line at https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf.
- 3.1.10. All monitors shall have GPS capability for the purpose of recording exact locations of debris removal and validating the progress of debris removal; ex: ...documenting a street is cleared on a last pass.
- 3.1.11. The Consultant shall implement a conflict resolution process which shall be incorporated into contracts for debris removal. When the Consultant hires personnel, Consultant shall include specific performance measures included in the termination clause of the laborer's contract. The documentation for reimbursement should include the following list of documents:
- Personnel, assignment, duties, and responsibilities;
 - timesheets
 - debris monitoring reports;
 - debris totals (CY and tonnage)

- DMS reports
- Exception reports (when debris monitoring reveals problems with debris operations)
- Truck/Trailer Certification reports, including photographic evidence;
- Geographic information system (GIS) planning and progress reports;
- Any necessary evaluations of historic and/or environmentally sensitive areas;
- Debris progress reports;
- Safety report.

This list is not all inclusive, the County, may, from time to time require additional documentation.

3.2. LOADING SITE MONITORING SERVICES

3.2.1. The function of the Load Site Monitors is to issue debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center.

3.2.2. Consultant shall within 72 hours be prepared to provide qualified on site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout Jefferson County. Additional sites may be added as debris removal efforts increase. Each loading site will operate up to 14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by County Debris Manager in coordination with the debris removal contractor.

- a. Urban Area Monitoring Sites - Consultant will provide minimum of one (1) Load Site Monitor per crew or loader depending on the type of mechanical equipment utilized. Load tickets will be issued in accordance with established procedures and as a minimum must contain a street address and GPS coordinates. The volume of debris hauled will be estimated at the reduction/disposal site by the Disposal Site Monitor.
- b. Citizen Drop-off Sites - Consultant will have Load Site Monitors stations at each citizen drop-off site being operated by the debris removal and disposal Consultant. Citizen drop-off loading sites must be identified by the removal Contractor and coordinated with the County Debris Management Operations Center the day before. A minimum of one Load Site Monitor will be stationed at the actual loading site and will issue a load ticket to each driver in accordance with established procedures that validates where the material originated and that it is eligible for pickup. The load ticket must contain a street address and GPS coordinates. The volume of debris hauled will be estimated at the disposal site by the Disposal Site Monitor.

3.2.3. Consultant shall provide all management, supervision, labor, transportation, safety and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, rights-of-way, and public property within Jefferson County.

3.2.4. Consultant shall provide a minimum of one Loading Site Monitors per site per day for a 12- 14 hours shift.

3.3. DEBRIS REDUCTION/DISPOSAL SITE MONITORING SERVICES

3.3.1. The function of the Reduction/Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to the reduction/disposal site for processing, storage and disposal. A shift may be up to 14 hours.

3.3.2. Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet high.

3.4. ROVING DEBRIS MONITOR SERVICES

3.4.1. The function of the Roving Debris Monitors is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in Jefferson County.

3.4.2. Consultant shall provide at least one monitor for the north half of the County and one monitor for the southern half of the County to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The roving monitor(s) must be prepared to operate approximately 10 - 12 hours per day, 7 days per week. Additional roving monitors may be required as needed with approval of the County.

3.4.3. Consultant shall provide all management, supervision, labor, transportation and equipment necessary to monitor the operations of the debris removal and disposal Consultant, and shall report all safety violations to the County Project Manager.

3.4.4. Roving Debris Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet or higher.

3.5. OPERATIONAL REQUIREMENTS

3.5.1. General Operating Procedures - The County has hired Contractor(s) to remove and transport disaster debris from the public rights-of-way and public property within Jefferson County to designated debris reduction/disposal sites. Each load of eligible debris shall be tracked using a multi-page load ticket. The Consultant shall provide the load tickets to be used. The following guidance provides the basic procedure for completing

the load tickets. Revised procedures, if necessary, may be established by the Consultant, in coordination with the County, and shall be followed by the Consultant in lieu of the following procedure.

3.5.2. Load Ticket Section 1 - The Debris Load Site Monitor will be responsible for completing the appropriate information on the load ticket. The Load Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Load Site Monitor will maintain a log that contains the information required in the Reporting Section.

3.5.3. Load Ticket Section 2 - The Reduction/Disposal Site Monitor is responsible for completing the remaining sections of the load ticket. The Reduction/Disposal Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section 1 is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1.

The Reduction/Disposal Site Monitor will indicate the name of the debris reduction site and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Debris Reduction/Disposal Site Monitor will sign in the designated block. The Reduction/Disposal Site Monitor will retain one copy of the load ticket and give the remaining copies to the Debris Removal Contractor's representative at the reduction/disposal site. The Reduction/Disposal Site Monitor's copy will be turned into their supervisor at the end of each day. These are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction/disposal site Contractor and to the debris hauling Contractor. The reduction/Disposal Site Monitor will maintain an appropriate log.

3.5.4. Operational Requirements of Roving Monitor(s)

- a. The Roving Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal contractor.
- b. The Roving Monitor(s) will be the "eyes and ears" in the field for the Consultant. Therefore, their observations and reports must be backed up with digital photographs whenever possible.
- c. The Roving Monitor(s) are expected to make multiple visits to all loading sites and disposal sites on a random daily basis.

3.6 REPORTING

3.6.1. The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contract or shall also be responsible for entering all data into a daily and master spread sheet, preferably in Microsoft Office Access, as well as maintaining original load tickets and logs. Daily summaries will be submitted to the County within one day. Additionally, all finalized data and tickets will be provided to the County upon completion of the project.

3.6.2. The Loading Site Monitors will also maintain a daily log including the following information:

- a. Loading Site Monitor's Name
- b. Supervisor's Name
- c. Number of Load Tickets issued during the shift
- d. Starting load ticket # _____ Ending load ticket # _____
- e. Any problems encountered or anticipated
- f. Debris site delivered to

3.6.3. The Reduction/Disposal Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Consultant's supervisor will ensure that the load tickets and log are submitted to the County no later than 10:00 a.m. the following day.

3.6.4. The Reduction/Disposal Site Monitors will maintain a log that contains the following information:

- a. Debris reduction/disposal site location
- b. Reduction/Disposal Site Monitor's Name
- c. Supervisor's Name
- d. Truck/trailer number and volume of debris hauled into the site
- e. Cumulative total of debris delivered at the site during the shift.
- f. Any problems encountered or anticipated

- 3.6.5. The Roving Monitor(s) will be responsible for completing the Debris Removal/Loading Site Monitoring Checklist provided by the County Debris Management Center. Report will be submitted to immediate supervisor on a daily basis.
- 3.6.6. The Roving Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The Supervisor will keep County Debris Manager informed of situations that impact the execution of the debris removal contract.
- 3.6.7. The supervisor will collect all written reports and provide a copy to the County Debris Manager by 5:00 p.m. the following day.
- 3.6.8. The Consultant will provide Monitors with a means of communications (cell phones, radio, etc.) to contact their supervisor or the Debris Management Center in the event of any problems that occur. Monitors should not argue with truck drivers or other personnel. They are advised to wait until a supervisor arrives on site to resolve the problem.

3.7 TRUCK CERTIFICATION

- 3.7.1. Consultant measures, records, and photo documents debris hauling trucks. Truck capacity is data-based. Capacity database drives office data preparation for FEMA project worksheet generation.
- 3.7.2. Trucks are assigned a unique number. If truck is re-measured it must receive a new number. Truck number and capacity are clearly labeled on all trucks retained by Jefferson County to remove debris.
- 3.7.3. Hard and electronic copies of truck certification are filed on behalf of Jefferson County for FEMA and other federal audits.

3.8. BEACH RESTORATION

- 3.8.1. Consultant will assist in the development of a beach restoration program. This includes cost and quality analysis of various sand sources and recovery methods.
- 3.8.2. Consultant will monitor the recovery and screening of debris laden sand, and placement of clean-sand back onto the beach. If more cost effective, Consultant will monitor the transportation of sand from a remote source to restore the beach. Ticketing and documentation will be tailored to Jefferson County's beach re-nourishment contract. Ticketing will be conducted and data-based using the same QA/QC procedures utilized with debris removal monitoring.

- 3.8.3. Documentation of the work will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

3.9. HAZARDOUS TREE REMOVAL

Consultant monitors are trained to identify dangerous hanging limbs, leaning trees and uprooted stumps that present an imminent threat to public health and safety and report the location of same to the County Monitor. The County Monitor will determine and advise if further documentation is required (pictures, measurements, location, etc.)

3.10. DEMOLITION PROGRAMS

- 3.10.1. If necessary, Consultant will work with Jefferson County to implement a demolition program for structures destroyed by an event.
- 3.10.2. Consultant will ensure that all County ordinances are followed and that all necessary documentation is collected and recorded.
- 3.10.3. Contract or will serve as the liaison between demolition contractors, FEMA, building inspectors, and the Florida Department of Environmental Protection. Demolition and debris removal will be monitored according to Jefferson County's contract. The selected company shall coordinate with the County to set up a system of forms to be used in the event of activation of this contract.
- 3.10.4. Documentation of demolition program will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation. The Consultant will provide assistance to the County as needed in completing any and all forms necessary for reimbursement from State or Federal agencies.
- 3.10.5. Consultant will work with Jefferson County and FEMA to identify scopes of work to remove vegetative hazards.
- 3.10.6. Vegetative hazard removal will be monitored according to Jefferson County's contract.
- 3.10.7. Documentation of vegetative hazard removal will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

3.11. RIGHT OF ENTRY WORK

- 3.11.1. Sand recovery, vegetative hazard removal and demolition programs often times require for a County to instruct its contractors to perform work on private property. If this is necessary in Jefferson County, Consultant will:

- a. Manage the administration, mailing and collection of Right of Entry documentation.
- b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
- c. Monitor and document the work for reimbursement and reconciliation purposes.
- d. Serve as Jefferson County's public relations representative on site as working is being performed.

3.12. PUBLIC INFORMATION

- 3.12.1. Consultant will provide the necessary labor and equipment to operate a call center to communicate a consistent message regarding the debris removal progress and programs to Jefferson County residents.
- 3.12.2. Consultant will assist Jefferson County public information staff in preparing public service announcements and other media as necessary.

3.13. REIMBURSEMENT APPEALS

Consultant will assist the County in preparing appeals for any funds that are deemed non-reimbursable by FEMA.

3.14. SAFETY

- 3.14.1. The Consultant's Loading Site Monitors and Reduction/Disposal Site Monitors must wear required safety equipment whenever on the site. The following are mandatory: hard hat, reflective vest, work boots, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.
- 3.14.2. The Consultant will maintain a telephonic contact list at each loading site and reduction/disposal site of the Consultant's supervisor, County Debris Manager, County Debris Management Center and nearest fire, police and emergency medical facilities.
- 3.14.3. The Consultant will ensure that Consultant personnel adhere to the debris reduction site Consultant's safety requirements.

3.15. OTHER CONSIDERATIONS

- 3.15.1. The Consultant shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Consultant's personnel and equipment is the responsibility of the Consultant. Additionally, the Consultant shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 3.15.2. The Consultant must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Consultant shall obtain all permits necessary to complete the work. The Consultant shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County Debris Management Center before commencing work.
- 3.15.3. The Consultant shall be responsible for correcting any notices of violations issued as a result of the Consultant's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.
- 3.15.4. The Consultant shall be responsible for paying any and all costs associated with violations of law or regulation relative to Consultant's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Jefferson County by any regulatory agency or by any third party as a result of noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Consultant, its subcontractors or any other persons, corporations or legal entities retained by the Consultant under this contract.
- 3.15.5. Meetings - The Contract must attend any and all meetings required by County Debris Manager to evaluate the performance of all monitors.
- 3.15.6. Quality Assurance - The Consultant must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract. The work will be closely monitored.
- 3.15.7. Travel - All travel expenses must be incorporated into the hourly rates charged for services. No additional travel or per diem will be paid.
- 3.15.8. Mobilization- The Consultant must indicate the time it will take upon receiving a Notice to Proceed; to fully staff the project .

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Proposer’s name and business address.
 - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed in ink below the signatures.

- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

4.2 Response to the RFP shall be submitted in the format described below:

Proposals must be divided as described below and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

The County reserves the right to seek additional/supplemental representation on specific issues as needed. Proposals should be typed. **No changes in or corrections to Proposals will be allowed after the Proposals are opened.** The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.

The County will not be liable for any costs incurred by Proposer prior to entering a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

PROPOSAL CONSTRUCTION

Proposer will construct its Proposal in the following format as outlined below, and a divider must separate each tab as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM NO. 1)

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match

the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM NO. 2)

This summary should be no more than three (3), front and back, pages. Include Form 2, Qualification Application and Questionnaire. The proposing firm must provide information indicative of experience on other projects of similar complexity that demonstrate successful and reliable experience in past performance within the last seven (7) years as related to this Proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past seven (7) years, including at least two (2) projects involving removal of at least 500,000 cubic yards of debris each. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance

TAB 3 – LETTERS OF REFERENCE (FORM 3)

Include three reference letters from similarly situated communities or local governments dated 2015 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

TAB 4 – KEY STAFF

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the County. Include behind the summary a resume of each staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person). Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. Provide the name and location of the proposed:

- a. Closest office
- b. Principal in charge
- c. Local On Site Project Manager
- d. Data Collection Manager

TAB 5 – APPROACH

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors.

TAB 6 – CAPACITY

Capacity to perform services timely for the County is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities. Provide current obligations of Respondent, including time schedules and staff committed.

TAB 7 – COST FEE SCHEDULE

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up receiving approval from Owner. Proposer may also include additional, optional positions and services.

POSITIONS	HOURLY RATE	HOURS	TOTAL
Project Manager	\$ _____	120	_____
Operation Managers	\$ _____	960	_____
Data Manager	\$ _____	100	_____
GIS Analyst	\$ _____	100	_____
Field Supervisor	\$ _____	400	_____
Debris Site/Tower Monitors	\$ _____	2,000	_____
Collection Monitor	\$ _____	8,600	_____
Data Entry Clerk/Clerical	\$ _____	100	_____

TAB 8 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS

The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
- Form No. 13 E-Verify Certification Form No. 14 Insurance Certification

Form No. 15 Comments on Proposed Contract

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

SECTION 5.0 PROPOSAL OPENING

- 5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by Addendum.

SECTION 6.0 EVALUTION OF PROPOSALS AND SELECTION PROCESS

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County manager.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.

- 6.6 Evaluation of proposals and selection of a monitoring and management firm shall be at the sole discretion of County. The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria:

CRITERIA	Score
1. Organization and Ability of Consultant and Staff	15
2. References on Recent Projects of 500,000 CY or greater	15
3. Relevant Firm Experience (including ROW, C&D/Mixed Debris, marine debris, private property, structure demolition, and vessel removal)	20
4. Project Approach	20
5. Capacity to Respond (few existing pre-event contracts)	15
6. Cost Proposal	15
TOTAL POSSIBLE POINTS	100

- 6.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time, and location of interviews and/or oral presentations, if necessary. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.
- 6.8 The Proposals deemed best by the selection committee shall be presented by the County manager in the form of an Agenda Request to the Jefferson County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County manager.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.

- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, negotiation of a final Contract, and approval of award by the Board of County Commissioners, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Construction and Venue
- 8.4 Contract
- 8.5 Term of the Contract and Termination
- 8.6 Insurance Requirements and Bond Requirements
- 8.7 Non-Appropriation of Funds
- 8.8 Authority to Piggyback

8.1 Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Jefferson Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the “Parties”), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount

of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or **SOW** means the scope of work and/or services.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer

shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.3 Construction and Venue

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Jefferson County, Florida, United States.

8.4 Contract

- 8.4.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.
- 8.4.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 15 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

8.5 Term of the Contract and Termination

- 8.5.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for an initial term of one (1) year, with four (4) optional renewal terms of one (1) year each.

8.5.2 The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.6 Insurance Requirements and Bond Requirements

8.6.1 General Provisions

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the County a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the County's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the County, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

8.6.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The County, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.

8.6.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

8.6.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the County must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the County and the County's officers, employees, and volunteers for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

8.6.5 Insurance Certificate Requirements

8.6.5.1. The CONSULTANT shall provide the County with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.

8.6.5.2. The CONSULTANT shall provide to the County a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

8.6.5.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

8.6.5.4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of

Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.

8.6.5.5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

8.6.5.6. The County shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

8.6.5.7. The County shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.

8.6.5.8. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Jefferson County Bocc

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as respects to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the County confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The County reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the CONSULTANT's insurance company or companies and the County's Risk Management office, as soon as practical.

8.7 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Consultant or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Consultant or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Consultant will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Consultant shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

REQUEST FOR PROPOSALS RFP 2023-03 FOR:

Emergency Debris Monitoring Services

Advertisement Begin Date: March 1st, 2023.

Bids Due Date/Time: April 17th, 2023, @ 3:00 p.m. EST

The Jefferson County Board of County Commissioners (“County”) is seeking bids from qualified debris monitoring firms or individuals with the required expertise and capability to perform the services for Emergency Debris Monitoring Services.

The Project consists of removal of debris from public rights of way and property, monitor debris reduction and disposal sites, and provide roving monitors to assure that debris removal is effectively and efficiently implemented and documented in accordance with Federal Emergency Management Agency (FEMA) guidelines.

Sealed proposals for the above-described project will be received at the **Jefferson County Manager’s Office, Attn: Shannon Metty, 450 West Walnut Street, Monticello, Florida 32344, until April 17th, 2023 @ 3:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete Request for Proposals (RFP) package, which contains additional information regarding this solicitation and instructions related to submitting a bid, from the Jefferson County website at www.jeffersoncountyfl.gov or by contacting the County Manager’s Office at:

Shannon Metty
smetty@jeffersoncountyfl.gov
(850) 342-0223

All inquiries and requests for clarification concerning the RFP shall be submitted in writing and in accordance with the RFP. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call Shannon Metty at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact Shannon Metty via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered by and between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and _____ a _____, headquartered at _____, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____, on the date last written by the Parties below.

WHEREAS, COUNTY requires certain professional services in connection with the ongoing provision of _____; and

WHEREAS, COUNTY issued RFP # _____ on _____ seeking interested firms for the provision of _____, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONSULTANT was selected pursuant to this RFP # _____, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term.

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2 The term of this Agreement shall commence on the date signed by last Party below and continue for an initial term of one (1) year, unless otherwise terminated as provided herein.

1.3 This Agreement is subject to up to four (4) renewal terms of one (1) year each. At the conclusion of any term at which a renewal term remains available, such renewal term will automatically take effect, subject to the same terms and conditions set forth herein, unless the County has terminated this Agreement as provided herein.

2.0 Scope of Services, Performance Schedule.

2.1 CONSULTANT shall perform the services set forth in Section 3.0 of RFP # _____.

2.2 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each

SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONSULTANT is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONSULTANT recognizes that the COUNTY may employ several different CONSULTANTs to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.4 When the CONSULTANT and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Project Fee schedule: [insert fee schedule].

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONSULTANT's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

County manager or Designee
Jefferson County
450 W. Walnut Street
Monticello, FL 32344
Phone: (850) 342-0223
Fax: N/A
smetty@jeffersoncountyfl.gov
rlong@jeffersoncountyfl.gov

3.1.4 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursables.

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

- Overnight Deliveries
- Reproduction
- Sub-Contractor
- Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Jefferson County)

3.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Jefferson County to the Jefferson County line).

3.2.4 All Reimbursable Expenses, including subcontractors, if any, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs, if any, shall be reimbursed in accordance with Section 112.061, Florida Statutes.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the _____ offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the County a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the County's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the County, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

4.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The County, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.

4.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

4.4 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the County must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the County and the County's officers, employees, and volunteers for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

4.5 Insurance Certificate Requirements

4.5.1. The CONSULTANT shall provide the County with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.

4.5.2. The CONSULTANT shall provide to the County a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

4.5.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

4.5.4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.

4.5.5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

4.5.6. The County shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

4.5.7. The County shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.

4.5.8. The title of the Agreement, Bid/Contract number, event dates, or other

identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Jefferson County Board of County Commissioners

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as respects to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the County confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The County reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the CONSULTANT's insurance company or companies and the County's Risk Management office, as soon as practical.

5.0 Standard of Care.

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.1.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its subcontractors, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.

23.0 Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONSULTANT shall be required to cooperate with the COUNTY and other contractors and consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

25.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [INSERT TELEPHONE, EMAIL AND MAILING ADDRESS OF COUNTY CUSTODIAN].

26.0 Access and Audits.

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Jefferson County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to COUNTY: [TO COME]

As to CONSULTANT: [TO COME]

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 Service of Process.

As to COUNTY: Chairman of the Board of County Commissioners
Jefferson County Florida
435 West Walnut Street
Monticello, Florida 32344

As to CONSULTANT: [TO COME]

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the Jefferson County Manager, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0. Appropriations.

31.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.2 CONSULTANT acknowledges that all funding for the Services outlined in Section 2.0 hereto will be provided by federal funding awarded to Jefferson County through FEMA's Public Assistance Program or other state or federal disaster relief funding and as such, all payments due to CONSULTANT are dependent and contingent on the COUNTY's receipt of grant reimbursements from FEMA.

32.0 Liquidated Damages. The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of _____ per day.

33.0 Grant Conditions.

33.1 [INSERT ANY]

34.0 Scrutinized Companies. CONSULTANT certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, CONSULTANT understands that this reference allows for termination of this Agreement, at the option of the County, if CONSULTANT is found to have submitted a false certification.

35.0. Federal Provisions. Work issued in an SA under this Agreement may be fully or partially funded by Federal Grant. CONSULTANT agrees to comply with the provisions set forth herein where applicable and require compliance of any subcontractors where applicable.

35.1. General Federal Provisions. Where applicable, in accordance with Federal law, CONSULTANT shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

- a. 2 CFR Part 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR Part 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

35.2. Nondiscrimination Acts and Authorities. For all federally funded SAs, CONSULTANT agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

35.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

35.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion,

national origin, sex, familial status, or disability;

35.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

35.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

35.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

35.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

35.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

35.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

35.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

35.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

35.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

35.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

35.2.13. Title IX of the Education Amendments of 1972, as amended, which

prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

35.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

35.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

35.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded SAs, the CONSULTANT agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

35.3.1. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

35.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

35.3.3. Information and Reports. The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities

and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

35.3.4. Sanctions for Noncompliance. In the event of a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

35.3.5. Incorporation of Provisions. The CONSULTANT will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

35.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded SAs, CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Agreement. The CONSULTANT must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

35.5. Conflict of Interest (2 CFR § 200.112). For all federally funded SAs, the CONSULTANT must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a CONSULTANT is unable, or potentially unable, to render impartial assistance or advice; (ii) A CONSULTANT's objectivity in performing the work is or might be otherwise impaired; or (iii) The CONSULTANT has an unfair competitive advantage.

35.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, CONSULTANT must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

35.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded SAs, the CONSULTANT agrees as follows: (1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT 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 identify, 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 CONSULTANT 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; (2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The CONSULTANT 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; (5) The CONSULTANT 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.; (6) In the event of the CONSULTANT'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 CONSULTANT 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.; (7) CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

35.8. Minority/Women Business Enterprise. For all federally funded SAs, CONSULTANT must take all necessary affirmative steps to assure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to contract award, the CONSULTANT shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

35.9. Procurement of Recovered Materials. For all federally funded SAs, CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

35.10. Environmental and Energy Policies. For all SAs over the micro-purchase threshold, the CONSULTANT and subcontractors and subconsultants will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

35.11. Clean Air Act and Federal Water Pollution Control Act. In all SAs funded in excess of \$150,000, the CONSULTANT shall comply with the Clean Air Act as set forth below.

35.11.1. The CONSULTANT 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).

35.11.2. The CONSULTANT agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

35.11.3. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

35.12. Federal Suspension and Debarment. This Agreement may be covered in part as a

transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONSULTANT is required to verify that none of its subcontractors, 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).

35.12.1. The CONSULTANT 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.

35.12.2. By entering this Agreement, CONSULTANT has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the CONSULTANT 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 State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

35.12.3. CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

35.12.4. Certification Instructions

35.12.4.1. By signing this Agreement, the CONSULTANT, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

35.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

35.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

35.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction

originated.

35.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

35.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

35.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

35.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

35.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

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

35.12.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

35.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). CONSULTANT agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains

Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the SA. The decision to award a SA shall be conditioned upon the acceptance of the wage determination.

35.14. Federal Lobbying. If applicable as set forth in any SA, CONSULTANT who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify 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 of subcontractor 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 CONSULTANT.

35.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). CONSULTANT shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. CONSULTANT is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

35.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable SAs issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, CONSULTANT and all subcontractors and subconsultants are 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.

35.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for an SA meets the definition of “funding agreement” under 37 CFR § 401.2, CONSULTANT may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

35.18. Access to Records and Reports. CONSULTANT will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the CONSULTANT that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts,

transcripts, and copies of such documents. The right also includes timely and reasonable access to the CONSULTANT's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

35.19. Record Retention (2 CFR § 200.33). CONSULTANT will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

35.20. Federal Changes. CONSULTANT will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

35.21. Termination for Default (Breach or Cause). If CONSULTANT does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

35.22. Termination for Convenience. For any SA issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the CONSULTANT shall be paid only for that work satisfactorily performed for which costs can be substantiated.

35.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). CONSULTANT will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

35.24. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue SAs containing Federal funding on a cost-plus percentage of cost basis.

35.25. Trafficking Victims Protection Act (2 CFR Part 175). CONSULTANT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits CONSULTANT from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for CONSULTANT's violating this provision, without penalty.

35.26. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

35.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable SA in substantially the following form:

35.27.1. Buy American Certificate (FAR 52.225-2) CONSULTANT certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. CONSULTANT shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

35.27.2.	Foreign End Products:Line Item No.	Country of Origin
	_____	_____
	_____	_____

35.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

35.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). CONSULTANT and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

35.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of

CONSULTANT and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

35.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the CONSULTANT shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

35.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The CONSULTANT shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

35.32. Never Contract With The Enemy (2 CFR Part 183). For SAs funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, CONSULTANT must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

35.33. Federal Agency Seals, Logos and Flags. CONSULTANT shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

35.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from a resulting contract.

35.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Signature Page Omitted from Solicitation)

JEFFERSON COUNTY ROAD DEPARTMENT



DISASTER DEBRIS MANAGEMENT PLAN 2023

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**NOTE: This plan has NOT been formatted to comply
with the Public Assistance Pilot Program
"Program Guidance for FEMA, State and Local
Officials" FEMA 598/June 2021**

PREFACE

The State of Florida's disaster response system, based on the Federal model, is organized into seventeen Emergency Support Functions (ESFs). Each of the twenty functions is comprised of multiple agencies or organizations which manage and coordinate specific categories of assistance common to all emergency events. ESF #3 "Public Works and Engineering" provides the primary support function for the restoration of public services, roads, and utilities.

The Road Department is the lead agency responsible for disaster debris removal on essential transportation routes and for coordinating the permanent removal and disposal of all debris from public property and rights-of-way within unincorporated Jefferson County (County). This Storm Debris Management Plan (Plan) provides the steps required to plan, respond, and recover from a disaster event.

Jefferson County Public Works is responsible for emergency debris removal on essential transportation routes as identified in the Emergency Support Function (ESF) 3, to the County Comprehensive Emergency Management Plan (CEMP).

The Road Department recognizes the cooperation from the other County departments and agencies identified in this Plan. Your understanding of the importance of having a coordinated Plan in place prior to a natural disaster will contribute to the safety and wellbeing of all residents of the County.

Tom Kisamore
Superintendent
Jefferson County Road Department

Jefferson County Road Department Disaster Debris Management Plan

SECTION I: OBJECTIVES

This Plan identifies the actions required to plan for and respond to a natural or man-made debris-generating event. It is designed to identify local, State, and Federal departments and agencies responsible for debris operations with respect to executing a coordinated response to a major debris-generating event. The Road Department recognizes the importance of having a coordinated Plan in place that will contribute to the safety and wellbeing of all residents of the County and the importance of cooperation from the other County departments and agencies identified in this Plan.

The County Debris Manager will direct and coordinate Debris Clearing Operations (Phase I) and Debris Removal and Disposal Operations (Phase II) utilizing personnel and equipment from County departments, mutual aid providers, and private debris removal and disposal contractors.

The County Debris Manager will be responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to County maintained street rights-of-way throughout the County in consultation with other County departments and State and Federal agencies. This approach will ensure a seamless and efficient cleanup operation.

A County Debris Management Operations Center (DMOC) will operate as a unified organization under direct control of the County Debris Manager. All debris clearing, removal, and disposal operations within the County will be directed and coordinated by a joint DMOC staff located at 1484 South Jefferson Street, Monticello.

1. AUTHORITY

This Plan is developed, promulgated, and maintained under Emergency Support Function 3 (ESF 3), Public Works to the County Comprehensive Emergency Management Plan (CEMP).

2. DEBRIS MANAGEMENT PLAN KEY PARTICIPANTS

Operation Manager (OM)	Consultant
Public Information Officers	Diana Bullock
Liaison Officers	Brenda McDonald
Safety Officer	Tammy Russell
Operations Chief	Tom Kisamore
Project Management / Engineering	Consultant
County Debris Manager (DM)	Robbie Slack
Planning Chief	Diana Bullock
Progress Tracking & Reporting	Consultant/Contractor
Data & Information Management	Consultant/Contractor
Technical Specialists	Consultant/Contractor
Logistics Chief	Consultant/Contractor
Communications	Tom Kisamore
Supplies and Equipment	Jefferson County Road Department
Contracting and Procurement	County Manager's Office
Finance & Administration Chief	Clerk of Court
Contractor Payments/ Invoicing	County Manager's Office
FEMA/ FHWA Claims Management	Consultant/District DOT staff
Internal Budget Accounting Systems	County Manager's Office
Federal	FEMA Region IV U.S. Army Corps of Engineers

Table 1 - Key Personnel

SECTION II: EXPLANATION OF TERMS

Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.

A glossary that provides definitions of common terms used herein that are associated with the management of debris and a comprehensive listing of acronyms and abbreviations used in this plan is provided below.

1. LIST OF ACRONYMS

AFP	Application for Payment
APWA	American Public Works Association
C&D	Construction & Demolition Debris
CEMP	Comprehensive Emergency Management Plan
CSU	Central Service Unit
DM	Debris Manager (County)
EOC	Emergency Operations Center
ESF	Emergency Support Function
ESF/HQ	Emergency Support Function 3 Headquarters
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHP	Florida Highway Patrol
FDEM	Florida Division of Emergency Management
GHC	Governor's Hurricane Conference
H&S	Health & Safety
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command Staff
NEMA	National Emergency Management Association
NHC	National Hurricane Conference
NIMS	National Incident Management System
OM	Operations Manager (Consultant)
PIO	Public Information Officer
PW	Project Worksheet
QA	Quality Assurance Monitor
ROE	Right-Of-Entry
ROW	Right-Of-Way
SOP	Standard Operating Procedures
SWD	Solid Waste Department
TDSRS	Temporary Debris Storage & Reduction Site
USACE	US Army Corps of Engineers

2. DEFINITIONS

Burning - Reduction of woody debris by controlled burning. Woody debris can be reduced in volume by approximately 95% through burning. Air curtain burners are recommended because they can be operated in a manner to comply with clean-air standards.

Chipping or Mulching - Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75%, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.

Construction, Demolition and Land-Clearing Wastes - Any type of solid waste resulting from land-clearing operations, the construction of new buildings or remodeling structures, or the demolition of any building or structure.

Debris - Scattered items and materials that were broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

Debris Clearance - Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal Contractor(s) Oversight Team - The Debris Removal Contractor(s) Oversight Team (DCOT) is organized to provide oversight of private Debris Removal Contractor(s) involved with debris clearing, removal, and disposal operations. The team consists of Roving Monitors, Load Site Monitors, and Disposal Site Monitors.

Debris Removal - Picking up debris and taking it to a temporary storage site or permanent landfill.

Final Debris Disposal - Placing mixed debris and/or residue from volume reduction operations into an approved landfill.

Force Account Labor - In this context, State, tribal or local government employees engaged in debris removal activities within their own jurisdiction.

Garbage - Waste that is normally picked up by a designated department such as the Department of Solid Waste or a Contractor. Examples: food, plastics, etc.

Hazardous Waste - Any waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
 - 1) Toxic,
 - 2) Flammable,
 - 3) Corrosive; and/or
 - 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- 1) Toxic,
- 2) Flammable,
- 3) Corrosive and/or

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4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Hot Spots - Illegal dumpsites that may pose health and safety threats.

Illegal Dumping - Dumping garbage and rubbish, etc., on open lots is prohibited. No garbage, refuse, abandoned junk, solid waste or other offensive material shall be dumped, thrown onto, or allowed to remain on any lot or space within the County.

Industrial Waste - Any liquid, gaseous, solid, or other waste substance, or a combination thereof resulting from any process of industry, manufacturing, trade, or business or from the development of any natural resources.

Monitoring - Actions taken to ensure that a Contractor complies with the contract scope of work.

Mutual Aid Agreement - A written understanding between communities, states, or other government entities delineating the process of providing assistance during a disaster or emergency. (See Response and Recovery Directorate Policy Number 9523.6, "Mutual Aid Agreements for Public Assistance", dated August 17, 1999).

National Response Framework - A document that describes the mechanism and structure by which the Federal government mobilizes resources and conducts activities to address the consequences of any major disaster or emergency that overwhelms the capabilities of State and local governments.

Public Information Officer - Public Information Officer (PIO) is responsible for preparing news releases pertaining to the debris cleanup operation.

Recycling - The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value. Examples of recyclable material are shown below:

- Aluminum cans
- Steel (tin) cans
- Newspaper
- Glass
- Plastic
- Cardboard
- Office paper
- Mixed paper

Rights-of-Way - The portions of land over which facilities, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping may be charged accordingly. Also, may be used to determine the quantity of debris picked-up and hauled.

Sweeps - The number of times a Contractor passes through a community to collect all disaster-related debris from the rights-of-way. Usually limited to three passes through the community.

Temporary Debris Staging and Reduction (TDSR) Site - A location where debris is temporarily staged until it is sorted, processed, and reduced in volume and/or taken to a permanent landfill. Also referred to as debris management sites.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Trash - Non-disaster related waste such as yard waste, white metals, or household furnishings placed on the curbside. Non-disaster related trash is not eligible for reimbursement under FEMA's Public Assistance Program. Not synonymous with garbage.

United States Army Corps of Engineers (USACE) - Federal agency responsible for design and management of construction projects for the Army and Air Force and provides oversight to various flood control and navigation projects. The USACE may be tasked by FEMA to manage Debris removal and disposal private contractor operations.

Jefferson County Road Department Disaster Debris Management Plan

Volume Reduction Operations - Any of several processes used to reduce the volume of debris brought to a temporary debris storage and reduction site. It includes chipping and mulching of woody debris, shredding and/or baling of metals, air curtain burning, etc.

White Metals - Household appliances such as refrigerators, washers, dryers, and freezers.

SECTION III: DEBRIS MANAGEMENT

1. GENERAL

One of the primary functions of this Plan is to clearly delineate a basic organization and assign specific responsibilities. The Jefferson County Road Department is the lead agency and has primary responsibility for the restoration of the public infrastructure following a disaster. Jefferson County Solid Waste is responsible for emergency debris clearance of essential transportation routes and other critical public facilities based upon the Critical Facilities List as determined by the County's Emergency Operations Center (EOC) staff. Additionally, the Road Department is responsible for the removal of debris from all of the County's rights of way after the initial clearance of debris from essential transportation routes. Debris Removal Contractor(s) may be utilized to assist with either of these primary tasks.

Jefferson County Solid Waste is a supporting agency responsible for overall coordination of the Temporary Debris Staging and Reduction Sites (TDSRS) and debris staging, processing, and disposal activities within unincorporated Jefferson County. The Road Department will coordinate with and support Solid Waste in the staging, processing, and disposal of all disaster-related debris from public property.

During the conduct of debris operations, many issues will arise that are not specifically mentioned in this Plan. However, responsibilities are sufficiently defined so that unexpected issues can be assigned and resolved efficiently.

2. PURPOSE

This Plan provides organizational structure, guidance, and standard operating procedures for the clearance, collection, staging, processing, and disposal of disaster debris following a Debris-generating event (e.g. hurricane). It is organized to:

- Establish the most efficient and cost-effective methods to address disaster debris
- Operations.
- Expedite disaster debris operational efforts that provide visible signs of response and recovery in order to alleviate the threat to public health, safety and welfare.
- Encourage interlocal and inter-agency relationships by planning and communicating with local, State and Federal agencies involved with disaster debris management operations.
- Oversee and implement private sector debris operations contracts in order to enhance disaster recovery operations.

3. ASSUMPTIONS

This Plan is based on the following assumptions:

- A major natural disaster that will require the removal of disaster debris from public or private lands and waters will occur at some point in the future.
- The quantity of debris resulting from a major natural disaster will exceed the Road Department and Solid Waste's operational capabilities.
- Solid Waste has pre-event contracts for additional resources to assist with debris management, clearance, collection, staging, processing, and disposal operations.
- The Governor will declare a State of Emergency that will authorize State resources to assist in removal and disposal of disaster related debris.
- The Governor will request a Presidential Disaster Declaration when the disaster recovery is anticipated to exceed both local and State resources.

Jefferson County Road Department Disaster Debris Management Plan

4. NATIONAL INCIDENT COMMAND SYSTEM (NIMS)

This plan and the Debris Management Operations Center (DMOC) concept support the County's NIMS organization as shown in Figure 1 below

5. DEBRIS MANAGEMENT OVERVIEW

The Director of the County Division of Emergency Management will notify the County Departments and other agencies when notice is warranted of an impending disaster event. Personnel assigned to ESF 3 will establish a presence at ESF 3 headquarters located at 1484 South Jefferson Street, Monticello await further instructions from the ESF 3 Incident Commander (IC). All ESF 3 staff should be knowledgeable in their specific duties, responsibilities and SOPs identified in the CEMP, and this Plan. ESF 3 will employ an Incident Command Structure for all post disaster situations.

During and/or following the event, the Road Department Superintendent will be the County ESF 3 Incident Commander (IC). He or she will be responsible for establishing and staffing the Incident Command Facility at ESF 3 Headquarters. The ESF 3 IC will exercise daily operational control of the ESF 3 Incident Command Staff (ICS) and:

- Keep the Jefferson County manager and Board of County Commissioners briefed on the status of the debris clearing, removal, storage, and processing and disposal operations.
- Assure that Jefferson County is represented at meetings with other government and Private agencies involved with the debris management operations.

The Incident Commander will assign an ESF 3 Coordinator to the EOC. With respect to debris removal operations, the ESF 3 Coordinator will have responsibility for coordinating with other EOC assigned personnel, handling debris clearance and cleanup requests involving Road and Solid Waste Department personnel and equipment. (See Figure 1) Actions will also focus on coordination with Duke Energy, Tri-City and Talquin Electrical Cooperatives, other County, State and Federal resources (e.g., Jefferson County Sheriff, FHP, FEMA, FDOT, etc.), reviewing Debris Zone progress and initial debris clearance from public roadways and critical facilities. The ESF 3 Coordinator will keep the EOC representatives informed of cleanup progress and any problems encountered or expected.

The Debris Monitoring Consultant will appoint an Operations Manager (OM). The OM, utilizing an incident command structure, will coordinate the Actions necessary to perform debris emergency clearance, collection, storage, processing, and disposal operations.

The OM will be supported by a combined debris management staff made up of personnel from the Road and Solid Waste Departments, other supporting departments, and the County's Debris Removal Contractor(s). This organization will be referred to as the Debris Management Operations Center (DMOC) staff and will be located at ESF 3 HQ and/or other mobile field office(s).

The figures presented on the following pages represent the ESF 3 Organization based on **NIMS** required Incident Command System structure.

6. DEBRIS MANAGEMENT OPERATIONS CENTER

Road Department is responsible for emergency debris clearance of essential transportation routes and other critical public facilities. The Solid Waste Department is responsible for locating and staffing a Debris Management Operations Center (DMOC) that provides a physical location where selected County staff will work to resolve primary debris-related issues that normally arise during debris cleanup operations. The DMOC is organized to provide a central location for the coordination and control of all debris management requirements. The DMOC will be located at ESF 3 Headquarters, 1484 South Jefferson Street, Monticello.

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The DMOC staff will be under the direction of the County Debris Manager (DM). The County Debris Manager's actions may include the following:

- Making recommendations for County and private contractor work assignments and priorities based on the County's Primary Disaster Debris Zones (Primary Zones). Figure 6 contains a map showing the boundaries of the Primary Zones.
- Reporting on debris removal and disposal progress and preparing status briefings.
- Providing input to the County PIO on debris removal and disposal activities for dissemination to the public.
- Coordinating debris issues affecting the County with local municipalities and adjacent Counties.
- Coordinating County debris removal and disposal operations with County and State solid waste managers, environmental regulators, and other State and Federal agencies as appropriate.
- Coordinating with the following Federal agencies in the event of a major natural or man-made debris-generating disaster:
 - Federal Emergency Management Agency (FEMA)
 - U.S. Army Corps of Engineers (USACE)
 - Federal Law Enforcement Agencies (FBI, BATF)
 - US Environmental Protection Agency (USEPA)

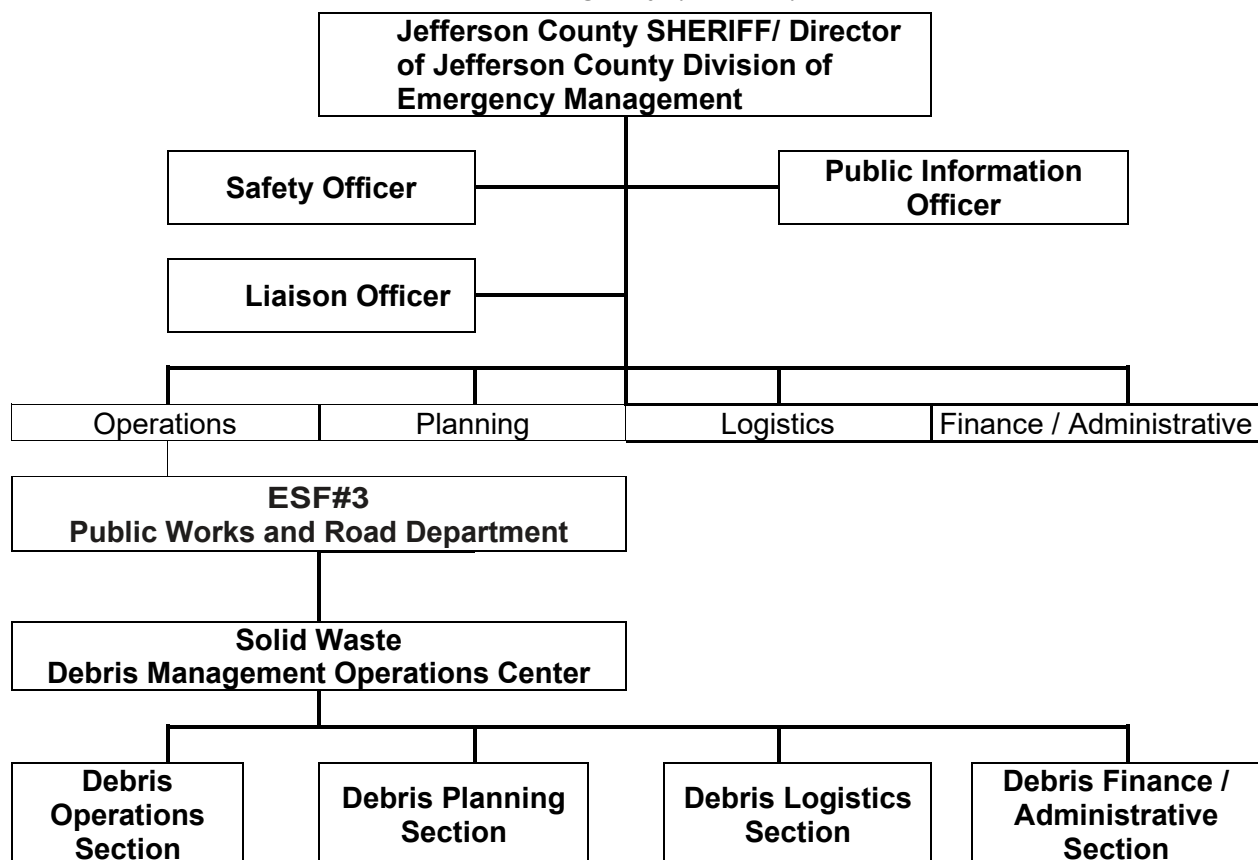


Figure 1 (above) - County NIMS Organization Chart

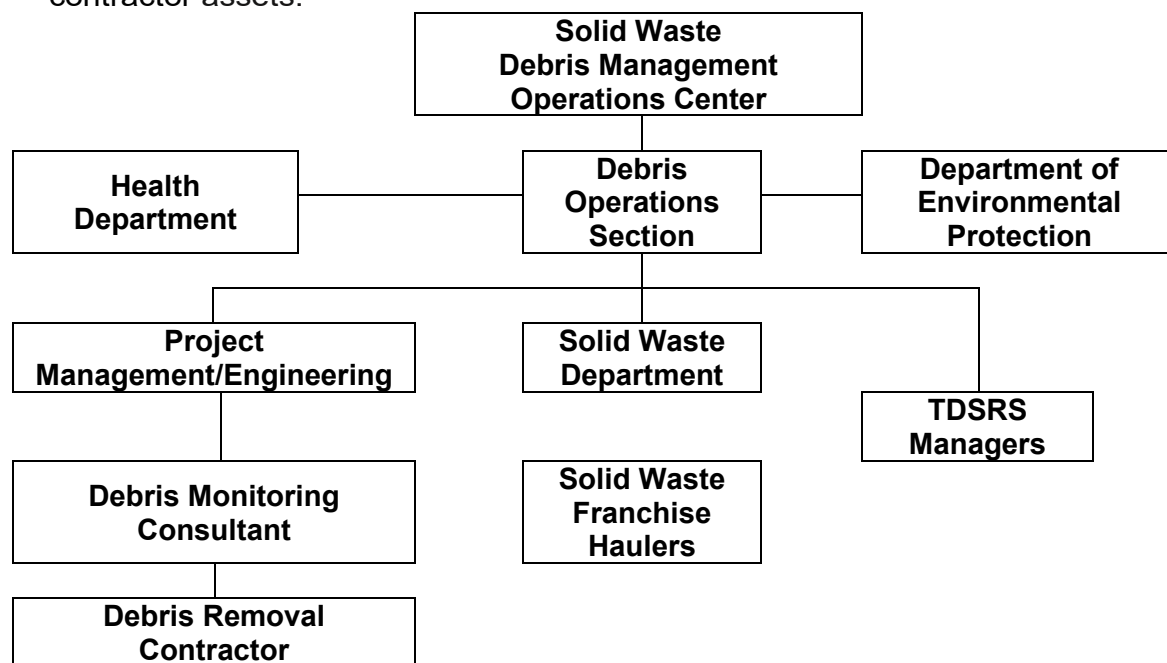
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7. DEBRIS MANAGEMENT COMMAND STAFF

Command Staff	Role/Responsibility
County Debris Manger (DM)	Coordinates all debris removal and disposal responsibility
Public Information Officer	Coordination of press releases, maintenance of contracts with local organizations, the media, drafting public notices.
Safety Officer	Evaluate contractor plans, routes, equipment, etc. and Identify any safety concerns for citizens. Monitor and assess any safety hazards or unsafe conditions to protect worker Safety or assist evaluation of eligibility for reimbursement.
Liaison Officer	Coordinate and/or attend all meetings with local, State and Federal authorities associated with debris removal and public assistance program activities. Act as the official conduit for information (i.e. changes to eligibility Requirements, regulations, etc. to or from external entities.

Table 1 (above) - Debris Management Command Staff Role/Responsibility Chart**8. DEBRIS MANAGEMENT GENERAL STAFF****a. Debris Operations Section Organization**

The DMOC organizational diagram shown in Figure 2 below identifies the DMOC's Debris Operations organization and staff positions required to coordinate the actions necessary to remove and dispose of debris using both County and private contractor assets.

**Figure 2 (above) - Debris Operations Section Organization Chart**

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Debris Planning Section (Figure 3); Debris Logistics Section (Figure 4) and Debris Finance/Administrative Section (Figure 5) organizational charts are shown below. They are organized to comply with NIMS and each supports the overall debris removal and disposal mission.

Operations Section	Role/Responsibility
Supervision of all tactical operations and coordinate internal and contracted resources	
Project Management / Engineering	Detailed damage assessments, oversight of project consultants and Debris Removal Contractor(s), identification, preparation and restoration of TDSRS, monitoring of contractor operational plans and implementation
Solid Waste Department	Coordination of all franchise hauler operations.
Solid Waste Department	Oversight of TDSRS locations.

Table 3 (above) - Operations Section Role/Responsibility

b. Debris Planning Section Organization

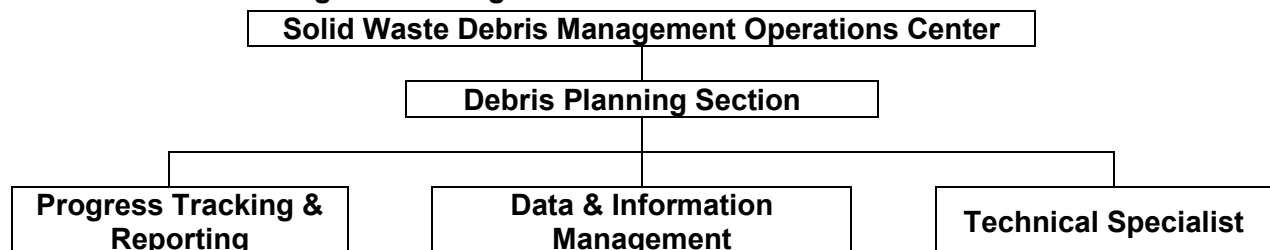
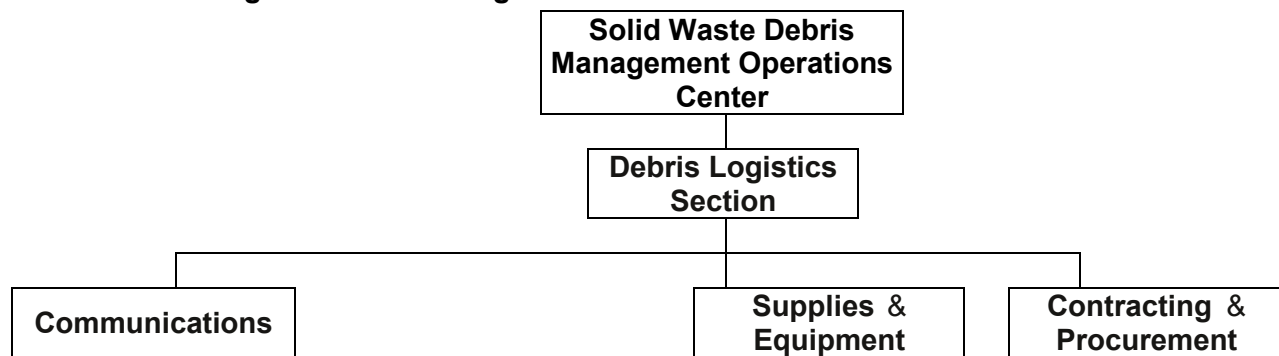


Figure 3 (above) - Debris Planning Section Organization Chart

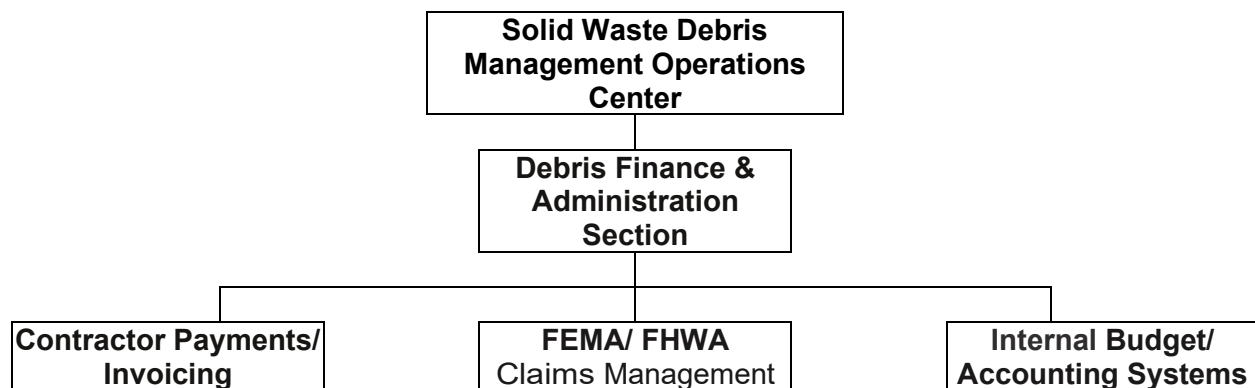
Planning Section	Role/Responsibility
Responsible for the collection, evaluation, dissemination, and use of information about the status of resources and the debris removal effort. Also provides consultation services for all Incident Command Staff	
Progress Tracking & Reporting	Tracks progress of the overall debris removal efforts And prepares reports for Command Staff and the Public Information Office.
Data & Information Management	Reviews and validates data and information generated by consultants and Debris Removal Contractor(s), ensures content and completeness for FEMA and Federal Highway Administration claims, and prepares data for eventual Audit by internal or external authorities.
Technical Specialists	Resources assigned to consult on specific problems or perform specific technical tasks e.g. environmental testing, hazardous material handling, etc.

Table 4 (above) - Planning Section Role/Responsibility

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c. **Debris Logistics Section Organization****Figure 4 - Debris Logistics Section Organization Chart**

Logistics Section	
Communications	Plan and implement communications strategy, provide test and distribute communications equipment to County field resources
Supplies & Equipment	Provide vehicles, equipment and any other ancillary supplies to County field resources
Contracting & Procurement	RFP, RFQ, scope of work and specifications for debris contracts, contract modifications, equipment, purchasing or leasing contracts.

Table 5 - Logistics Section Role/Responsibilityd. **Debris Finance & Administration Section****Figure 5 - Finance & Administration Section Organization Chart**

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Finance & Administrative Section	Role/Responsibility
	Responsible for all financial considerations of the debris removal effort
Contractor Payments & Invoicing	Review and validate invoices generated by consultant and Debris Removal Contractor(s), ensure prompt payment of invoices
FEMA / FHWA Claims Management	Format and submit data for the generation of project worksheets and invoices to Federal authorities including supporting documentation (contracts, invoices, load tickets, etc.) Initiate requests for Funding, coordinate appeals.
Internal Budget / Accounting Systems	Set up accounts, budget systems to pay for and track all debris removal expenses

Table 6 - Finance & Administration Section Role/Responsibility**9. STAFFING ASSIGNMENTS AND DUTIES****A. County Debris Manager**

The County Debris Manager (DM) is responsible for daily operational control of the disaster debris management staff. The DM will receive current information on the severity of the disaster from the EOC and ESF3 damage assessment reports. All requests for debris removal or disposal from the EOC staff will go through the DM. All requests for debris clearing of public facilities and roadways from citizens or other entities will be directed to the DM.

The DM will coordinate with the Debris Management Team's operational staff regarding debris operations force account activities.

The DM will coordinate with the Debris Monitoring Consultant's Operations Manager (OM) regarding debris operations contracted activities.

The DM or his designee will hold daily (or as needed) status meetings with appropriate ESF3 team members and the OM to discuss ROW, ROE and TDSRS operations.

Attendees may include Debris Removal Contractor(s), FEMA, other agencies and department personnel as deemed appropriate by the DM.

B. Debris Monitoring Consultant

The Debris Monitoring Consultant's Operations Manager (OM) will provide advice to the DM, and the Incident Command Staff with respect to all aspects of debris management following an event.

The OM will keep the DM notified of the Debris Removal Contractor cleanup progress and problems encountered or expected.

The OM will provide a daily report to the DM. OM will also provide monthly summary reports and a final After-Action Report to the DM.

The OM will supervise the activities of the Debris Monitoring Consultant when activated. See Attachment 1 "Disaster Debris Program Management - Standard Operating Procedures" for Consultants.

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The DM will determine the extent of damage and resulting debris and issue appropriate directives to the appropriate ESF 3 team members, who will, in turn, execute their Team's debris missions as defined in this plan and Jefferson County Standard Operating Procedures.

C. Health & Safety (H&S)

The Road Department will have a designated Safety Officer to be provided by ESF 3 Incident Command Staff.

The Debris Monitoring Consultant and the Debris Removal Contractor(s) will each provide a designated Health & Safety (H&S) project professional.

A Training and Safety Program Outline is provided in Attachment 2

D. Public Information Officer

The ESF3 HQ Public Information Officer (PIO) will serve as the DM's liaison to the EOC's PIO. The PIO will develop a proactive information management plan. Emphasis will be placed on public participation in a safe and efficient cleanup process. Paper flyers, newspapers, radio and TV public service announcements may be used to obtain the public's cooperation in disaster debris disposal operations (e.g., separating burnable and non-burnable storm debris; segregating household hazardous waste; placing disaster debris at the curbside; keeping debris piles away from fire hydrants and valves; and segregating recyclable materials). Pickup schedules will be disseminated in the local news media and through the County's Emergency Information Number. All available means of public notification should be considered.

E. Solid Waste Service Units

Solid Waste Service Unit Managers are primarily responsible for all debris removal activities within their designated geographical boundaries. Each Service Unit will utilize the incident command system to manage debris removal operations with the Service Unit Manager or designee serving as the Incident Commander of the respective geographic areas.

Each unit will designate a safety officer to support the Debris Management Team Safety Officer at ESF3 HQ in monitoring and ensuring safe operations undertaken by force account or contracted labor.

Each unit will provide staff to. Assist ESF3 Damage Assessment Teams in locating, assessing and quantifying debris to facilitate prioritization of debris clearance and removal routing.

Each unit will provide their own quality assurance monitors to assist contracted quality assurance staff in load and truck validation activities. The units will also provide staff to assist county personnel with TDSRS management and restoration efforts.

Solid Waste administrative staff will maintain accurate records (timesheets, work orders, invoices, equipment records, etc.) of all force account and contracted resources (other than Debris Removal Contractor(s)). Staff from other county departments may be assigned to support this operation.

Solid Waste administrative staff will work with Road Department staff to set up the data and work management infrastructure to accurately record and characterize all debris removal activities, contracted and force account, utilizing the Road Department work orders. The effectiveness and accuracy with which the work management system is used is crucial to subsequent efforts by (lead agency) to be reimbursed for all eligible debris removal costs.

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Each Solid Waste service unit is responsible for collecting and ensuring the accuracy of timesheets, work orders, service requests, invoices, equipment logs, and related paperwork to substantiate all force account work and expenditures. The DM and Solid Waste managers should work closely with the OM to ensure expenses related to debris are accounted for.

F. Debris Drop off Sites

The County has designated one (1) area as residential vegetative storm debris drop-off sites: Tyson Rd. Tree Debris Collection Site.

In order to ensure that only vegetative storm debris is disposed of at the site, one or two QA monitors, depending on drop-off volume, will be stationed at the site to document incoming vehicle license plate numbers and, time permitting, the name of the person disposing of debris. The Debris Removal Contractor(s) are responsible for hauling the debris from the site to a TDSRS or other Designated Disposal Site.

It is anticipated that some of the heavily used sites may suffer from overuse and require some repairs or re-seeding of grassy areas. It should be noted that in past events, after the sites closed permanently as public drop-off points, several of the sites were prone to illegal dumping.

For low usage sites, and/or the more remote sites, a weekend only schedule may be considered.

G. TDSRS Operations and Environmental Compliance

The Debris Monitoring Consultant will provide environmental consulting support related to the monitoring of the TDSRSs. This work includes baseline visual site evaluation, baseline soil sampling and analysis, ongoing monitoring of TDSRS activities, site closure soil sampling and analysis, and preparation of a site closure report for each TDSRS.

H. Recycling and Solid Waste Operations

Depending upon the severity of the event, different areas of the County may be affected less severely. The following provides the assumptions and potential scenarios that are anticipated for recycling and solid waste operations following a tropical storm or hurricane.

I. GPS / GIS /Mapping

Debris clearance and removal progress will be tracked and plotted utilizing GIS mapping software. Consultant GIS Personnel will assist Road Department personnel to monitor contractor movement throughout the County to facilitate reporting to ESF3 staff, EOC staff, outside agencies and the media so that all interested parties can form realistic expectations of when and where debris will be removed.

Technology employed by the Debris Removal Contractor(s) should be compatible with technology Employed by the County to facilitate the transference and accuracy of information.

The Debris Monitoring and Debris Removal Contractor(s) will support the Road Department to facilitate routing, status mapping, debris pickup locations, etc.

J. State of Florida Division of Emergency Management (FDEM)

Pursuant to standard procedures, State disaster management staff will work directly with FEMA and the ESF3 Incident Command Staff to coordinate policy and guidance necessary to accomplish the recovery efforts according to Federal regulations. The County will maintain contact with the State disaster field office before, during and after a declared disaster.

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K. Federal Assistance

Pursuant to standard procedures, Federal disaster management staff will work directly with the State and ESF 3 Incident Command Staff to coordinate policy and guidance necessary to accomplish the recovery efforts according to Federal regulations. The County will maintain contact with FEMA's disaster field office before, during and after a declared disaster.

Incident Command Staff will actively participate in FEMA guidance and documentation revisions impacting all emergency and debris removal efforts. The County will work in conjunction with the Florida Association of Counties, the League of Cities, and State School Board agencies to ensure a public process is conducted.

The OM will identify the State Debris Specialist that is assigned to the County to assist in the coordination and guidance of the debris recovery efforts. The OM will also enlist the assistance of the Board of County Commissioners or Governor's office as the situation warrants.

L. Local Fire Department

- Approve TDSR burn sites in accordance with appropriate local, State, and Federal requirements to ensure safe burning.
- Issue bans on open burning based upon assessment of local conditions and ensure dissemination of information to the public.
- Inspect TDSR burn sites to ensure that the operation is in accordance with all appropriate local requirements to ensure safe burning, subject to amendments by the Health Department and/or Fire Marshal.
- Jefferson County Fire/Rescue: 850-342-0182

M. Local Law Enforcement Agency

- Assist in monitoring TDSR sites to ensure compliance with local traffic regulations.
- Coordinate traffic control at all loading sites and at entrances to and from TDSR sites.
- Sheriff Alfred McNeill: - 850-508-3043

N. Utilities**Electric:**

Duke Energy: Danny Collins: 850-544-1997

Tri-County Electric Cooperative

Kaitlyn Culpepper: 850-993-8036

Coordinate with the County Debris Manager with regards to debris removal along electrical easements and rights-of-way to ensure that all downed or damaged lines are de-energized.

Water and Wastewater:**City of Monticello**

Seth Lawless: 850-342-8005

Jefferson Community Water System

Lisa Hayes: 850-997-0314

Coordinate with the County Debris Manager debris removal and disposal requirements from County owned facilities with regards to water easements and rights-of-way, and damage to cut-off valves, lift stations, etc.

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Telephone:**Century Link**

Repair: 800-788-3600

Emergency: 800-366-8201

Coordinate with the County Debris Manager with regards to debris removal along telephone easements and rights-of-way to ensure that all downed or damaged lines are de-energized.

Natural Gas:**Utility Name: Florida Gas Transmission**

24 Hour Emergency: 800-238-5066

Call 811 Before You Dig!

Media Contact 214-840-840-5820

Coordinate with the County Debris Manager with regards to debris removal along gas easements and rights-of-way and damage to cut-off valves, etc.

10. Administration

All County departments will maintain records of personnel, equipment, load tickets, and material resources used to comply with this Plan. Such documentation will then be used to support reimbursement from any State or Federal assistance that may be requested or required.

All County departments supporting debris operations will ensure 12-hour staffing capability during implementation of this Plan, if the emergency or disaster requires, or as directed by the County Debris Manager.

All County departments should ensure that additional supplies of tires and tire repair kits are readily available due to the likely hood of debris caused flat tires.

The County Emergency Management Director and County Debris Manager are responsible for the annual review of this Plan in conjunction with the annual update to the CEMP. It will be the responsibility of each tasked department and agency to update its respective portion of the Plan and ensure any limitations and shortfalls are identified and documented, and work-around procedures developed, if necessary.

The review will consider such items as:

- Changes in mission.
- Changes in concept of operations.
- Changes in organization.
- Changes in responsibility.
- Changes in desired contracts.
- Changes in pre-positioned contracts; and
- Changes in priorities.

This Plan also may be updated as necessary to ensure a coordinated response with other municipalities and adjacent Counties. This coordination is especially important with respect to allocation of resources such as TDSR sites and disposal facilities. Based on the severity of the event and available resources, the county may perform debris operations in municipalities. Immediate debris clearance from roadways will be based on life/safety considerations. More comprehensive debris operations in municipal jurisdictions will be event specific with the parameters and financial considerations outlined by event and reduced to writing.

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11. Financial Considerations

The Debris Monitoring Consultant and Jefferson County will maintain functionality of the department's work management system. The work management system will be utilized to record, organize, summarize and present all contracted and force account expenses to FEMA, the Federal Highway Administration (FHWA), Mutual Aid partners, and other agencies, in a clear and concise manner to facilitate the creation of Project Worksheets, or other required forms for reimbursement. In all cases, the associated backup documentation will be kept and made available for expense validation and eventual audit by the applicable agencies. The Clerk of Court will keep copies of the backup documentation gathered from the Solid Waste Service Units, ESF3 Headquarters or other departments and agencies involved in debris removal.

The Clerk of Court will be the lead organization for any validation or audits by outside agencies assisted by the Road Department and others as required.

B. Contracting and Procurement

All contracting and procurement actions pertaining to debris operations will be coordinated with the Office of the County Manager.

C. Legal

All legal issues pertaining to debris operations will be coordinated with the County Attorney. The County Attorney will provide comprehensive representation and legal advice to County officials and the various County departments.

D. Operations

The County Debris Manager will be responsible for coordinating disaster debris operations with respect to the emergency clearance and permanent removal and disposal of debris deposited along or immediately adjacent to County maintained street rights-of-way throughout the County in consultation with other County departments and State and Federal agencies. This approach will ensure a seamless and efficient cleanup operation.

The County Debris Management Operations Center (DMOC) will operate as a unified organization under direct control of the County Debris Manager. All debris clearing, removal, and disposal operations within the County will be directed and coordinated by a joint DMOC staff located at 1484 South Jefferson Street, Monticello.

E. Emergency Communications Plan

The Basic Plan of the Jefferson County Comprehensive Emergency Management Plan (CEMP) Emergency Communications Section includes the plan and procedures that will be utilized during debris management operations.

F. Health and Safety Plan and Procedures

The Basic Plan of Jefferson County Comprehensive Emergency Management Plan (CEMP) Health and Safety Section includes the plan and procedures that will be adhered to during debris management operations.

G. Training Schedule

The County will conduct debris management training workshops yearly. Training workshop agendas are shown below.

The Public Assistance Program Workshop will provide hands-on training with the decision-making and administration of the recovery operations, including: FEMA eligibility assessments for response/recovery activities, including contractor operations, grant management, and

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coordination with FEMA and State recovery managers with respect to natural disasters and lessons learned from recent terrorist activities.

The Debris Monitoring Workshop will assist the participants in developing a Debris Monitoring Plan and provide guidance for engaging and overseeing the debris monitors responsible for monitoring both natural disaster and man-made debris cleanup operations.

Public Assistance Program Workshop Agenda

8:30-9:00	Registration
9:00 - 9:15	Welcome and Introductions
9:15 - 10:30	Declarations, Stafford Act and Public Assistance Overview
10:45 - 12:00	PA Program Eligibility (Applicant, Facility, Emergency & Permanent Work Cost)
12:00- 1:00	Lunch
1:00-2:15	Lessons Learned from World Trade Center and Pentagon Terrorist Attack
2:30 -4:15	Project Formulation
4:15-4:30	Review and Closing Remarks

Debris Management Workshop Agenda

8:30 - 9:00	Registration
9:00 - 10:00	Debris Management Overview on Natural and Man-Made Debris Generating Events
10:15 - 10:45	Why the Emphasis on Debris?
10:45 - 12:00	Debris Estimating Techniques
12:00 - 1:00	Lunch
1:00 - 1:45	Debris Estimating Techniques and Practical Exercise
2:00 - 3:00	Contract Monitoring
3:15 - 4:00	Practical Exercise
4:00 - 4:30	Review and Closing Remarks

Table 7- Training Agendas

SECTION IV: SITUATION AND ASSUMPTIONS

1. Design Disaster Event Assumptions

A. Assumptions Regarding Responsibility & Performance of Franchise Haulers

Jefferson County Board of County Commissioners declares emergency.

Based on the severity of the emergency, the Road Department Superintendent will define expectations regarding service level.

Road Department Superintendent's expectations may vary from no change in service delivery to total suspension of service delivery or a variation thereof.

Because the emergency's impact may be felt inconsistently throughout the County, the Road Department Superintendent's response will be as needed and may not involve all Franchise Haulers equally.

Requests for reimbursement for additional expenses must comply with County instructions as defined at the time.

Franchise Hauler rates for additional hours, staffing and equipment will be agreed upon prior to deployment.

Franchise Haulers will not be required to collect hazardous material.

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B. Scenario I, Unlikely a Federal/State Emergency will be Declared

- Relatively minor emergency which does not necessitate the activation of the County's Debris Removal Contractor(s).
- The Road Department Superintendent has the authority to deploy resources as needed and may do so in any portion of the County as required.
- Franchise Haulers will maintain routes as defined by the Road Department Superintendent in consultation with the Director of Solid Waste and will provide additional resources (staffing and equipment) in order to increase collection capability as needed.

C. Scenario II, Likely a Federal/State Emergency will be Declared

Emergency which necessitates the activation of the County's debris management contractor.

- Franchise Haulers will maintain routes as defined by the Road Department Superintendent in consultation with the Director of Solid Waste and will provide additional resources (staffing and equipment) in order to increase collection capability as needed.
- Franchise Haulers will be responsible for the collection of all containerized vegetative debris. The County's Debris Removal Contractor(s), and their designees, will be responsible for all loose vegetative debris.

As a participant in the County's debris management efforts. The Franchise Haulers may be required to collect more than the normal limit of two cubic yards as defined by the Solid Waste Director.

- Franchise Haulers will alter or adjust their collection schedules, as required by the County, in order to better coordinate with the collection activities of the County's Debris Removal Contractor(s).

D. Scenario III, Likely a Federal/State Emergency will be Declared

- Emergency which necessitates the activation of the County's Debris Removal Contractor(s) and the (temporary) suspension of all Franchise Hauler residential collection activities.
- Upon direction of the Road Department Superintendent, Franchise Haulers will assign and devote all available resources to the County in support of its debris management efforts and will be compensated appropriately.

2. Franchise Haulers

In accordance with the County's yard waste program, the solid waste Franchise Haulers are responsible for the collection of vegetative storm debris less than 2 cubic yards in volume per pick-up, per resident, in their franchise areas. Vegetative storm debris collected by the franchise haulers shall be transported to one of the County's permanent yard waste facilities or transfer station. Bagged vegetative storm debris and yard waste is considered mixed waste. Bagged waste will be collected by the Franchise Hauler. The Franchise Hauler may be able to provide additional resources pursuant to existing franchise agreement provisions.

3. Forecasted Debris

Emergency situations requiring debris removal may occur at any time. Natural disasters such as tornadoes, flooding, aircraft crashes, thunderstorms, explosions, structure fires, and severe

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icing conditions precipitate a variety of debris that may include, such materials as, trees and other vegetative organic matter, construction materials, appliances, personal property, mud, and sediment.

Man-made disasters such as terrorist attacks may result in a large number of casualties and heavy damage to buildings and basic infrastructure. Crime scene constraints may hinder normal debris operations and contaminated debris may require special handling. These factors will necessitate close coordination with local, State and Federal law enforcement, health, and environmental officials.

This Plan takes an all-hazards approach to identifying and responding to the following hazards that may pose a threat to the County:

- Natural Hazards - severe weather, ice storms, tornadoes, and flooding.
- Human-caused Events and Hazards - urban fires, special events, civil disorder, or transportation accidents; and
- Terrorist Incidents - bomb threats or attacks, sabotage, hijacking, armed insurrection, or Weapons of Mass Destruction (WMD) incidents.

The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact on the type of removal and disposal methods utilized; the associated costs; and the speed with which the problem can be addressed. Further, the quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

The fact that this Plan is based on a particular size and type of event in no way diminishes the value of the Plan for use in response to other types and categories of events. This Plan establishes a general framework that can, with minor modifications, be used in any debris-generating event.

This Plan addresses the clearing, removal, and disposal of debris generated by the above hazards based on the following assumptions:

- A major natural or man-made disaster that requires the removal of debris from public or private lands and waters could occur at any time.
- The amount of debris resulting from a major natural disaster will exceed the County's in-house removal and disposal capabilities.
- The County will contract for additional resources to assist in the debris removal, reduction, and disposal processes.
- The County will request the State to issue an Emergency Executive Order upon reasonable apprehension of the existence of a public emergency as a prerequisite to Requesting emergency or major disaster assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (as amended) to request a Presidential Disaster Declaration; and
- Federal assistance will be requested through the State to supplement County Debris Capabilities in coordination with the County EOC staff.

4. *Forecasted Types and Locations*

As depicted in Figure 6 (below), the unincorporated areas of the County have been divided into five Primary Disaster Debris Zones (Primary Zones), which are North (Pickney Hill area), West Central (Lloyd area), East Central (Aucilla area), Southwest (Wacissa area and Southeast (Lamont area). The Primary Zones will be divided further following the disaster based upon Damage debris assessments, path of storm, etc., and will utilize Section, Township and Range as well as GIS mapping to manage the disaster debris operations progress.

5. Concept of Operations

Debris management and removal operations consist of a variety of tasks related to assessment, right-of-entry, debris collection, transport, and processing, and disposal of debris resulting from a hurricane or other type of disaster. Although there are similarities between events, each event provides its own set of extraordinary challenges. The debris removal and management operations for the areas under the Road Department are typically provided utilizing a variety of means, including Debris Removal Contractor(s), quality assurance support contractors, County personnel and other personnel on assignment from other departments. The operations are performed under the direction of the Road Department in accordance with Federal, State and local laws and guidelines.

Debris can be classified into many subcategories. Some common categories include:

- Construction and Demolition Debris
- Clean Vegetative Storm Debris
- Mixed Debris
- Automobiles
- Boats
- Appliances
- Stumps
- Leaning Trees and Hanging Limbs
- Residential Hazardous Waste
- Commercial/Industrial Hazardous Waste

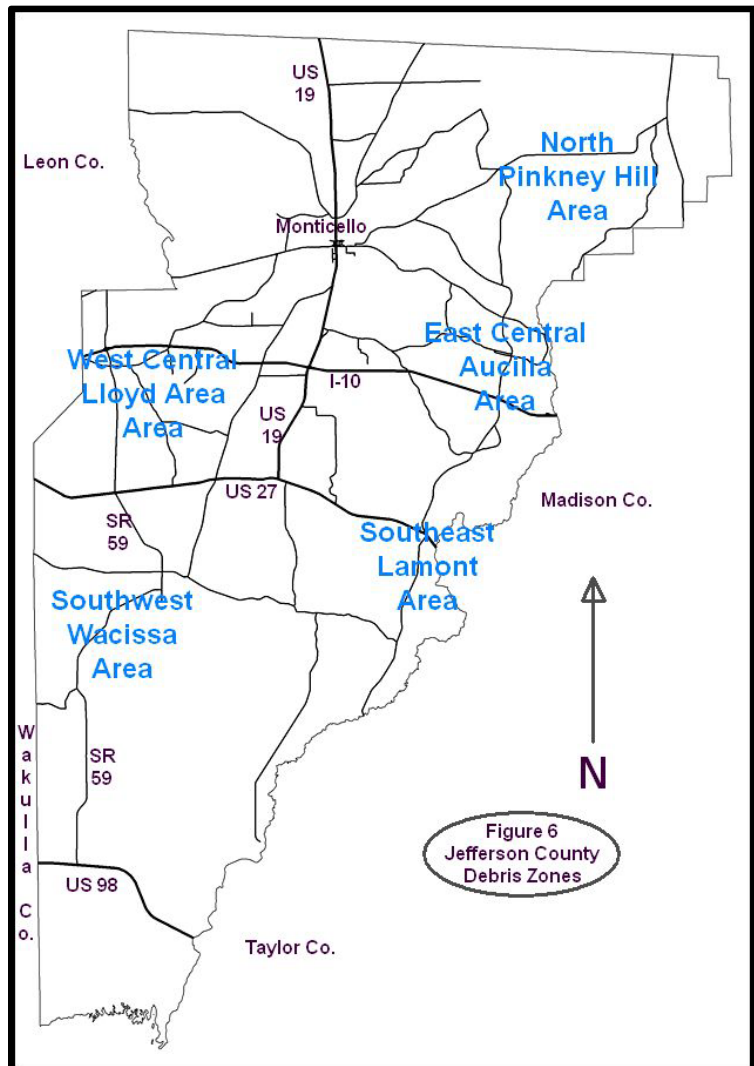


Figure 6 – Jefferson County Debris Zones

6. *Disaster Debris Management Phases*

1. General

A typical debris removal operation begins with the clearance of debris from critical transportation routes to facilitate the travel of emergency support vehicles to and from critical facilities.

The debris removal operation continues with a series of "passes" in which the debris is collected from the rights-of-way and hauled to a debris reduction and/or disposal site under the oversight of Quality Assurance (QA) monitors. Prior to a truck or trailer hauling storm debris, a truck certification form is completed, and a placard issued that depicts the vehicle capacity and other important information. For every load of debris collected and dumped at the debris reduction and disposal sites, a debris load ticket (multi-part copies) is issued by a QA monitor that captures the vehicle placard identification number and other salient information (e.g., date, location, type material, contractor/subcontractor, quantity, etc.) After the first pass has been completed, the second pass is initiated, followed by subsequent passes as may be required. Additional subtasks include the removal of leaning trees and hanging limbs, and the removal of tree stumps.

The right-of-entry (ROE) debris operation is more complicated, but basically consists of obtaining the right to enter private property for the purposes of debris removal and may involve, but not be limited to, obtaining and determining utility locations, demolition of condemned structures, removal of debris, removal of leaning trees and hanging limbs, and removal of tree stumps.

A key component of debris management operations is record keeping/data management. Listed below are several elements of record keeping and data management along with the purpose of each:

- Time sheets, work orders, or service requests - to document labor, equipment, and materials expended by internal forces assigned to the debris removal effort.
- Truck Certifications and Placards - to document capacity of hauling vehicle, contractor, and subcontractor information.
- Debris Load Tickets - to document date, time, location, type and quantity of debris, contractor, and subcontractor information.
- Right-of-Entry Forms - to document each property and the actions taken.
- Other types of debris tickets and forms (e.g., leaners and hangers, stumps, boats, etc.). - to document number, location, and type of debris item.
- Database - to document all relevant information obtained from tickets and forms.

2. Phases I through IV

Disaster Preparedness, Response and Recovery Operations can be separated into five (5) phases. These phases include:

- Phase I - Meetings, Exercises, and Continuing Education
- Phase II - Pre-event Planning and Training
- Phase III - Disaster Debris Emergency Clearance Operations
- Phase IV - Disaster Debris Recovery Operations
- Phase V - Financial Reimbursement

Attachment I "Anticipated Sequence of Events" provides a flow diagram depicting each of these phases.

3. Phase I - Meetings and Continuing Education

- Road and Solid Waste Department representatives and others should attend

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emergency management and disaster debris management conferences and continuing education venues (e.g., NHC, GHC, NEMA, APWA, etc.)

- Schedule and attend meetings with FEMA and State representatives in order to maintain open lines of communication.
- Schedule and attend meetings with local agencies (e.g., sheriff, fire chief(s), utilities, etc.)
- Designate staff to attend FEMA and State workshops and/or participate in other salient educational classes.
- Assign all ESF3 functions to Road Department staff and others

4. Phase II - Pre-event Planning and Exercise Training

- Review and update Disaster Debris Management Plan.
- Develop disaster debris quantity and damage scenarios based upon storm path and category utilizing modeling software
- Prepare, review, and update GIS layers for critical facilities, key routes, Federal Roads, State Roads, and private highways
- Coordinate and communicate expectations.
- Conduct annual review meeting with Debris Removal Contractor(s).
- Attend and participate in exercise training at EOC and ESF3 HQ.
- Conduct annual internal debris management exercise and training.

5. Phase III - Disaster Debris Emergency Clearance Operations

The Road Department is the lead agency responsible for coordinating disaster debris assessment for all County public structures, equipment and debris clearance immediately following a large-scale disaster in order to prioritize the impacted areas and resource needs. Disaster debris emergency clearance from County roadways and County public property will be accomplished using Road Department crews (i.e. Force Account) and equipment, mutual aid providers, and private contractor resources.

The County will activate its pre-positioned Debris Removal Contractor(s) for emergency road clearance of disaster debris and may utilize time and materials, and/or unit price (per cubic yard) pursuant to the agreement(s) between the County and Debris Removal Contractor(s). The County will also utilize available County forces to accomplish this task

The Road Department's primary mission is to clear debris from at least one lane on all critical transportation routes to expedite the movement of emergency service vehicles such as fire, police and medical responders, consistent with the prioritized roads list.

The County has been divided into five Debris Zones to control and facilitate disaster debris clearing operations. A map the County and description of the Debris Zones is provided in Figure 6 (see page 25).

Debris Assessment Teams will conduct initial zone by zone drive-by surveys to identify types of debris, estimate quantities of debris on the roadways, and estimate the quantity of storm debris that may be brought to the ROW by residents. Computer modeling and aerial reconnaissance may also be used to estimate storm debris types and quantities anticipated within the affected areas.

Priority for debris clearance will be based upon the following criteria:

1. Extrication of trapped people
2. Major flood drainage arteries
3. Egress for fire and police
4. Communications
5. Ingress to hospitals, special care units, and detention facilities

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6. Major traffic routes and other critical arterials
7. Egress for fleet. Traffic, road and bridge, and designated remote locations
8. Supply Distribution Points and mutual aid assembly areas
9. Government facilities
10. Public safety communications towers and facilities
11. Jefferson/Somerset shelter
12. Secondary roads to neighbor collection points
13. Access for utility restoration
14. Neighborhood streets
15. Private property adversely affecting public welfare.

During the debris clearance and removal process, the Road Department will be responsible to ensure that power lines do not pose a hazard to emergency work crews and to coordinate the response effort with Duke Energy, Tri-City and Talquin Electric Cooperatives and other utility companies as appropriate. The Debris Manager and Road Department EOC Coordinator will work with Progress Energy, Tri-City, Talquin Electric and other agencies to assist with safe and expedient clearance of affected road arteries.

6. Phase IV - Disaster Debris Recovery Operations

Based on debris estimates provided by damage assessment teams, the DM & OM will prioritize debris recovery operations utilizing the following methodology:

Establish debris zones (# Service Unit areas)

Prioritize utilizing Section, Township, and Ranges

The Service Unit managers, with assistance from QA Monitor Supervisors, will further breakdown debris recovery operations utilize the following methodology:

- Prioritize streets/neighborhoods within identified Section, Township, and Ranges Develop routes for debris recovery and removal teams
- Service Unit manager to approve clearance prior to debris recovery teams moving on to next assigned area

The general concept of disaster debris removal operations includes multiple scheduled passes (e.g., three passes set 3-5 weeks apart) of each affected site, location, or right-of-way conducted by a Debris Removal Contractor(s) pursuant to their contract with the County. This manner of scheduling debris removal allows residents to return to their properties and bring storm debris to the ROW as recovery progresses.

The Disaster Debris Program Management SOP for Phase IV disaster debris recovery operations will be provided by Debris Removal Contractor(s). Debris Removal Contractor(s) operations will require QA monitor field personnel for load site and TDSRS to oversee Debris Removal Contractor(s) operations.

Under the overall supervision of the OM, the OM will coordinate with QA Supervisors, Debris Removal Contractor(s) Supervisor(s), and others for debris removal and disposal operations for all unincorporated portions of the County from ESF3 HQ or other field offices as required.

Debris Removal Contractor(s) will collect and haul debris from their assigned Debris Zones to designated temporary or final disposal sites, as appropriate for the type of debris collected. Locations of Debris Zones are provided in Figure 6 (see page 25).

Other county departments will provide support to the Road Department with specialized equipment and operators as required. Certain designated locations will serve as temporary residential drop-off sites for clean vegetative storm debris only. Mixed debris will be hauled to designated C&D sites, designated private landfill sites,

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or TDSRS. Clean woody debris will be hauled to the nearest designated vegetative TDSRS for processing.

Debris Removal Contractor(s) will be required to obtain a certified scale ticket and/or debris load ticket for each load of debris for payment. The scale tickets/debris load tickets will be the final documentation for invoice payments

Solid Waste franchise municipal solid waste contractors will pick up municipal garbage according to current procedures, routes, and collection schedules.

Solid Waste will identify residential household hazardous waste (HHW) drop-off sites within Jefferson County. Residents will be required to separate and transport HHW to the pre-identified drop-off sites. Operating days and hours will depend on the severity and/or location of the affected areas.

The Debris Removal Contractor(s) will be encouraged to separate HHW at the curb and haul it to the County's contracted Hazardous Waste Contractor for packaging, storage, transport, and disposal at the County's contracted rates.

The Debris Removal Contractor(s) and the Solid Waste Department will coordinate the collection of eligible commercial or industrial hazardous waste from the disaster.

Solid Waste Department: 850-342-0184

Progress Energy, Tri-City and Talquin Electric and other utility crews will handle all utility related debris such as power transformers, utility poles, and cable. And other utility company material.

7. Phase V - Financial and Reimbursement Considerations

The OM and OM will assure that current Federal and State regulations are accessible, including but not limited to, CFR 44, FEMA 321, 322, 323, 325, and 329 publications, current and applicable FEMA Disaster Specific Guidance (DSG) memorandums, etc. Responsibilities for financial and reimbursement activities are summarized below:

Jefferson County EOC - Provides official notification of disaster declaration and EOC activation making related eligible costs reimbursable

Jefferson County Clerk - Establish budgetary codes and accounting infrastructure to pay for disaster related expenditures and accept reimbursements from external Agencies.

Jefferson County Road Department and Solid Waste - Provide accurate accounting of expenses for force account debris removal operations and ensure the OM is providing an accurate accounting of expenses for all contracted debris removal operations.

Debris Monitoring Consultant - Track and provide data generated by the debris Removal operation. Provide Debris Removal Contractor(s) invoice reconciliation and applications for payment. Develop appeals to Project Worksheets as appropriate.

Debris Removal Contractor – Provide accurate accounting of expenses for debris removal operations and ensure OM is providing an accurate accounting of expenses for all of Contractor's operations.

State - Facilitate document and reimbursement flow between County and Federal agencies.

FEMA- Project Worksheet development (large projects), eligibility determinations, reimbursement.

FHWA - Reimbursement for first pass on Federal Aid Roads

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8. Reimbursement Procedures for Filing/ Managing Project Worksheets (PWs) and Appeals

FEMA's methodology for reimbursing public assistance applicants (e.g. Jefferson County) involves writing a number of Project Worksheets to summarize all labor, equipment, materials and contracted costs associated with the preparation response and recovery for a given federally declared disaster. FEMA officials assigned to work with Jefferson County will initiate the Project Worksheets upon receipt of all applicable documentation that validates the eligible costs associated with the debris removal effort.

The Project Worksheets are sub-divided into categories and groupings determined by FEMA guidelines, policy and the discretion of the assigned agents. Applicants may be allowed to write their own Project Worksheets for expenses considered small projects (those under \$1 million as of August 2022, this threshold is adjusted annually).

Documentation can include timesheets, work orders, service requests, truck certifications, invoices, contracts, pictures, maps, computer spreadsheets, load tickets, or any other documentation considered relevant to the validation of claimed expenses.

Once the required documentation is submitted to FEMA representatives, the Project Worksheets are written, and the applicants are given an opportunity to review and discuss any discrepancies or differences between the expected amounts and those declared eligible by FEMA. Project Worksheets that are agreed upon are processed through the FEMA Joint Field Offices and eventually reimbursed to the applicants. For those situations where the applicant disputes the FEMA determinations, the applicant is given the opportunity to appeal via FEMA Guidance Document 322 as described below.

From Guidance Document FEMA 322 - The FEMA appeals process is an opportunity for Applicants to request reconsideration of decisions regarding the provision of assistance. There are two levels of appeal. The first level appeal is to the Regional Director. The second level appeal is to the Assistant Director at FEMA Headquarters.

Typical appeal involves the following:

- ***An entity is not an eligible Applicant***
- ***A facility, an item of work or a project is not eligible for disaster assistance***
- ***Approved costs are less than the Applicant believes is necessary to complete the work A requested time extension was not granted***
- ***A portion of the cost claimed for the work is not eligible***
- ***The Applicant disagrees with the approved Scope of Work on the Project Worksheet***

The Applicant must file an appeal with the Grantee within 60 days of receipt of notice of the action or decision being appealed.

9. Debris Removal Contractor(s) Invoice/ Payment Process and Procedures

The Debris Removal Contractor(s) will submit its invoice(s) for services in either Time & Materials and/or unit price format pursuant to its contract with the County. Invoices will be submitted in regular intervals as determined by ESF3 Finance and Administration.

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The OM will review and reconcile the Debris Removal Contractor(s) invoice(s) and issue an Application for Payment (AFP) to the County within seven (7) business days of the OM's receipt of the invoice. The AFP will consist of the OM's recommendation for payment, the Debris Removal Contractor(s) invoice (in a format per ESF3 Finance & Admin direction), and associated load tickets or other backup documentation.

The AFP is reviewed by the OM and the ESF3 Finance and Administration Chief. County fiscal staff, under the direction of the ESF3 Finance and Admin Chief, review and validate the invoice and issue a check request to the Clerk of Court for payment to the Debris Removal Contractor(s). This process shall be completed within 45 days per Florida Statutes governing prompt payment.

7. Debris Removal Contractor Operations

The DM or his authorized representative will be in contact with the firm(s) holding pre-event debris removal contracts and advise them of impending conditions. The pre-event contract is to provide for a qualified Debris Removal Contractor(s) to remove and lawfully dispose of all disaster generated debris, excepting municipal solid waste and industrial or commercial hazardous waste - depending upon FEMA eligibility of such wastes. Debris removal is limited to unincorporated County streets, roads, and other rights-of-way based on the extent of the disaster and includes all debris brought to the edge of the right-of-way by residents within designated Debris Zones.

The Debris Removal Contractor(s), upon Notice to Proceed, will mobilize such personnel and equipment necessary to conduct all debris ROW removal and disposal operations pursuant to their debris contract. All Debris Removal Contractor(s) operations will be subject to review by the DM and OM.

The Debris Removal Contractor(s) will make multiple scheduled passes of each site, location, or area affected by the disaster according to assigned Debris Zones. This manner of debris removal will allow residents to return to their properties and bring all debris to the edge of the ROW adjacent to their property. The number and schedule of passes shall be as directed by the OM. Sufficient time will be scheduled between subsequent passes to accommodate reasonable recovery by residents in the affected areas. Schedules will be provided to the PIO for publication and notification by the news media and other means.

NOTE: Debris will not be picked up from private property, private streets, or gated communities unless approved by the FEMA Public Assistance Officer. See page 40.

The Debris Removal Contractor(s) will operate the TDSRS(s) made available by the County and provided by others. The Debris Removal Contractor(s) will be responsible for all site setup (including monitoring towers, sanitation facilities, office trailer, etc.), site operations, and rodent control, and closeout and remediation costs. The Debris Removal Contractor(s) is also responsible for the lawful disposal of all debris reduction by-products their operations may generate at a TDSRS.

The OM will assist the DM by monitoring the Debris Removal Contractor(s)'s performance for debris recovery operations in each Debris Zone. The OM will provide Area Inspection Teams consisting of Debris Monitoring Consultant and County personnel. The Field Inspection Teams will monitor all Debris Removal Contractor(s) operations.

The Debris Removal Contractor(s) will keep the OM informed of cleanup progress and any problems encountered or expected.

All HHW should be segregated at curbside. However, small amounts of HHW may be mixed in with material stored at a TDSRS. Therefore, the Debris Removal Contractor(s) must be prepared to place any HHW in a separate enclosed and lined area for temporary storage. The

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Debris Removal Contractor(s) will report any accumulation of HHW at the TDSRS to the OM staff. The OM staff will ensure the County's contracted Hazardous Waste Contractor is contacted for proper removal and disposal.

The Debris Removal Contractor(s) will restore the TDSRS to its original condition so that it does not impair future land uses. All sites are to be restored to the satisfaction of the OM.

8. *Monitoring Staff and Assignments*

A. Loading Site and Disposal Site Quality Assurance Monitors

Loading Site and Disposal Site Quality Assurance Monitors (QAs) will be provided by the Debris Monitoring Consultant. The Loading Site QAs will be assigned to each Debris Removal Contractor(s) loading site within designated areas of a Debris Zone. The Loading Site QA will initiate the paper load ticket (see Attachment 6), which verifies the debris collected is eligible under the terms of the debris contract. Disposal Site QAs will be stationed at all TDSRSs and landfill disposal sites for the purpose of verifying the quantity of material being hauled and disposed by the Debris Removal Contractor(s) through the use of debris load tickets.

The Debris Removal Contractor(s) shall construct and maintain at each TDSRS and other disposal sites an inspection tower. The inspection tower will be large enough for three (3) people and have portable sanitary facilities located nearby. The Debris Removal Contractor(s) will construct the inspection towers to have a complete view of the load bed of each type of equipment utilized to haul debris.

A Disposal Site QA will be located at each inspection station to verify the load and estimate the volume in cubic yards. The Disposal Site QA will estimate the cubic yards of debris in each vehicle entering the TDSRS or landfill disposal site and record the estimated quantity on pre-numbered debris load tickets. The Debris Removal Contractor(s) will invoice based on the number of cubic yards of material deposited at the TDSRS or landfill as recorded on the debris load tickets.

The Debris Removal Contractor(s) will be paid based on the number of cubic yards of eligible debris hauled per truckload as set forth in the Contract. Payment for hauling debris will only be approved based upon the debris load tickets corresponding to the Debris Removal Contractor(s)'s invoice.

B. Primary Zones Inspection Teams

The OM, with the assistance of the Solid Waste Service Unit Managers and the DM, will have designated primary Zone Inspection Teams that will be responsible for reviewing all Debris Removal Contractor(s) debris removal and disposal operations. The Zone Inspection Teams will routinely inspect their Debris Zones and, in support of the (lead debris agency), will periodically inspect TDSRS operations. Each Zone Inspection Team will submit a written report to the OM outlining their observations with respect to clean-up status and overall operations and make recommendations for consideration.

Debris collection passes shall be reviewed by the Zone Inspection Teams in order to assure area cleanup. Ideally, first pass will be completed for the majority of the areas in a Primary Debris Zone before second pass is initiated, third pass, etc.

The Solid Waste Service Unit Managers will have final sign-off rights for areas cleared in their Primary Debris Zones.

SECTION VI: DEBRIS MANAGEMENT SITES

1. Site Management

The County recognizes the economic benefits of debris volume reduction and will realize this benefit through the use of local temporary debris staging and reduction (TDSR) sites for processing clean woody debris. The County has identified pre-designated vegetative TDSR sites for the sole purpose of temporarily staging and reducing clean woody debris through either grinding or burning. All mixed debris will be hauled directly to a permitted landfill.

Debris Removal Contractor(s) or County staff will operate the TDSR sites made available by the County. The Debris Removal Contractor(s) will be responsible for all site setup, site operations, rodent control, closeout, and remediation costs at each site. The Debris Removal Contractor(s) will also be responsible for the lawful disposal of all by-products of debris reduction that may be generated.

The Debris Removal Contractor(s) will restore the TDSR site as close to the original condition as is practical so that it does not impair future land uses. All sites are to be restored to the satisfaction of the DM with the intent of maintaining the utility of each site.

It is important to note that all material deposited at TDSR sites will eventually be taken to a properly permitted landfill for final disposal. Under certain circumstances, DM may direct Debris Removal Contractor(s) to bypass TDSR sites and approve the hauling of debris directly to a properly permitted landfill for disposal.

While residents will be encouraged to segregate household hazardous waste (HHW) at curbside, small amounts of HHW may be mixed in with material deposited at the TDSR sites. Therefore, the TDSR Debris Removal Contractor(s) must be prepared to place any HHW in a separate enclosed and lined area for temporary storage and must report any accumulation of HHW at the TDSR site to the Debris Coordinator located at the DMOC who will make arrangement to have the HHW removed and properly disposed of.

Site Manager:

In order to expedite the implementation of TDSR site operations, the Contractor must provide personnel on-site prior to a projected disaster event to carry out any activities necessary to assure that the TDSR sites will be ready when needed. Actual preparation of the TDSR sites must begin within 24 hours of receipt of the Notice-to Proceed and the sites must be fully operational not more than 5 days thereafter.

Monitoring Staff and Assignments:

Disposal Site Monitors will be provided by Road Department and will be located at both TDSR sites and landfill sites as identified by the DMOC during the recovery process. The Disposal Site Monitor's primary function is to ensure that debris load quantities are being properly estimated and recorded on pre-printed load tickets.

Safety Personnel:

The contractor will be responsible for developing a TDSR sites safety plan and staff to enforce all safety requirements

2. TDSRS Establishment and Operations Planning

A. Permits

The County, in conjunction with the Debris Removal Contractor(s) and Debris Monitoring Consultant, will select TDSR sites, which are generally free of significant environmental constraints. Additionally, and will coordinate the TDSR site selection with the Florida Department of Environmental Protection (DEP) on issues concerning air, water and solid and hazardous waste. The County, in conjunction with Debris Removal Contractor(s) and Debris Monitoring Consultant, will secure any necessary permits for the operation of the

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TDSR sites. The County or Consultant will handle all contact with DEP or other State and Federal agencies. The Consultant and Contractor(s) will refer any contact by these agencies to the County Manager.

Nonetheless, the Consultant and Contractor(s) must be aware of, and abide by, the conditions of any permits under which he/she must operate. The Consultant and Contractor(s) is responsible for knowing the applicability and requirements of all applicable environmental laws and regulations that could pertain to the operation of TDSR sites.

The Consultant and Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; third-party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal, State, or Local environmental laws and regulations by Contractor, his/her subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

B. Locations and Site Layouts

Potential debris zones are shown in Figure 6. Where warranted by the circumstances of the event and the volume of debris generated, a TDSR site will be established in each zone.

C. Site Preparation and Baseline Data:

Unless specifically directed otherwise by the county, site setup must commence as soon as possible after the disaster event has subsided, but no later than 24 hours from the time that the Notice-to-Proceed is issued by the County. All TDSR sites must be fully operational with 5 days of the Notice-to-Proceed

The Contractor must prepare each site for operation by installing the following features:

- Perimeter fencing
- Construction entrances including gates
- Built-up aggregate access roads
- Drainage and storm water retention features (where applicable) Erosion and sediment control fencing
- Construction of an inspection tower
- Operations trailer
- All other site improvements necessary for the safe, efficient, economical and environmentally acceptable operation of the sites.

The Contractor must construct berms or provide suitable secondary containment around all non-truck mounted fuel storage tanks, hazardous wastes and stockpiled ash to prevent runoff of these materials into adjacent ditches and surface waters.

The Contractor must collect and test soil and groundwater samples at each TDSR site in areas designated for storm water retention, ash storage, vehicle maintenance, fuel dispensing operations and any areas where hazardous substances and petroleum products are or might be generated, stored or used. Sample locations must be coordinated with the County prior to acquisition. Samples must be tested for Total Petroleum Hydrocarbons (TPH) and Resource Conservation and Recovery Act (RCRA) metals. The Contractor must secure independent laboratory analytical tests for the referenced substances tested and provide the results to the County prior to the commencement of operations at the TDSR sites.

NOTE: Recommend that ASTM E-1527 - 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process be consulted to determine extend of testing

Within the limits of or adjacent to the TDSR sites there may existing underground electric, telephone and television cables and conduits, gas, water and sewer utility lines which cannot be located from existing data. It is responsibility of the Contractor to determine their exact location and to carry out his/her work carefully and skillfully so as to avoid damage to them. The County may elect to provide this information to Contractor in advance. In any case, Contractor shall ensure the locations of such utility installations are adequately marked.

All temporary utilities including sewage disposal and potable water must be provided by the Contractor.

The contractor must provide signs at each of the TDSR site in accordance with County specifications and contain the following information:

- Contractor's superintendent's name, address and local 24-hour telephone number
- Name, address and telephone number of the County representative to contact in case of an emergency

The Contractor must develop and provide to the County the following materials prior to start-up:

- Site layout plan
- Proposed operating procedures Site/operations safety plan

When all TDSR sites preparations are completed, the Contractor must notify the County Debris Manager who will inspect the site and approve the site for commencement of TDSR sites operations.

D. Debris Reduction Methods

It is anticipated that the County will mulch all vegetative storm debris. The Debris Removal Contractor(s) will process the vegetative debris using tub grinders at each TDSRS. Reduction operations will start as early as practical following the TDSRS receiving vegetative storm debris.

It is also assumed the County will use its existing contract with its yard waste processing/hauling contractor to process debris and transport mulch from (name of yard waste facilities) yard waste facilities to a final disposal facility.

The contractor will operate each TDSR site in an effective and efficient manner for such time as the County Debris Manager deems necessary. TDSR sites may operate on a 24-hour, 7-day basis unless otherwise directed by the County to prevent undue impact on nearby residents.

The contractor must operate such equipment as is necessary to efficiently reduce by mechanical means or incineration all materials deposited at the TDSR site. The Contractor must segregate all debris in accordance with the method of processing and potential for recycling and its ultimate disposal. The Contractor must separate and contain all hazardous wastes for pick up and disposal by the County's hazardous waste contractor. Comestible garbage shall be separated and contained for pick-up by the County's designated hauler.

The Contractor must staff the TDSR sites with sufficient personnel to ensure the waste stream segregation and processing operation does not reduce the capacity to remove debris from County streets in a timely manner. The operation of each TDSR site must conform to these specifications and any permits issued for the TDSR. The Contractor is responsible for all site and worker safety issues.

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The Contractor must make every effort to control the nature of the material allowed into the TDSR site, with the objective being to have only clean woody debris brought to and deposited in the TDSR site. To the extent practicable the Contractor must prevent hazardous materials, C&D materials, and comestible garbage from being brought onto the TDSR site. Contractor must segregate hazardous materials and comestible garbage, when discovered, for pick-up and disposal by the County's designated haulers. All materials brought to the TDSR site by vehicles under Contractor's control but not accepted at the TDSR site must be disposed of by the Contractor at an approved landfill or by other legal means of disposal.

The Contractor is responsible for monitoring the temperature of stockpiled mulch at least twice daily to detect hot spots resulting from natural microbial decomposition. Upon finding a hot spot the Contractor must mechanically mix the affected mulch to cool it down and avoid creating a fire hazard. The Contractor must secure the services of an independent laboratory to sample and test any ash generated from burning prior to its lawful disposal. Copies of all documents pertaining to the disposition of the ash (e.g., analytical results, shipping manifests, certificates of destruction) must be submitted to the County.

The Contractor must, to the extent practicable, separate hazardous waste and asbestos from all woody and structural debris that is to be further processed, reduced, recycled or burned. Segregation of asbestos from curbside debris planned for direct disposal at a landfill will not be required.

The Contractor must operate the TDSR sites in such manner as to minimize the possibility of infestation by rodents, other vermin and insects and to minimize the potential for attracting birds and wildlife. The Contractor will be responsible for proper and safe application of rodenticide and insecticide as a precautionary tactic to minimize the potential for infestation. Additional applications of such materials shall be made as necessary to eradicate infestations. All sites and work areas will be subject to inspection and monitoring by County health and safety personnel.

The Contractor will be considered the owner of all debris brought to a TDSR site. The Contractor must remove or arrange for the removal and final disposal of all debris brought to the TDSR sites. Options include but are not limited to sending the material to an authorized and properly permitted disposal area, recycling facility or resale entity. The Contractor must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the TDSR sites to disposal or recycling facilities. The Contractor must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the County Debris Manager for his/her review.

The Contractor must assume possession of all processed debris and may dispose of such debris in a manner that creates income for the Contractor. Reduction and disposal of the debris is the sole responsibility of the Contractor.

E. TDSRS Closure

The contractor will be responsible for preparing and closing out a TDSR site in accordance with specifications in the Debris Removal and Disposal Contract.

The Contractor must restore all TDSR sites to their original condition to the extent feasible or to the satisfaction of the County Debris Manager. Unless otherwise directed by the County, all improvements (e.g., fencing, haul roads, trailers) must be removed. The Contractor must reestablish grades (i.e., roads, and ditches) throughout each TDSR site. The Contractor must request and participate in site inspections by the County for final approval of all site closure and restoration activities.

The Contractor must complete soil and groundwater closure sampling and testing in the areas described in the baseline sampling information. The same tests must be completed as were

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performed prior to commencing with TDSR site operations (TPH and RCRA Metals). The analytical results must be provided to the County prior to closure of each TDSR site. Areas found to be contaminated above the baseline values must be remediated by the Contractor. The Contractor is regarded as the generator of such contaminants for the purposes of Federal environmental statutes.

3. *County Landfill.*

Jefferson County does not maintain a Class 1 landfill. The county transfer station is located at 8639 Landfill Road, Monticello.

The Debris Removal Contractor(s) shall be provided a list of potential C&D facilities and disposal sites to contract with directly.

OM will provide QA monitors at the final disposal locations in order to issue final disposal debris load tickets.

4. *Hazardous Waste (HW) / Household Hazardous Waste (HHW) Collection and Disposal*

A. Residential Household Hazardous Waste

The SWMD may open an HHW collection sites where residents may deliver their HHW and electronics. Operating days and hours will depend on the severity and/or location of the affected areas.

Materials accepted include paint, solvents, pool chemicals, hobby and craft supplies, lawn and garden chemicals, computers, stereos, televisions, etc. Collections are for residents only - NO chemicals or electronics will be accepted from commercial interests.

Hazardous Waste and electronics collected by the Debris Removal Contractor(s) will not be accepted at these sites. The Debris Removal Contractor(s) may utilize the County's contracted hazardous waste contractor for hazardous waste collection, packaging, storage, and disposal at the County's contracted rates.

Contact: Jefferson County Solid Waste Department

Telephone: 850-342-0184

B. Commercial/Industrial Hazardous Waste

The primary responsibility for coordinating hazardous materials during a County declared state of emergency rests with the Jefferson County Fire Department.

Contact: Fire Rescue - Jefferson County Fire Department

Telephone: 850-342-0178

For hazardous material releases, referrals should be made to the ESF #10 coordinator at the State EOC (850) 921-0223 or the State Warning Point at (800)320-0519.

Commercial/Industrial hazardous waste generators wishing to dispose of hazardous materials prior to or after a disaster event may utilize the County's contracted hazardous waste contractor for hazardous waste collection, packaging, storage, transport, and disposal at the County's contracted rates services. Hazardous materials may be delivered directly to the contractor's business location.

Contact: US Ecology

Telephone: 1-800-592-5489

5. *Recycling*

The county operates {thirteen} Community Collection Centers for the drop-off of recyclables. These are co-located with solid waste collection sites. The Community Collection Centers may

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be used to dispose of collectible items by those residential customers and non-Collectible items by non-residential customers.

Jefferson County Recycling Center(s) AND HOUSEHOLD TRASH

Solid Waste Main Office 1591 South Waukeenah Street at US 19	
HOUSEHOLD TRASH	
Aucilla 1171 South Salt Road	Nash Road 1389 Nash Road (158 B)
Bassett Dairy Road 30 Bassett Dairy Road	New Monticello 405 New Monticello Road
Fulford Road 2576 Fulford Rd	Pinckney Hill 6640 Ashville Highway
Lamont 9939 South Salt Road	Wacissa 10705 Gamble Road
Lloyd 8540 Old Lloyd Road	

SECTION VII: CONTRACTED SERVICES

The County Manager's Office manages a centralized procurement system that:

- Purchases all goods and services
- Disposes of salvage and surplus materials
- Uses procurement skills and technology that results in high quality and cost-effective services for all County departments partnering to deliver first class services to the citizens

The County Manager's Office is located at 450 W. Walnut Street, Monticello, Florida 32344.

SECTION VIII: PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL***1. Private Property Debris Disposal and Demolition***

Disaster generated debris on non-commercial private property must be moved to the curb or right-of-way of a County maintained street by the property owner before it can be disposed of at public expense. Private contractors hired by the County cannot enter and remove debris from private property without a signed right-of-entry/hold harmless agreement executed by the County. Debris on commercial private property will not be placed at the curb and must be removed at the owner's expense.

Debris removal on private property will be conducted in compliance with Section 15-1 of the Jefferson County Code of Ordinances.

NOTE: Before a Right of Entry/Hold Harmless agreement is implemented the legal responsibility must accrue to the local government by the local government invoking its policing powers as required to abate an immediate threat to life, public health or safety. When the local government has acted according to its own laws, ordinances or codes to remedy the immediate threat to life, public health or safety on private property, then the work may become eligible for reimbursement under the FEMA Public Assistance Program. See Attachment 7 for detailed guidance.

Debris removal and disposal from "Gated Communities" is the responsibility of the Homeowner's Association. The County may push debris from the roadway to open a single lane within the Gated Community to provide access for fire and medical response units.

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However, Homeowner's Associations must make arrangements with private contractors to have debris removed and hauled to a legal disposal site.

NOTE: The County or its private contractors will not remove debris from private property, gated communities, or private roads unless approved by the FEMA Public Assistance Officer. A listing of private streets is at Attachment 5. See Attachment 7 for detailed guidance.

Dangerous structures are the responsibility of the owner to demolish and remove at the owner's expense in order to protect the health and safety of adjacent residents. However, experience has shown that unsafe structures often will remain in place due to lack of insurance or absentee landlords. Care must be exercised to ensure that the DM properly identifies structures listed for demolition.

The DM and County Manager will coordinate with the State Public Assistance Officer, the FEMA Public Assistance Officer, and State Historic Preservation Officer regarding:

- Demolition of private structures; removing debris from private property.
- Local law and/or code enforcement requirement; Historic and archaeological sites restrictions.
- Qualified environmental contractors to remove hazardous materials such as asbestos and lead-based paint; and
- Execution of Right-of Entry/Hold Harmless agreements with landowners.

2. Condemnation Criteria and Procedures

The County will comply with its normal condemnation procedures if it assumes the responsibility to demolish structures following a major disaster. This normally requires a building safety official to contact the homeowner and assess and determine building structural integrity.

The normal building safety assessment should be used for the disaster condemnation criteria as well. Typically, any building or structure may be condemned if the building official determines that it represents a hazard to the health and safety of the public or poses a threat to public Rights-of-way. Following that determination, the applicant would then initiate condemnation proceedings.

Owner notification and condemnation hearings should be held in order to give the property owner time to correct the threat without government action. In some cases, liens may be secured in order to enforce the condemnation order. If the County performs the work, executing liens against the property allows the County to recoup the costs of demolition and debris removal from the property owner.

The County's normal procedures that require multiple notices to property owners, condemnation hearings, and liens may be expedited in the event of a catastrophic disaster that causes a high concentration of debris on private property over a widespread area presenting an immediate health and safety hazard.

The planning staff should review the condemnation criteria laws, regulations, legal notices, forms, and procedures before implementing condemnation proceedings.

A. Legal Documentation for Demolition

The County will implement standard procedures that apply to its condemnation process. During the planning process, the County legal counsel should review and update any documents for inclusion within the plan.

The following is a general list of documents that may be included in the plan.

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Verification of ownership ensures that the proper site and owner are identified, and the owner is aware of nature of the scheduled building assessment.

A right-of-entry form is signed by the homeowner and allows the building official to enter the property to complete the assessment. It should contain a hold harmless agreement that Documents the property owner's promise that he or she will not bring legal action against the County if there is damage or harm done to the property.

Building official assessment is the documentation of the damage to the structure and the description of the threat to public health and safety. This assessment should contain the building official's determination as to whether the structure should be condemned and whether it should be repaired or demolished. This may be an official structural assessment.

Verification of insurance information allows the County to pursue financial compensation if the property owner's homeowner insurance policy covers demolition and debris removal.

Archeological review outlines the archeological low-impact stipulations for demolition and debris removal activities and highlights the implications for the County if they fail to comply with the guidelines.

Environmental review ensures that adverse impacts to protected environmental resources are minimized or avoided when removing debris from the proposed site. These reviews should be acceptable to the appropriate resource agency. Wetlands and other water resources, hazardous materials, and endangered species habitats are among the resources of most frequent concern. Check to see if the State requires the evaluation or assessment of impacts to natural resources.

State Historic Preservation Officer (SHPO) review confirms that SHPO has been notified and correspondence has been received absolving the area of any historic significance.

Photos that show the disaster-damaged condition of the property prior to the beginning of the demolition work. This is generally one or more labeled pictures that confirm the address and identified scope of work on the property. If it is determined that a structure needs to be demolished, additional documentation may be required, not only for the County's legal protection, but also for the public's health and safety during the demolition and debris removal operations.

Letter or notice of condemnation is a document signed by the building official that outlines the specific threat to public safety and health.

Notice of demolition is issued to inform the property owner when the demolition will begin; notices shall be posted so as to provide a reasonable period of time in order for personal property to be removed. The County should attempt to notify the property owner, if not already contacted, through direct mail and local media.

Notice of intent to demolish is normally for the public health and safety of the neighboring residents. This notice is conspicuously posted on the structure to be demolished.

B. Demolition Permitting

Applicants may have a demolition permitting process in place. The planning staff may want to use those demolition permit requirements during a disaster-related demolition project. Common requirements for obtaining a demolition permit include a demolition plan, public notification, inspection requirements, and a hazardous waste report the demolition strategy may require the following information:

Site map, to scale. Showing the site with all structures and other features of interest.

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Site ingress and egress showing the fronting streets and planned route for the project. This may also include a movement of traffic strategy. Normal traffic will need to be diverted into other lanes.

Site preparation documents illustrate any pre-demolition work that may be required.

Examples include erosion control, vegetation removal, or utility pole adjustments.

Staging strategies show the sequence of events prior to during, and after demolition of the Structure.

Hazardous waste handling requirements detail if contents of the structure require dust suppression or wet demolition. These provisions also describe how hazardous waste or environmentally sensitive materials will be handled or disposed. This includes HHW and white goods. Asbestos requires specialized removal, handling, and disposal personnel and permits. Special documents or strategies may be required if the demolition of the building involves shoring, stabilizing structures, or any other special circumstances that may jeopardize another structure or the public's health and safety. Once it has been established that the building is to be demolished and the required processes are underway, a notification to demolish notice is posted on the building.

C. Inspections

The County should conduct regular inspections of demolition sites a few days prior to, the day of, during (occasionally), and upon completion of the operations. Inspectors should take photographs at each site visit for their records. These inspections and verifications generally include the following:

Water and sewer/septic tank inspection to verify the utilities have been terminated and isolated from the proposed sphere of influence during the demolition operations. The inspector should verify that all other utilities have been terminated during the same visit.

Occupancy inspection is conducted immediately prior to demolition to ensure that no one is physically in the building.

Open void inspection is performed if the structure has a basement that is to be filled.

This inspection will be conducted once the above-grade structure is gone and the inspector can visually see the entire below-grade excavation.

Post-demolition inspection is completed once the structure is demolished, the debris is removed, and the site graded. The County should require that a hazardous materials report be submitted to the State environmental protection agency. This report normally includes a description of any hazardous material that was found in the building, the means and measures to collect it, and the final disposal location of the hazardous waste

D. Demolition of Private Structures

The following procedures will be implemented should the need arise to enter private property and demolish private structures made unsafe by disasters to eliminate immediate threats to life, public health, and safety. In some cases, the costs of performing demolition of private structures may be eligible for Public Assistance grant funding. Typically the demolition of private structures to eliminate immediate threats is authorized under Section 403(a)(3XE) of the Stafford Act.

FEMA will consider alternative measures to eliminate threats to life, public health, and safety posed by disaster-damaged unsafe structures, including fencing off unsafe structures and restricting access, when evaluating requests for Public Assistance grant funding for demolition work. The Public Assistance staff must also concur that the demolition of unsafe structures and removal of demolition debris are in the public interest. The demolition of unsafe privately-owned structures and subsequent removal of demolition debris may be eligible when the following conditions are met:

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The structures were damaged and made unsafe by the declared disaster and are located in the area of the disaster declaration.

The applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public. An unsafe structure is a non-commercial or non-industrial structure that threatens the life, health or safety of the public because the structure is so damaged or structurally unsafe that partial or complete collapse is imminent. This certification may be made by the State or local government's building inspector and may be based on a structural assessment in accordance with local ordinances and building codes.

The applicant has demonstrated that it has legal responsibility to perform the demolition. Similar to private property debris removal, the applicant must demonstrate its authority and legal responsibility to enter private property to perform demolition of unsafe structures. The legal basis for this responsibility must be established by law, ordinance, or code at the time of the disaster and must be relevant to the post-disaster condition representing an immediate threat to life, public health, and safety, and not merely define the applicant's uniform level of services;

A legally authorized official has ordered the demolition of unsafe structures and removal of demolition debris.

The applicant has indemnified the Federal government and its employees, agents, and contractors from any claims arising from the demolition work; and

The demolition work is completed within the completion deadlines outlined in 44 CFR §206.204 for emergency work. Additional information on the general eligibility of demolition of private structures may be found in Appendix G, FEMA DAP9523.4, and Demolition of Private Structures.

E. Eligible Demolition Costs

Eligible costs associated with the demolition of private structures may include, but are not limited to:

Capping wells.

Pumping and capping septic tanks.

Filling in basements and swimming pools.

Testing and removing hazardous materials from unsafe structures including asbestos and household hazardous wastes.

Securing utilities (electric, phone, water, sewer, etc.).

Securing permits, licenses, and title searches. Fees for permits, licenses, and titles issued directly by the applicant are not eligible unless it can be demonstrated that the fees are above and beyond administrative costs; and/or demolition of disaster-damaged outbuildings such as garages, sheds, and workshops determined to be unsafe.

F. Ineligible DEMOLITION costs:

removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat; and/or

Removal of pads and driveways.

Structures condemned as safety hazards before the disaster are not eligible for demolition and subsequent demolition debris removal under Public Assistance grant authority. Individuals and private organizations (except for eligible Private Non-profits) will not be reimbursed for demolition activities on their own properties under the Public Assistance Program.

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G. Documentation for Demolition

In order to receive reimbursement of eligible demolition costs, applicants should provide documentation of applicable legal processes and scopes of work performed, similar to the private property debris removal process described above. Specifically, this includes:

Rights-of-entries; Photos of the structures.

Structural assessments, or other certifications that the structures are determined to be unsafe or pose an immediate threat to the public, based on local ordinances or building codes;

Notices of demolition; and

Documentation of environmental and historic review.

All documentation should be consistent with the requirements of applicable Federal, State, and local laws and regulations governing demolition of private structures. Additional documentation may be required by Public Assistance staff on a case-by-case basis to demonstrate eligible work performed and compliance with applicable Federal, State, and local laws and regulations.

H. Commercial Property

The removal of debris from commercial property and the demolition of commercial structures are generally not eligible for Public Assistance grant funding. It is assumed and expected that these commercial enterprises retain insurance that can and will cover the cost of debris removal and/or demolition. However, in some cases as determined by the Federal Coordinating Officer, the removal of debris from private commercial property and/or the demolition of private commercial structures by a State or local government may be eligible for FEMA reimbursement only when such removal is in the public interest. Industrial parks, private golf courses, commercial cemeteries, apartments, condominiums, and mobile homes in commercial trailer parks are generally considered commercial property.

I. Mobile Home Park Procedures

Higher density situations, specifically mobile home parks, create an extensive amount of mixed debris in a relatively small area. The planning staff should consider the same procedures for individual sites as a basis to be used in mobile home parks but should expect a more intense operation in all accounts of the operation. The most complex aspect of the operation will be documenting legal responsibility within the parks. Sometimes the mobile home park site is owned, operated, and maintained by one or more parties. The individual homes may be owned by one of those same parties or by the individuals that occupy the structures. As part of the planning exercise, the planning staff should investigate the legal responsibility for debris issues within the mobile home parks within the County. The County should coordinate the potential private property debris removal and demolition operations with the park owners in order to expedite recovery after an event. Agreements need to be made with respect to the debris collection, location, separation of materials, and the amount of debris expected to be handled.

3. Navigation Hazard Removal Procedures

Damage to publicly owned marinas caused by a major disaster can include abandoned sunken boats and other debris that may impede navigation. The procedures used for individual sites may be modified for this situation. The County should coordinate with US Coast Guard, the State marine patrol, other local government agencies, legal counsel, marine salvage contractors, commercial divers, and certified surveyors to ensure that navigation hazards are removed safely and efficiently. The two main challenges with navigation hazards are locating the debris and finding legal owners. Marinas can be inspected visually by a helicopter or boat. Sonar or dive teams may need to be employed for submerged vessels. A location or flotation marker may be

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helpful in order to keep vessel positions documented. The legal owner's information may be obtained by using the vessel's registration number and marina records.

SECTION IX: PUBLIC INFORMATION PLAN

1. Public Information Officer

A PIO should be assigned to the DMOC to develop a proactive debris information plan. Emphasis should be placed on actions that the public can perform to expedite the cleanup process.

2. Pre-scripted Information

Flyers, newspapers, radio, County Web site, and TV public service announcements will be used to encourage public cooperation for such activities as:

- Separating burnable and non-burnable debris.
- Segregating Household Hazardous Waste (HHW).
- Placing disaster debris at the curbside.
- Keeping debris piles away from fire hydrants and valves.
- Reporting locations of illegal dump sites or incidents of illegal dumping.
- Segregating recyclable materials; and disseminate debris route clearing and pickup schedules through the local news media, and Web postings.

SECTION X: WEAPONS OF MASS DESTRUCT/ON/TERRORISM EVENT

The first local emergency responder to arrive at the scene of an emergency situation will implement the Incident Command System (ICS) and serve as the Incident Commander until relieved by a more senior or more qualified individual. The Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites are identified, an incident command post may be established, and direction and control for the response transitioned to the Incident Commander.

The handling and disposal of debris generated from a Weapons of Mass Destruction (WMD) or terrorism event will exceed County and County capabilities. Therefore, the Incident Commander will implement the Incident Command System and will request immediate State and Federal assistance.

Normally, a WMD or terrorism event will, by its very nature, require all available assets and involve many more State and Federal departments and agencies. The nature of the waste stream as well as whether or not the debris is contaminated will dictate the necessary cleanup and disposal actions. Debris handling considerations that are unique to this type of event include:

Much of the affected area will likely be a crime scene. Therefore, debris may be directed to a controlled TDSR site by the Incident Commander or Federal law enforcement officials or further analysis.

The debris may be contaminated by chemical, biological, or radiological contaminants. If so, the debris will have to be stabilized, neutralized, containerized, etc. before disposal. In

Such an occurrence, the operations may be under the supervision and direction of a Federal agency and one or more contractor's specialty retained by that Federal agency.

The presence of contamination will influence the need for pretreatment (decontamination), Packaging, and transportation.

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The type of contaminant will dictate the required capabilities of the personnel working with the debris. Certain contaminants may preclude deployment of resources that are not properly trained or equipped.

The County Debris Manager will continue to be the single point of contact for all debris removal and disposal issues within the County following a WMD event. However, coordination will be exercised by the County Debris Manager through the Incident Commander located at the designated Incident Command Post.

In this type of event, the County Debris Manager and the DMOC staff will become supporting elements to the U.S. Army Corps of Engineers and will operate as requested by the USACE WMD Emergency Response Team.

Attachment I: Disaster Debris Program Management**STANDARD OPERATING PROCEDURES*****Prior to Landfall (Transition from Phase II to Phase III)***

At the earliest possible time before landfall of a predicted hurricane, the Debris Monitoring Consultant's debris management staff (DMS) key personnel should be placed on-call for different mobilization schedules and regimens for different categories of storms. Contact information for the DMS and Operations Manager (OM) should be compiled and distributed to the local government. Arrangements for communication during and immediately after the hurricane landfall are essential. At a minimum, OMS shall have individual cell phones and at least one satellite phone will be available for use. Debris assessment spotters should be strategically deployed throughout the County and use the same damage assessment key for categorizing damage and debris.

The Debris Removal Contractor(s) shall be contacted and placed on stand-by status depending upon the forecast path and category of the storm, they may be requested to report to ESF HQ. QA monitors shall be contacted for availability and placed on stand-by for deployment. The environmental team responsible for monitoring the Temporary Debris Storage and Reduction Sites (TDSRSs) shall prepare to survey the sites and establish a baseline, prior to use by the Debris Removal Contractor(s).

Disaster Debris Operations Management: Daily Operations Phase III and Phase IV

For Phase JJJ - TIME AND MATERIALS PERIOD APPLY THE FOLLOWING:

Scan and enter data from Time and Materials forms and Equipment Certification forms that have been completed by the QA Monitors in the field, into the database.

Prepare reconciliation report for contract management and Debris Removal Contractor(s). File copies of the reconciled reports for contract management and FEMA.

File copies of the Equipment Certification forms: (Master binder, FEMA binder)

Please note: Time and Materials forms and Equipment Certification forms are used for a limited duration at the beginning of an event. These documents are to be entered daily and reconciled with the appropriate contract unit price categories. Ideally Debris Removal Contractor(s) and the County should agree on forms and all equipment and prices prior to the event.

Disaster Debris Management Staff {DMS} Responsibilities & Duties {Phase III and IV}

Responsible for communicating with the ESF #3 Director and others in local government, managing the debris contract(s), communicating with the Debris Removal Contractor(s), and state and federal representatives and providing reports, summaries, and analysis of daily activities associated with the debris operation. The OMS 1s task with environmental oversight of the TDSRS(s) including permitting issues, daily operations, and final restoration. Daily responsibilities are listed below:

Prepare daily status report that addresses:

Number of cubic yards collected the previous day

By contractor

By TDSRS

By local government forces by franchise hauler

At community drop off

Total cubic yards collected to date

Locations where debris was collected (or 100% cleared) by debris crews for the previous day.

GIS Maps

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GPS and reverse geo-code addresses
 Parks, government agencies, public facilities
 Status updates from Debris Removal Contractor(s), by phone or arranged meeting.
 Number of trucks and crews operating that day Issues or problems
 Complaint referrals
 Damage referrals or updates
 Monitoring issues
 TDSRS issues
 Overall status of geographic area
 Daily briefings to the DM and/or the local government staff as required.
 Weekly (daily if appropriate) reconciliation of Debris Removal Contractor(s) time and materials and load ticket invoices.
 Review invoice and backup with Debris Removal Contractor(s)
 Reconcile invoice with database records
 Provide AFP to County for payment

Based upon the storm category, up to 3 teams (or shifts) could be used to provide DMS services. Responsibilities include data management, document management, quality assurance (QA), quality control (QC), data assimilation, database management, and reports. The OMS and local government will task a second and possibly a third shift of OMS staff with data entry of the debris load tickets, forms, and other pertinent documentation.

When paper debris load tickets are used OMS staff will:

Scan and enter data from the debris load tickets.
 Document any inaccuracies, missing data, and other issues with information entered on tickets for
 Operations Supervisor for immediate resolution.
 Provide summary reports of cubic yards by TDSRS, contractor, and local government forces.
 Scan and enter data from the stump and log tickets.
 Document any inaccuracies, missing data, and other issues with the information entered on tickets for Operations Supervisor for immediate resolution.
 Provide summary report of stumps by measurement category, by TDSRS, and contractor.
 Sort and file the debris load tickets in numbered sequence.
 QA/QC load ticket (e.g., legibility, completeness, etc.)
 Scan truck certifications or re-certifications into database.
 Generate daily log of certified trucks by number and cubic yards.
 Back check daily load tickets with truck certification summary log.
 File copies of certifications and list of certified truck lists in appropriate binders. (Master binder, FEMA binder)

Quality Assurance.

Review truck numbers listed on debris load tickets with list of certified trucks.
 Compare cubic yardages for each truck with certified cubic yardage.
 Document any discrepancies for Operations Supervisor.
 Back check all truck certification cubic yardage calculations.
 Prepare list of streets cleared or areas worked from the debris load tickets and/or debris clearing logs completed by monitors.
 Daily attendance logs are turned in by QA Supervisors for data entry. An attendance report is to be prepared each day. The report and originals are to be filed and retained as part of the documentation for reimbursement.

Complaint Tracking

Track all incoming complaints and serve as liaison with the County Call Center.

Debris Complaints

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DMS staff will enter incoming debris complaints into the database and compile a contractor area for distribution by the debris management team.

list sorted by

As complaints are resolved, enter the data and mark the complaint as resolved. Track the number of open complaints and coordinate with the contractor on expected date of resolution. Forward updates and resolution status to County Call Center.

Damage Complaints

Designate a staff person to administer all damage complaints. Depending on the number and severity of complaints this could be the same person handling debris complaints.

DMS staff will enter incoming damage complaints into database and compile a list sorted by contractor area for distribution 10 designated damage resolution staff.

Damage resolution staff will contact property owner, visit the site, photograph damage, take a statement, and contact the appropriate Debris Removal Contractor(s). This person (s) will be responsible for the complaint through its resolution. Status updates will be entered into the database including the final resolution.

Right-of-Way (ROW) Quality Assurance Monitoring Operations (Phase IV)

Responsibilities include debris load monitoring, load estimating, truck certifications, stump measurement, time and materials record keeping, quality assurance, and general oversight of the TDSRS. QA Supervisors and monitors begin the day at their assigned staging area or TDSRS.

Attendance Reports

QA Supervisors log out their ticket booklets and are also responsible for the daily attendance with each monitor signing in and out each day. Monitors are 10 denote their field position, for example, QA monitor, disposal site monitor, exit tower monitor, and the hours worked by position held.

At the end of each day, the QA Supervisor turns in the attendance sheet to the OM for data entry.

Ticket Assignment

QA Supervisors are responsible for tracking the tickets assigned to the QA monitors. A log is kept listing the pre-numbered tickets each QA monitor receives. These logs are to be given to the OM at the end of each day for data entry.

At the end of the project or at the end of a monitor's employment, any remaining unused tickets must be returned to the QA supervisor for reassignment.

Crew Assignment

QA Supervisors are responsible for assigning a QA monitor to each debris crew. The QA supervisor or operations supervisor will coordinate with the Debris Removal Contractor(s) to ensure sufficient monitors are available for any given day.

QA Load Site Monitoring of Debris Crews

Throughout their shift, each QA monitor will observe their assigned crew to ensure that the debris collected meets the FEMA eligibility guidelines. Monitors will issue a debris load ticket to only their assigned crews and only for the debris placed on the right of way.

Monitors will not issue a debris load ticket for materials collected on agricultural lands, private property or commercial property, unless otherwise instructed by the local government.

Any issues or problems in the field are to be reported to the QA Supervisor. Examples may include recurring problems with a specific crew cherry picking, catering private property, or leaving their assigned area to collect debris. A copy of a debris load ticket is provided as an attachment.

The QA Monitor is responsible for delivering copies of the debris load tickets to the QA Supervisor each day. This includes all voided tickets.

The QA Supervisor is responsible for delivering the completed and voided tickets and empty ticket booklets to the DMS staff for data entry.

Streets Cleared Forms

The QA Monitor is responsible for tracking all streets cleared and/or areas worked throughout the day. The QA Supervisor is to deliver these forms to the OMS staff for data entry.

Monitor Ticket Log

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The QA Monitor will keep a daily log noting the ticket number, truck number, street address or the nearest intersection and departure time of each load.

The QA Supervisor will deliver the log sheets to the Operations Supervisor for filing in a central location.

TDSRS Operations

The Debris Management Plan provides information on the process to establish locations of TDSRSs. The Debris Removal Contractor(s) may also provide additional TDSRS locations.

Pursuant to its contract with the County the Debris Removal Contractor(s) will be responsible for management of the TDSRS and disaster debris once the debris has been authorized for placement at the TDSRS.

Debris Removal Contractor(s) will maintain incoming disaster debris into separate manageable sections based on type (e.g., vegetative, C&D, Mixed, etc.) and also maintain an area for containment of HHW should it be collected inadvertently.

DMS will perform environmental compliance audits / inspections of each TDSRS and review the Debris Removal Contractor(s) proposed site layout plan for debris placement.

OM and/or DMS will operate from a mobile operations command tent, trailer or van.

The OM and/or QA TDSRS Supervisor will oversee the Debris Removal Contractor(s) TDSRS operations and approve the placement of the TDSRS entrance and exit towers. Each TDSRS shall have 1 QA Supervisor and 2 QA Tower monitors, but could vary depending upon activity at site.

OMS QA oversight at the TDSRS will consist of:

- Periodic quality control check of debris load tickets.
- Maintenance of a daily log/journal, which reflects any incidents that occur on site and records the name and affiliation of all visitors to the site.
- Incoming debris load classification and quantity load calls
- Minimize staging of equipment and crews from the site.
- Daily activities report summary (i.e., number of tickets, total quantity).
- H&S oversight.

Truck Certification

To haul and dispose of disaster debris a Debris Removal Contractor(s) vehicle must be certified and have a corresponding truck placard affixed to both sides of the side of the vehicle (i.e., that portion that will carry debris), and tandem DC vehicles will receive a certification and placard for each unit that carries debris.

The DM will designate a site(s) for truck certification to occur. This site may be a TDSRS and/or a TMD Service Unit.

DMS will provide a Truck Certification Team (Cert Team) that will certify Debris Removal Contractor(s) vehicles at designated sites and designated times.

The Cert Team will:

- Oversee truck certification site activities
- Measure Debris Removal Contractor(s) vehicles using a decimal measuring tape and calculate cubic yardage capacity.
- Photograph vehicle with digital camera.
- Complete and issue Truck Certification Form with corresponding Truck Placard.
- Manifest a copy of all completed Truck Certification Forms to the DM and provide input into database files.
- Perform random quality control checks of Debris Removal Contractor(s) vehicle capacity to

placard.

Stump Operations

Debris Removal Contractor(s) shall not handle or collect stumps until authorized by the DM.

A designated QA Stump monitor (Stump QA) will accompany each Debris Removal Contractor(s) stump crew. FEMA may also accompany the Debris Removal Contractor(s) stump crew.

There are two (2) types of stumps:

1. Hazardous Stumps - paid as a Hazardous Stump.
2. Stump Debris - paid as storm debris on a cubic yard basis.

Hazardous Stumps shall be handled pursuant to FEMA Recovery Policy RP9523.I I "Hazardous Stump Extraction and Removal Eligibility". Generally, a stump is considered a Hazardous Stump if it has a diameter greater than 24 inches and it is generated from within the right-of-way.

For Hazardous Stumps the Stump QA will:

- GPS locate each stump.
- Measure stump with forester's tape which provides a diameter measurement in tenths of a foot (decimal).
- Mark the stump with spray paint (color designated by FEMA, e.g., orange).
- Record information on the FEMA Stump Worksheet and the debris load ticket.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full of stumps.

Stump Debris consists of all stumps that are not Hazardous Stumps and may include but not be limited to stumps less than 24 inches, stumps greater than 24 inches that have been placed in the ROW.

For Stump Debris the Stump QA will:

- GPS locate each stump.
- Measure stump with forester's tape which provides a diameter measurement in tenths of a foot (decimal).
- Mark the stump with spray paint (use different color than that
- Designated by FEMA, e.g., blue).
- Record information on the Stump Debris Worksheet and the debris load ticket.
- Use FEMA Stump Conversion Table for calculating the cubic
- Yards of the stump based upon diameter of the stump.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full of stumps.

Leaners and Hangers Operations

Debris Removal Consultant(s) shall not handle or collect leaners and hangers until authorized by the DM.

A designated QA monitor (L&H QA) will accompany each Debris Removal Contractor(s) leaners and hangers crew. FEMA may also accompany the Debris Removal Contractor(s) crew.

The L&H QA will

- GPS locate each leaner and each tree with hangers.
- Measure leaner with forester's tape which provides a diameter measurement in tenths of a foot (decimal).
- Mark the leaner with spray paint (use color designated by FEMA, e.g., yellow).
- Record information on the Leaners and Hangers Worksheet and the debris load ticket.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full.

Dirty White Goods (DWG) Operations

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Debris Removal Contractor(s) shall not handle or collect dirty white goods and appliances until authorized by the DM. A designated QA monitor (DWG QA) will accompany each Debris Contractor DWG crew. FEMA may also accompany the DC crew.

The OWG QA will GPS locate the appliance(s).

- Mark the appliance (use color designated by FEMA, e.g., yellow).
- Record information on the Dirty White Goods Worksheet and
- The debris load ticket.
- Issue load ticket to Debris Removal Contractor(s) once the vehicle is full.

Derelict Vehicles, Boats (DVB) Operations

Debris Removal Contractor(s) shall not handle or collect derelict vehicles or boats until authorized by the OM.

A designated derelict vehicles or boats QA monitor (DVB QA) will accompany each Debris Removal Contractor(s) DVB crew. FEMA may also accompany the Debris Removal Contractor(s) crew.

The DVB QA will

- GPS locate the derelict vehicles or boats.
- Mark the derelict vehicles or boats (use color designated by FEMA, e.g., yellow).
- Record information on the Derelict Vehicles / Boats Worksheet and the debris load ticket
- Issue load ticket to DC once the vehicle is full.

Hand Load Operations

Hand Loads shall be handled pursuant to FEMA Recovery Policy RP9523.12 "Debris Operations - Hand- Loaded Trucks and Trailers". Trucks and trailers loaded physically by hand, instead of by means of mechanical equipment resulting in a reasonable level of compaction will be limited to a maximum 50% load call. Hand Load crews may be utilized to collect in areas not accessible to equipment loading.

Hazardous Materials Protocols

The primary responsibility for coordinating hazardous materials during a county declared state of emergency rests with the local Fire Department. Because of the county's limited hazardous materials response capabilities assistance with hazardous waste or material releases, will be referred to the ESF #10 coordinator at the state EOC (850) 445-7111 or the State Warning Point at (800) 320-0519.

OMS will assist with coordination of information regarding locations of Hazardous Materials. Upon discovery of Hazardous Waste, the OMS will notify ESF #10 and other agencies as appropriate. For Household Hazardous Waste (HHW) the drop-off sites will be established within Jefferson County. Residents will be required to separate and transport HHW to the pre-identified drop-off sites. Operating days and hours will depend on the severity and/or location of the affected areas. OMS will encourage the Debris Removal Contractor(s) to separate HHW at the curb and haul it to the County 's contracted Hazardous Waste Contractor for packaging, storage, transport, and disposal at the County ' s contracted rates.

The Debris Removal Contractor(s) and County Public Works/Road Department will coordinate the collection of eligible commercial or industrial hazardous waste from the disaster.

Gulf Power and other utility crews will handle all utility related debris such as power transformers, utility poles, cable, and other utility company material.

Quality Assurance / Health and Safety Training

The Contractor will train staff and QA/QC, staff will review incoming information daily and immediately note any inaccuracies, missing data, anomalies, and other issues with information entered on tickets or logs for the Operation Supervisor to resolve immediately.

Jefferson County Road Department Disaster Debris Management Plan

ATTACHMENT 2: TRAINING AND SAFETY PROGRAM OUTLINE

Overview of Operations and Objectives

Most Important Points (Health and Safety, Integrity, Promptness, and Professionalism)

Storm Debris Operations Photographic Presentation

Monitoring Objectives (Verify, Document, Quantify, Quality Assurance)

Project Team Organization and Roles

Quality Assurance Training

Communication Protocols and SOPs

Responsibilities and Duties (Review Scope and explain job requirements)

Intensive Data Capture Methods (paper load ticket and automated system)

Equipment Usage and Requirements

Maps and Debris Zones

Salient FEMA and FHWA Requirements

Regulatory Agency Interaction Protocols

Daily Reports, Logs, and Timesheets

Quality Control Procedures and Expectations

Health and Safety Training

Describe H&S Requirements of Debris Recovery Operations Describe Debris Activities and H&S Expectations

Discuss Health and Safety Plan, Communication Protocols and SOPs Overview of Health and Safety Considerations

Identify Debris Monitoring Hazards

Operational Hazards

Damaged Infrastructure and Secondary Collapse Slip, Trip and fall / Uneven Terrain

Fires and Explosions

Electrical

Equipment

Heavy Equipment

Vehicle Traffic - Roadside and Debris Site

Health Hazards

Chemical and Biological Debris

Smoke and Dust

Asbestos

Noise

Personal Hygiene

Environmental Hazards

Adverse Weather

Heat and Cold Stress

Vegetation, Insects, and Animals

Engineering Controls, Work Practices and Personal Protective Equipment