



Town of _____
Micanopy
_____ Florida

July 14, 2026

AGENDA ITEM:

Approval of Disaster Debris Management Agreements

BACKGROUND:

To strengthen the Town's disaster preparedness and ensure compliance with state and federal disaster recovery requirements, staff recommends approval of two agreements related to post-disaster debris management.

The first is a Memorandum of Understanding (MOU) with Alachua County, which allows the Town to participate in the County's pre-authorized Disaster Debris Management Site (DDMS) program. The MOU satisfies the requirements of recently enacted Florida law requiring counties and municipalities to identify and annually pre-authorize debris management sites for use following a declared disaster. Under the agreement, the Town will have access to County-operated debris management sites while remaining responsible for the collection, monitoring, documentation, and final disposal of debris generated within the Town.

The second agreement is a Disaster Debris Removal, Reduction, and Disposal Services Agreement with Ceres Environmental Services, Inc. Alachua County competitively solicited these services through Request for Proposal (RFP) 26-75, allowing participating municipalities to utilize the resulting contract through a cooperative purchasing ("piggyback") process. The attached agreement has been reviewed by the Town Attorney and incorporates the recommended revisions while extending to the Town the same pricing, terms, and conditions established under the County's contract.

Staff is also finalizing a companion agreement for disaster debris monitoring services. Because FEMA requires independent monitoring of debris removal operations for reimbursement eligibility, a separate monitoring contract will be presented to the Commission for approval at a future meeting once the attorney's review has been completed.

It is important to note that these agreements are intended for large-scale disaster events that exceed the Town's ability to manage debris removal with its own personnel and existing contractors. For routine storm events and localized cleanup efforts, the Town will continue to utilize Public Works staff and its existing debris removal contractor. These agreements would be activated only when a significant disaster—such as a major

706 NE Chokolka Blvd.
PO Box 137, Micanopy, FL 32667-0137
(352) 466-3121 Town Hall (352) 466-4912 Fax
townhall@micanopytown.com

hurricane or other emergency—generates debris volumes that require additional resources and specialized disaster recovery services.

Approving these agreements before a disaster occurs positions the Town to rapidly mobilize qualified contractors when needed, utilize pre-authorized debris management sites, comply with FEMA procurement requirements, and maximize eligibility for state and federal disaster reimbursement following a declared emergency.

FISCAL IMPACT:

There is no immediate fiscal impact associated with approval of these agreements. Costs will only be incurred if the agreements are activated following a declared emergency and disaster debris services are requested by the Town.

STAFF RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding with Alachua County and the Disaster Debris Removal, Reduction, and Disposal Services Agreement with Ceres Environmental Services, Inc., and authorizes the Mayor to execute the agreements. Staff will return to the Commission with the companion Disaster Debris Monitoring Agreement upon completion of the legal review.

**AGREEMENT BETWEEN TOWN OF MICANOPY & CERES
ENVIRONMENTAL SERVICES, INC. ~~FOR~~ TO PIGGYBACK
ANNUAL DISASTER DEBRIS REMOVAL, REDUCTION, AND
DISPOSAL SERVICES**

This Agreement ("Agreement") is made by and between TOWN OF MICANOPY, Florida, a Town of the State of Florida, by and through its Town Council (the "Town") and Ceres Environmental Services, Inc. a Florida Profit Corporation which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Town, in conjunction with Alachua County, publicly issued Request for Proposal (RFP) 26-75 seeking qualified firms or individuals to provide Annual Disaster Debris Removal, Reduction and Disposal Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the Town identified Contractor as a top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the Town; and

WHEREAS, the Town desires to engage Contractor to provide the work and services described herein;
and

WHEREAS, the Contractor currently provides Annual Disaster Debris Removal, Reduction and Disposal Services to Alachua County following a competitive procurement process completed by Alachua County and agreed to by the Contractor, a copy of which is incorporated herein and attached hereto as **Exhibit A** (the "Alachua County Agreement"); and

WHEREAS, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the Town is a public agency subject to Chapter 119, Florida Statutes; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Alachua County Agreement between the Contractor and Alachua County for utilization of the same or similar services, and the Contractor consents to the aforesaid "piggybacking", and agrees to extend to the Town of Micanopy the same pricing, terms, and conditions of the Alachua County Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the Alachua County Agreement, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Town and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.

2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Disaster Debris Removal, Reduction and Disposal Services, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the Town. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

3. **Term.** This Agreement is effective on execution by both Parties (“effective date”) and continues through September 30, 2031, unless earlier terminated as provided herein. This Agreement may be amended at the option of the Town for two (2) additional five (5) year term(s) at the same terms and conditions outlined herein. In the event the Town shall order work under this Agreement to commence under the terms of this Agreement which shall not be scheduled for completion under the Term of the Agreement set herein, then this Agreement shall remain in effect until the work assignment so ordered is completed or this Agreement is terminated as provided for herein.

4. **Qualifications.** By executing this Agreement, Contractor makes the following representations to Town:

A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.

B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.

D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the Town. The Parties acknowledge that there is nothing in this Agreement that precludes Town from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

A. Payment will be made by the TOWN OF MICANOPY after the services have been received, and found to comply with the specifications, and have been properly invoiced. All invoices shall bear the TOWN OF MICANOPY purchase order number. The Contractor acknowledges that this is a contingent services contract and that no payments will be made or due from the Town unless Contractor is specifically engaged by the Town for a specific emergency. Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.

B. Market Surge Adjustment. In the event of a widespread disaster resulting in regional contractor demand, the unit prices set forth in this Contract for all (line items) eight table shall be subject to a Market Surge Adjustment, based on the following conditions:

1. If 25% to 49% of counties within the State of Florida are under an active FEMA Category A work assignment (as evidenced by publicly issued FEMA mission tasking orders), an increase of 10% shall be applied to all unit rates
2. If 50% to 74% of counties within the State of Florida are under an active FEMA Category A work assignment (as evidenced by publicly issued FEMA mission tasking orders), an increase of 30% shall be applied to all unit rates.
3. If 75% or more of counties within the State of Florida are under an active FEMA Category A work assignment (as evidenced by publicly issued FEMA mission tasking orders), an increase of 50% shall be applied to all unit rates.

C. As a condition precedent for any payment, Contractor must submit monthly invoices to the Town requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the Town. All invoices shall be submitted in accordance with RFP 26-75. Contractor's invoice must describe the Service rendered, the date performed [and time expended, if billed by hour], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the Town may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the Town that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the Town that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the Town at the following address, unless otherwise directed by the Town:

Town of MICANOPY
Cindy M Bishop
Town of Micanopy
Administrative Assistant
cbishop@micanopytown.com
352-466-3121

The Town will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the Town shall remit all payments to:

CERES ENVIRONMENTAL SERVICES, INC.
6371 Business Blvd, Suite 100
SARASOTA, FL 34240

E. If the Town has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the Town may withhold payment of sums then or in the future otherwise

due to Contractor until the inaccuracy, and the cause thereof, is corrected to the Town Manager's or his/her designee's reasonable satisfaction.

F. The Town's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the TOWN OF MICANOPY Board of Town Council. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any Town fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the Town in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

7. **Town Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the Town either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on Town property, including inside any Town owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on Town Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the Town within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

8. **Deliverables.** All project deliverables and documents are the sole property of Town and may be used by Town for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The Town's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

9. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. **Default and Termination.**

A. Termination for Default: The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the Town may provide a written notice

of default. The Town Manager and his/her designee is authorized to provide notice of default on behalf of Town and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the Town Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of Town. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

B. Termination for Convenience: Town may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. Town Manager and his/her designee is authorized to provide notice of termination on behalf of the Town. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the Town currently or to be provided to the Town, unless the notice from the Town directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.

C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the Town, Town may terminate this Agreement upon written notice to Contractor. Town Manager and his/her designee is authorized to provide notice of termination on behalf of the Town. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

D. Upon termination of this Agreement based upon the above, the Town may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the Town's best interest. Upon termination, Contractor will deliver to Town all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against Town shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against Town, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

11. Indemnification. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN OF MICANOPY AND ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "TOWN OF MICANOPY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST TOWN OF MICANOPY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO TOWN OF MICANOPY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the Town is alleged to be

liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and Town will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the TOWN OF sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

12. **Damages for Breach**. In accordance with Florida Statutes, section 252.505, in the event of breach of this Agreement by the Contractor during an emergency recovery period, which is defined to be a one-year period that begins on the date the Governor initially declares a state of Emergency for a natural emergency, the Contractor shall pay the Town a \$5,000 penalty and shall also pay the Town's actual and consequential damages.

13. **Notice**. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

CERES ENVIRONMENTAL SERVICES, INC.
6371 Business Blvd, Suite 100
SARASOTA, FL 34240

To Town:

Town of MICANOPY
Cindy M Bishop
Town of Micanopy
Administrative Assistant
cbishop@micanopytown.com
352-466-3121

14. **Federal Contract Provisions**. While working for the Town under the terms the Agreement Federal Funds may be used, the Contractor shall comply with required 2 CFR 200, Appendix II Federal Contract Provisions, **Exhibit "4"** attached to this Amendment, which is incorporated and made part of the Agreement.

15. **Standard Clauses**.

A. **Public Records**. In accordance with §119.0701, Florida Statutes, Contractor, when acting on behalf of the Town, shall, as required by Florida law:

1. Keep and maintain public records required by the Town to perform the Services.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
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 term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the Town.
4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the Services. If Contractor transfers all public records to the Town upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the Town's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S PUBLIC RECORDS CUSTODIAN AT ASTONE@HIGHSPRINGS.GOV PPolk@micanopytown.com OR ~~23718 W US HWY 27706 NE CHOLOKKA BLVD~~, MICANOPY, FL ~~32643-32667~~ (~~386-454-1416~~~~352-466-3121~~).

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The Town may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the Town in writing and will work, at Contractor's expense, to prevent or stop the data breach.

- B. **Confidential Information.** During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals,

written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Town shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. Town will promptly notify Contractor in writing if the Town receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless TOWN OF MICANOPY and its council, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to Town's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the Town the right to continue using the good or product, Contractor shall remove the product and refund the Town the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the Town from claims or damages related to disclosure by the Town.

C. Auditing Rights and Information. Town reserves the right to require the Contractor to submit to an audit, by any auditor of the Town's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to Town for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the Town, Contractor shall pay to Town the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to Town the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Town's reasonable audit costs incurred as a result of its audit of Contractor. Town may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and Town. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to Town. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the Town's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be

included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. **Laws & Regulations.** Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for TOWN OF MICANOPY, Florida.

F. **Amendment and Assignment.** The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The Town and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. **Additional Services.** Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. **Independent Contractor.** In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the Town. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify Town of any conflict of interest due to any other clients, contracts, or property interests.

L. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other

than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the Town has the right to termination this Agreement without liability, and at the Town's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. **Collusion.** By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. **Severability and Ambiguity.** It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original

graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. **Affidavit Of No Coercion.**

- a. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.
- b. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit 5**. Pursuant to §787.06, Florida Statutes, Section 787.06(13), Florida Statutes requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

T. Contracting With Entities Of Foreign Countries Of Concern Prohibited.

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:
 - i. The entity is owned by the government of a foreign country of concern;
 - ii. b. The government of a foreign country of concern has a controlling interest in the entity; or
 - iii. c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.
3. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Second Agreement as **Exhibit 7**.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the Town, through the Town Manager for the TOWN OF MICANOPY, who is authorized to sign and by Contractor, through its duly authorized representative.

TOWN OF MICANOPY, FLORIDA

By: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY TOWN MANAGER IF SIGNED BY
TOWN MANAGER CLERK DOES NOT ATTEST AND SIGNATURE BLOCK IS REMOVED

ATTEST:

By: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

Town Clerk

(SEAL)

CERES ENVIRONMNTAL SERVICES, INC.

Signature

TIA LAURIE, CORPORATE SECRETARY
Name Printed

DATE: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF
INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE
AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A
NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services/Work

1. General Requirements

- 1.1. The Contractor shall provide Annual Disaster Debris Monitoring Services consisting of, but not limited to, the following services:
 - 1.1.1. The Contractor shall provide all trained labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the monitoring of the debris removal contractor and his subcontractors as directed by the Town. This task of the scope of service shall commence within the first twenty-four (+/-) hours after post-event mobilization.
- 1.2. At a minimum the Contractor's team shall consist of the following positions:
 - 1.2.1. Project Manager: primary point-of-contact to the Governmental Entity and overall responsible for all Contractor's services and personnel.
 - 1.2.2. Operations Manager: responsible for field monitoring operations.
 - 1.2.3. Field Supervisor: responsible for crews of Field Monitors.
 - 1.2.4. Field Monitor: responsible for overseeing debris recovery contractor's compliance and issuing load tickets.
 - 1.2.5. Tower Monitor: responsible for recording the volume of debris brought to a debris disposal site by a debris recovery contractor.
 - 1.2.6. Drop-off Site Monitor: responsible for determining the eligibility of participants at drop-off sites and issuing load tickets to the debris recovery contractor.
- 1.3. Billing/Invoice/Data Entry Tracking: verification and entering of load tickets.
- 1.4. All members of the Contractor's team shall have obtained the appropriate level of the Federal Emergency Management Agency's National Incident Management Certification and copies of all certifications shall be supplied to the Governmental Entity.
- 1.5. The Contractor shall equip all members of their team with cellular phones with Global Positioning System capabilities such that:
 - 1.5.1. All members of the Contractor's assigned staff can be located real time via an online GIS application provided to the Governmental Entity by the Contractor.
 - 1.5.2. Governmental Entity will be automatically updated by the online GIS application if any members of the Contractor's team and contractor's staff cross into pre-set areas not under the purview of the Governmental Entity.
 - 1.5.3. The Contractor's team members' location for each day can be traced and saved into an electronic report provided to or accessible by the Governmental Entity at least daily.
 - 1.5.4. All members of the team can use their provided cellular phone to obtain present-time coordinates for reports and ticket writing.
 - 1.5.5. All members of the team shall conduct monitoring activities using properly marked vehicles.

- 1.6. The Contractor shall be responsible for scheduling all work for all their personnel on a daily basis. The Contractor shall also assist Governmental Entity in coordinating the work assignments for the debris recovery contractors.
- 1.7. The Contractor shall assign an Operations Manager to oversee each debris recovery contractor that is employed by the Governmental Entity.
- 1.8. Any FEMA reimbursements for eligible expenses normally due to the Town that are denied by FEMA due to documented errors or omissions by the Contractor or for which the Contractor is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by the Contractor to the Town at the rate that FEMA would have reimbursed the party had such errors or omissions not occurred. If fault is shared, then the penalty is shared. If fault is due to the Contractor, then only the Contractor is penalized. However, the Contractor will not be liable for any denied reimbursements to the Governmental Entity unless the denied cost directly and demonstrably resulted by Contractor's negligence.
- 1.9. Should the Contractor fail to respond within the specified time frame the Contractor shall be responsible for any increase in costs incurred by the Governmental Entity in securing services with the specified time frame from alternate Contractors.
- 1.10. The Contractor's Project Manager shall assist the Governmental Entity in developing a Debris Management Action Plan for the specific occurrence.
- 1.11. The Contractor shall prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the activities and progress from the previous day and shall be distributed at a daily briefing and to the designated Governmental Entity representative. The Contractor shall also communicate any short- or long-term problems. Weekly reports shall document the review and validation of debris recovery contractors' load tickets; these reports shall be submitted to the designated Governmental Entity representative prior to submitting invoices for payment.
- 1.12. The Contractor shall prepare a final report to be submitted to a distribution list as established by the Governmental Entity within 30 days of completion of the debris recovery operation. Electronic copies in a format acceptable to the Governmental Entity will be provided. At a minimum, the following information will be included in the final report:
 - 1.12.1. A summary and discussion of disaster response requirements and results.
 - 1.12.2. Copies of manifests, certificates, and related documents.
 - 1.12.3. Copies of all load tickets, log books, photographs.
 - 1.12.4. Copies of all correspondence, conversations and meeting notes.
- 1.13. As specified in section 200.318(j) of the Code of Federal Regulations, this contract shall have a ceiling price of one million two hundred thousand (\$1,200,000) dollars per week. The Contractor shall be responsible for all weekly expenses that exceed the ceiling amount.

- 1.14. The Governmental Entity's Project Manager will be identified and his/her designee in executed agreement with Contractor. r will be identified and his/her designee in executed agreement with Contractor.

2. Field Monitoring

- 2.1. Upon issuance of a Notice to Proceed by the Town Manager, the Contractor shall provide the following debris management services, primarily on a dawn-to-dusk, 7 day per week basis, as directed by the Town. The Town Manager or his/her designee must be reachable 24 hours a day. The Contractor shall be available to conduct debris monitoring activities at any time that debris removal is taking place. A Notice to Proceed may be provided electronically.
- 2.2. The Contractor shall provide all labor, materials, equipment, tools, signage and any other incidental items to accomplish the monitoring of the debris removal contractor and his subcontractors as directed by the Town. This is to include sets of vehicle scales with a minimum capacity of 20,000 pounds per pad (each scale must be able to handle 20,000 pounds) and/or towers at each disposal site for personnel to verify volume contained in each arriving vehicle. By placing the responsibility with the monitoring contractor, we ensure the integrity of the equipment. The Town Manager has the authority to waive the scales requirement and only use volume-based measurements.
- 2.3. The Contractor shall issue weight and/or volume-based tickets to all debris removal contractors and sub-contractor vehicles at the collection site. Debris removal contractor and sub-contractor shall take two copies to the disposal site while the Contractor shall keep two copies as well, one of which is to be handed over to the Town within twenty-four hours of issuance. All tickets shall contain the following information: FEMA disaster number, if applicable source and location of waste collected, date and time weighed, material collected, gross weight of vehicle or estimated net volume of material hauled by the vehicle, name of driver operating vehicle, name of monitor weighing or estimating vehicle cargo, debris removal fleet number of vehicle hauling debris as assigned by the Town. All tickets issued at the collection site shall have a unique number between 1 and 99,999 and shall be issued in sequential order starting at 1. Tickets must meet minimum FEMA requirements.
- 2.4. Contractor shall issue different colored tickets for recognized ineligible debris collected at the request of the Town.
- 2.5. The Contractor shall ensure that only debris qualifying for emergency funding under the FEMA is collected.
- 2.6. The Contractor shall ensure that the collection crew(s) assigned to specific area(s) remain confined to that assigned area until all collections are completed to the satisfaction of the Town.
- 2.7. The Contractor shall ensure collection completion of each assigned area prior to providing a crew a new area as assigned by the Town.

- 2.8. The Contractor shall keep accurate records of areas collected, dates of each collection pass, identity of crew(s) that collected in the area. All records of collected areas shall also be plotted on a map provided by the Town.
- 2.9. The Contractor shall survey assigned areas for special needs and record information to be provided to the Town on the following: location and size of tree stumps, hazardous trees, and other potential problems.
- 2.10. The Contractor shall ensure that the same crew from the debris removal contractor or his subcontractors collects debris in the same area each collection pass if possible.
- 2.11. The Contractor shall ensure that debris removal contractor and his sub-contractors do not exceed the daily start and stop times imposed by the Town.
- 2.12. The Contractor shall ensure that the debris recovery contractors or their subcontractors have not substituted or modified debris recovery equipment.
- 2.13. The Contractor shall be responsible for verifying the proper loading and compaction of debris into the debris recovery contractor's equipment.
- 2.14. The Contractor shall document all physical (property, personal or vehicle) damages reported, be they alleged or confirmed, and notify the Town within one business day of occurrence or discovery.

3. Temporary Storage Sites

- 3.1. The Contractor shall issue weight and/or volume-based tickets to all contractor and sub-contractor vehicles disposing at all temporary storage sites. A copy shall be provided to the driver of the vehicle who in turn shall provide a copy of the ticket issued at the collection site. The ticket issued at the disposal site shall contain the following information: FEMA disaster number, name of temporary disposal site as assigned by Town (if applicable), date and time weighed, gross weight of vehicle or estimated cargo volume, name of driver operating vehicle, type of debris, number of the ticket given at collection site, debris removal fleet number of vehicle hauling debris as assigned by the Town. All tickets issued at the collection site shall have a unique number between 1 and 99,999 and shall be issued in sequential order starting at 1. All tickets disbursed shall meet FEMA ticket requirements. All measurements must comply with FEMA standards.
- 3.2. The Contractor shall be responsible for assuring that all debris recovery contractors have unloaded all their vehicles of debris and ceased operations for the day by the cessation time designated by the Town.
- 3.3. All fleet vehicles of debris removal Contractor and sub-contractors shall be initially assigned a unique fleet number which shall be matched with the Vehicle Identification number (VIN) along with either
 - 3.3.1. Tare weight measured with the fuel tank at 50% capacity, or
 - 3.3.2. Volume of cargo space rounded out to the nearest cubic yard
 - 3.3.3. All removable devices such as trailers shall be included in the tare weight or cargo volume and the fleet number shall be followed by the letter 'T' to indicate that tare

weight or cargo volume includes a trailer or other removable device. This is so the monitors can verify the presence of said removable device prior to the assignment of a final gross weight or cargo volume percentage estimate on tickets.

- 3.4. The Contractor shall ensure that all vehicles disposing of waste at all temporary sites designated by Town are eligible to do so in that they not only belong to the debris removal contractor or his sub-contractors but that they have been properly registered (see section 4). It shall be the responsibility of the Contractor to inform vehicles of ineligible status and inform them of how to manage their debris.
- 3.5. The Contractor shall ensure that all drivers, whether employed by the Contractor or debris collection Contractor and/or sub-contractors, possess a valid, current Driver's License for the type or types of vehicles operated.
- 3.6. The Contractor shall provide a minimum of two debris site monitors per public debris drop-off site who shall be responsible for verifying the eligibility of the debris, recording on load ticket the address of the origin of the eligible load, recording the type and quantity of debris, license plate of the vehicle.
- 3.7. The Contractor shall provide a minimum of two debris site tower monitors per debris disposal or public debris drop-off site. All tower monitors shall record the volume or weight of debris brought to the site by the debris recovery contractors on tickets as specified herein. Tower monitors shall also provide photographic records of incoming loads if and as suggested and directed by the Town. Tower monitors shall be responsible for collecting all load tickets at the end of the day and providing them to the Town designated personnel. Tower monitors shall also be responsible for verifying that all debris contractors' equipment has been completely emptied prior to leaving the disposal facility.
- 3.8. The Contractor shall provide a representative to monitor the entrance of the disposal site during normal hours of operation.

The Contractor shall maintain on a current basis, and report at least weekly to the Town, the debris removal contractor and sub-contractor fleet vehicle database which shall include the following information: unique fleet number, VIN, vehicle make and type, vehicle color, license plate, tare weight and/or maximum cargo volume.

Exhibit 2: Rate Schedule

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS

“ARTISAN CONTRACTORS / SERVICE CONTACTS”

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Town Council for the TOWN OF MICANOPY, the TOWN OF MICANOPY, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

Contractor/Vendor shall provide a Certificate of Insurance to the Town with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contract is renewed) or prior.

SUBCONTRACTORS

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Town Council for the TOWN OF MICANOPY

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Federal Provisions

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 (“2 CFR 200”), including Appendix II to such Part (“Appendix II”).

In addition, the Parties agrees as follows:

1. The Parties agree that the Town is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. The Parties agree that the Town may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services. (When required by federal program legislation, prime construction contracts over \$2,000 awarded, not applicable to FEMA Grant and cooperative agreement programs, including the PA Program)
 - a. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Contractor and any subcontractors to Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR §5.12
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Contractor agrees to report each violation to TOWN and understands and agrees that Town will, in turn, report each violation as required to assure notification to Federal and the appropriate Environmental Protection Agency Regional Office.
 - (iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal grants.
 - b. Federal Water Pollution Control Act
 - (i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to Federal and appropriate Environmental Protection Agency Regional Office.
 - (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal funds.”
5. Suspension and Debarment
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2

C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Town. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

- a. Contractor hereby certifies to the best of its knowledge that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. By executing this Agreement, Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials
 - a. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
8. Access to Records

The following access to records requirements apply to this Agreement:

 - a. Contractor agrees to provide Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
9. Use of DHS Seal

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
10. Compliance with Federal Law

This is an acknowledgement that Federal financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:
 - (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 - (b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities 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; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Contractor from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical

technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

14. “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by Contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause

is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)

a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

b) Definitions. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any

information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

Exhibit 5: No Coercion Affidavit

AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES

State of Florida

County of Sarasota

I, TIA LAURIE, as CORPORATE SECRETARY of Ceres Environmental Services, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Ceres Environmental Services, Inc..
3. I attest and affirm that Ceres Environmental Services, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the TOWN OF MICANOPY to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

TIA LAURIE, CORPORATE SECRETARY
Name Printed

Date Signed

Exhibit 6: Foreign Countries of Concern Affidavit

AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN

PURSUANT TO 287.138, Florida Statutes

State of Florida

County of Sarasota

I, TIA LAURIE, as CORPORATE SECRETARY of Ceres Environmental Services, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Ceres Environmental Services, Inc..

3. I attest and affirm that the following is true and correct: _

a. Ceres Environmental Services, Inc. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Ceres Environmental Services, Inc.

c. Ceres Environmental Services, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the TOWN OF MICANOPY to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

TIA LAURIE, CORPORATE SECRETARY
Name Printed

Date Signed

**MEMORANDUM OF UNDERSTANDING BETWEEN ALACHUA COUNTY AND THE
CITIES OF GAINESVILLE, ARCHER, HIGH SPRINGS, NEWBERRY, HAWTHORNE,
WALDO, MICANOPI AND LACROSSE, FOR THE USE OF DISASTER DEBRIS
MANAGEMENT SITES, NO 14842**

This Memorandum of Understanding (“MOU”), by and between ALACHUA COUNTY, a charter county under the laws of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County,” and the City of Gainesville, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Gainesville") , , the City of Archer, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Archer"), the City of High Springs, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "High Springs"), the City of Newberry, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Newberry") Hawthorne, the City of Waldo, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Waldo"), the Town of Micanopy, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Micanopy") and the Town of LaCrosse, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "LaCrosse") (hereinafter, the cities and towns referenced above may be referred to individually as a “City” or collectively as the "Cities")(the County and the Cities may be hereinafter individually referred to as a “Party” and collectively as the “Parties”).

WHEREAS, the County requested and received authorization from the State of Florida Department of Environmental Protection (the ‘FDEP’) to identify specific County sites as Disaster Debris Management Site(s) (DDMS) for 2025; and

WHEREAS, the DDMS will be used as locations for collection and handling of vegetative disaster debris from hurricane/storm for the County and the Cities; and

WHEREAS, to maintain authorization to operate DDMS the County must ensure compliance with the established State of Florida guidelines; and

WHEREAS, Florida Senate Bill 180 2025 (now codified, in part, in §403.7071(8)(b), Florida Statutes)(hereinafter referred to as “SB 180”) requires that each county and municipality shall apply to the Florida Department of Environmental Protection for authorization of at least one debris management site and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department; and

WHEREAS, SB 180 states that a municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The

memorandum of understanding must be approved annually as part of the preauthorization process.

WHEREAS, the Cities wish to jointly apply with the County for the authorization of debris management sites in Alachua County.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledge by the Parties agree as follows:

1. **Purpose:**

1.1. The purpose of this MOU is to provide the framework by which the Cities may use the DDMS identified by the County for the management of vegetative disaster debris. Following the Governor’s Declaration of an Emergency for Alachua County for a natural disaster classified as a tropical storm or hurricane by the National Weather Service (“Storm”), the County will make a portions of its DDMS sites available to the Cities for the storage of vegetative debris produced by the Storm (“Debris”), as more particularly set forth herein.

2. **General Understandings and Responsibilities:**

2.1. **County’s Rights and Responsibilities**

2.1.1. Except as otherwise provide in section 2.3.2, the County shall have the responsibility to establish and maintain each DDMS in accordance with the Pre-Authorization for Disaster Debris Management Sites (DDMS) notification dated February 25, 2026, attached hereto as **Exhibit “1”**, as may be updated with annual renewals, and the Florida Department of Environmental Protection Guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites dated October 5, 2024, attached hereto as **Exhibit “2”**.

2.1.2. County DDMS Established Sites. The following DDMS sites have been pre-authorized by the Florida Department of Environmental Protection as set forth in **Exhibit 1**:

2.1.2.1. Site Name: ECO-LOOP PROPERTY-107467
Site Address: 5401 NE 63RD AVENUE Gainesville, FL, 32609
Capacity: 96,801 cubic yards

2.1.2.2. Site Name: ALACHUA COUNTY - NEWBERRY DDMS-108535
Site Address: 2429 SW 266TH STREET Newberry, FL, 32669
Capacity: 322,670 cubic yards

2.1.2.3. Site Name: ALACHUA COUNTY NW-29653

Site Address: 15404 CR 235A OFF CR 235A 3/4 MILE SOUTH OF US
441 Alachua, FL, 32615
Capacity: 32,267 cubic yards

2.1.2.4. Site Name: CR 225 AND 73RD AVENUE PUBLIC WORKS DDMS (20
ACRE PIT)-95561
Site Address: 4100 NE 73RD AVENUE Gainesville, FL, 32609
Capacity: 129,068cubic yards

2.1.2.5. Site Name: ALACHUA COUNTY SW-29652
Site Address: STATE ROAD 24, 2.2 MILES SW OF US 27 Archer, FL,
32618
Capacity: 64,534 cubic yards

2.1.3. Disaster Debris Management Sites may be subject to physical, environmental, or
regulatory capacity limitations.

2.1.3.1. The County may establish operational controls governing:

- 2.1.3.1.1. Truck routing
- 2.1.3.1.2. Delivery schedules
- 2.1.3.1.3. Daily debris volumes
- 2.1.3.1.4. Traffic management
- 2.1.3.1.5. Safety requirements

2.1.4. County, as DDMS permit holder, shall have sole authority to control site
activation, site access, and to establish and control site operating conditions. The
Cities must comply with all permit terms and conditions and applicable regulatory
directives regarding the operation and use of the County's DDMS. Use of a DDMS
by any of the Cities or its contractors requires prior written authorization from the
County, which may include site specific conditions, operating hours, and monitoring
requirements.

2.2. Cities Responsibilities:

2.2.1. Each City shall be independently responsible for the management of Debris
originating within its jurisdiction.

2.2.2. Each City shall be responsible for Debris collection operations within its
jurisdiction and for transporting Debris to authorized facilities.

2.2.3. Each City shall provide or contract for Debris monitoring services sufficient to
verify Debris eligibility, quantities, and proper handling.

- 2.2.4. Each City shall be solely responsible for ensuring compliance with all applicable policies, procedures, and documentation requirements of the Federal Emergency Management Agency Public Assistance Program.
- 2.2.5. Each City shall remain responsible for the segregation, recycling, beneficial reuse, and final disposal of Debris generated within its jurisdiction.
- 2.2.6. Each City shall be responsible for all costs associated with Debris operations originating within its jurisdiction.
- 2.2.7. When a City uses haulers or monitoring firms that differ from those designated by the County or by other Cities, the City shall notify the County in writing prior to mobilization and shall develop non- overlapping ticketing/monitoring protocols and on-site segregation measures, obtain written County approval of said protocols and measures, and then implement said protocols and measures to prevent commingling BEFORE the City's haulers or monitoring firms may use the County's DDMS.
- 2.2.8. Each City has the duty and obligation to know of, understand and comply with all permits, applicable regulatory directives, regulations, and laws regarding the operation and use of the County's DDMS, including but not limited to the requirements set forth in **Exhibits 1 and 2**.
- 2.2.9. Each City shall be solely responsible for its Debris at all times, including but not limited to while the Debris is being stored at a County DDMS.
- 2.2.10. The Cities may not store anything else, including any other type of debris or waste, except for Debris produced by a Storm.

2.3. **The Parties:**

- 2.3.1. The Parties agree to coordinate disaster debris management planning activities to improve preparedness and efficiency. Each City shall maintain its own debris management planning procedures addressing collection, transportation, monitoring, and disposal. City plans should, where practicable, be consistent with County debris management planning efforts.
- 2.3.2. Following completion of disaster debris operations, each Party shall be responsible for restoring that portion of the County's DDSM sites that it used. Such restoration must be in accordance with applicable environmental regulations and authorization conditions, including but not limited to the restoration requirements set forth in **Exhibit 1** and **Exhibit 2**. All Debris, residual materials, and equipment shall be removed within applicable regulatory timeframes, as determined by the County in its reasonable discretion. The County may coordinate closure activities; however, each City remains responsible for Debris originating within its jurisdiction.
- 2.3.3. Participation in this Agreement does not guarantee access to unlimited site capacity following a disaster event. Each City may be required to utilize alternative

debris management sites if directed to do so by the County to maintain, in the County's sole and reasonable discretion, operational efficiency or regulatory compliance.

2.3.4. Each Party shall ensure segregation of distinct debris streams (vegetative, construction & demolition (C&D), white goods, hazardous/universal wastes, electronic wastes, etc.) and shall prohibit commingling of ineligible or regulated wastes with eligible debris. Each Party shall be responsible for immediate removal and proper disposition, at their expense, of any commingled/contaminated loads.

2.3.5. All Parties and their contractors shall operate DDMS and site activities in compliance with applicable federal, state and local requirements, including FEMA Public Assistance documentation standards, FDEP DDMS guidance in **Exhibit 2**, OSHA safety regulations, and EPA/DOT requirements for hazardous/universal wastes. Each Party shall be responsible for collecting the documentation necessary for FEMA/state reimbursement.

2.3.6. To the maximum extent permitted by law, each party to this MOU is responsible for the sole negligent acts and omissions of its officers, employees, agents, contractors, representatives, and attorneys. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each Party enjoys presently under the Florida Constitution, Florida Statutes, particularly with respect to Chapter 768, Florida Statutes, or the doctrine of sovereign immunity. The obligations contained in this section shall survive termination of the MOU or a Party's withdrawal from this MOU.

3. **Term:**

3.1. This MOU shall be effective upon execution by all Parties and shall remain in effect for a period of one year.

3.2. The MOU may be amended and renewed annually following DDMS preauthorization.

3.3. Except as otherwise provided herein, any City may withdraw from this MOU by providing all other Parties at least 30 days' written notice of its intent to withdraw. The County may terminate this MOU for convenience by providing at least 30 days' written notice to the Cities. Termination under this clause will not affect any obligations incurred under this MOU prior to termination.

4. **Fee.** The County will not charge any of the Cities a fee for using the County's DDMS sites in accordance with this MOU.

5. **Independent Contractors:** The Parties expressly intend that as to this MOU, the Parties are independent contractors. This Agreement does not constitute a joint venture or partnership between the Parties. The no students, invitees, agents, servants, contractors, or employees of one party shall be deemed an agent, servant, contractor, or employee of the other Parties.

6. **Legal Compliance:** The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their own performance under the terms of this MOU.
7. **Notice.** Unless otherwise provided in this MOU, any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express or UPS) to the following addresses:

County:

County Manager
12 SE 1st Street
2nd Floor
Gainesville, Florida 32602-2877

Copy to:

Director of Solid Waste

City of Archer:
Deputy City Manager
16870 SW 134th Avenue
Archer, Florida 32618
Attn: John Martin

City of Gainesville:
Public Works Department
405 NW 39th Avenue
Gainesville, FL 32609
Attn: Jarod Lloyd

City of Hawthorne:
Public Works
PO. Box 1270
Hawthorne FL 32640
Attn: Chris Russell

City of High Springs:
City Manager
23718 W US HWY 27
High Springs, FL. 32643
Attn: Jeremy Marshall

Town of LaCrosse:
Mayor Town of LaCrosse
20613 N. SR 121
Alachua, Florida 32615

Town of Micanopy:
PO Box 137
Micanopy FL 32667
Attn: Cindy M Bishop

City of Newberry:
City Hall
25493 NW 1st Avenue
Newberry, FL 32669
Attn: Jordan Marlowe

City of Waldo:
City Manager
PO Drawer B
Waldo, Fl. 32694

To change or update either of the addresses above, the notifying party shall provide notice of the change in writing to the other Parties using the methods set out above. The date of notice shall be the date the notifying party sends notice to the receiving Parties. If the notifying party delivers personal notice to the receiving Parties, the receiving Parties shall have received notice upon receipt thereof.

8. **Severability:** If any provision of this MOU is declared void by a court of law, all other provisions will remain in full force and effect.
9. **Governing Law and Venue:** This MOU shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under the MOU or the Cities use of the County's DDMS shall be in a court of competent jurisdiction in and for Alachua County, Florida.

- 10. Sovereign Immunity:** Each Party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. This MOU shall not be interpreted or deemed to constitute a waiver of sovereign immunity, a waiver of the limits of liability, or authorization for claims by third parties. All claims against any Party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.
- 11. Insurance.** Each Party represents and warrants to the other Parties that it is self-funded or insured for liability insurance in accordance with § 768.28 Florida Statutes. Each party assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof in the performance of this MOU; however, this provision shall not be interpreted or deemed to constitute a waiver by any Party of its sovereign immunity, its limits of liability, authorization of claims by third parties, or any other provision of §768.28, Florida Statutes.
- 12. Non-Discrimination:** The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
- 13. Amendments:** The Parties may amend this MOU only by mutual written agreement that is signed by all of the Parties.
- 14. Attachments.** All exhibits attached to this MOU are incorporated into and made part of this MOU by reference.
- 15. Public Records:** The parties are subject to Florida's Public Records Law (Chapter 119, F.S.). The public shall have access to public records, including those related to this MOU, unless the records are exempt and/or confidential under the law. This MOU may be unilaterally canceled by any party for refusal by another party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by a party in conjunction with this MOU.
- 16. Captions and Section Headings:** Captions and section headings used herein are for convenience only and shall not be used in construing this MOU.

- 17. No Third-Party Beneficiaries:** This MOU does not create any relationship with, or any rights in favor of, any third party. This MOU is intended solely for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- 18. Construction:** This MOU shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this MOU.
- 19. Assignment:** Neither party may assign or transfer any of its rights, duties or obligations under this MOU, in whole or in part, without the prior written consent of the other party. This MOU shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- 20. Force Majeure:** No party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the MOU due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.
- 21. Waiver of Right to Trial by Jury.** Each Party waives its rights to demand trial by jury regarding any action arising from this MOU or the Parties use of the County's DDMS.
- 22. Entire Agreement:** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements, understandings, communications, or representations between the parties relating to such subject matter. This MOU supersedes any prior agreements between the Parties relating to matters addressed herein.
- 23. Counterparts and Electronic Signatures.** This MOU may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. The Parties agree that an electronic version of this MOU shall have the same legal effect and enforceability as an original paper version. The Parties further agree that this MOU, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this MOU and shall provide the Cities with instructions on how to use said method. Delivery of this MOU or any other document contemplated hereby bearing an manually written or electronic signature by facsimile

transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the original paper document bearing an original or electronic signature.

- 24. Signature Authority:** Each signatory to this MOU represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

Alachua County

By: _____
Michele Lieberman, County Manager

Date: _____

APPROVED AS TO FORM

Newberry City Attorney

IN WITNESS WHEREOF, the City of Newberry, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF NEWBERRY, FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

Newberry City Attorney

IN WITNESS WHEREOF, the City of Archer, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF Archer, FLORIDA

By: _____
_____, Mayor
Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

Archer City Attorney

IN WITNESS WHEREOF, the City of Gainesville, through its Interim City Manager, executes this Agreement.

CITY OF Gainesville, FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

Gainesville Attorney

IN WITNESS WHEREOF, the City of Hawthorne, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF Hawthorne, FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

Hawthorne City Attorney

IN WITNESS WHEREOF, the City of High Springs, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF High Springs , FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

High Springs City Attorney

IN WITNESS WHEREOF, the City of LaCrosse, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF LaCrosse , FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

LaCrosse City Attorney

IN WITNESS WHEREOF, the City of Micanopy, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF Micanopy , FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

Micanopy City Attorney

IN WITNESS WHEREOF, the City of Waldo, through its City Commission, authorized its Mayor and the Clerk to execute this Agreement by action taken at a City Commission Meeting held on _____, 2026.

CITY OF Waldo, FLORIDA

By: _____
_____, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, City Clerk
(SEAL)

Waldo City Attorney

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 1: Pre-Authorization for Disaster Debris Management Sites (DDMS)



FLORIDA DEPARTMENT OF
Environmental Protection

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

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Sent via email to: dlw@alachuacounty.us

Date: February 25, 2026

DAVID WOOD
5620 NW 120TH LANE
GAINESVILLE FL 32653

RE: 2026 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear DAVID WOOD

This is to notify you that on February 25, 2026, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2026. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location(s):

Site Name: CR 225 AND 73RD AVENUE PUBLIC WORKS DDMS (20 ACRE PIT)-95561
Site Address: 4100 NE 73RD AVENUE
Gainesville, FL, 32609
Waste Planned for Management: Yard Trash
On-Site Contact: Brian Kauffman
(352) 548-1306, bkauffman@alachuacounty.us
DEP/Local Program Contact: Anna McClure, (904)256-1608, anna.c.mcclure@floridadep.gov

Site Name: ALACHUA COUNTY NW-29653
Site Address: 15404 CR 235A OFF CR 235A 3/4 MILE SOUTH OF US 441
Alachua, FL, 32615
Waste Planned for Management: Yard Trash
On-Site Contact: David Wood
(352) 213-1999, dwood@alachuacounty.us
DEP/Local Program Contact: Anna McClure, (904)256-1608, anna.c.mcclure@floridadep.gov

Site Name: ALACHUA COUNTY - NEWBERRY DDMS-108535
Site Address: 2429 SW 266TH STREET
Newberry, FL, 32669
Waste Planned for Management: Yard Trash
On-Site Contact: Jamie Jones
(352) 472-1537, jjones@newberryfl.gov
DEP/Local Program Contact: Anna McClure, (904)256-1608, anna.c.mcclure@floridadep.gov

Site Name: ALACHUA COUNTY SW-29652

Site Address: STATE ROAD 24, 2.2 MILES SW OF US 27 Archer, FL, 32618

Waste Planned for Management: Yard Trash

On-Site Contact: David Wood

(352) 213-1999, dwood@alachuacounty.us

DEP/Local Program Contact: Anna McClure, (904)256-1608, anna.c.mcclure@floridadep.gov

Site Name: ECO-LOOP PROPERTY-107467

Site Address: 5401 NE 63RD AVENUE Gainesville, FL, 32609

Waste Planned for Management: Yard Trash

On-Site Contact: David Wood

(352) 548-1280, dwood@alachuacounty.us

DEP/Local Program Contact: Anna McClure, (904)256-1608, anna.c.mcclure@floridadep.gov

Unless you receive a subsequent notification from the Department concerning the status of these sites, you may consider them pre-authorized as disaster debris management sites.

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using a temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

- 1) **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and all debris has been removed;**
- 2) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
- 3) Access must be controlled to prevent unauthorized dumping and scavenging;
- 4) A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
- 5) Once the site is open, a spotter must be located in the area where the waste is being deposited in order to spot and remove prohibited waste items;
- 6) A DDMS is limited to managing the waste identified above for each site; any putrescible waste received at the DDMS must be removed within 48 hours, and all other types of prohibited waste should be managed in accordance with the guidance document (see link below);
- 7) Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

Failure to comply with the conditions of the field authorization, or failure to adequately close a site by the required closure date, may result in enforcement action by the Department.

The Department has also prepared a guidance document on the establishment, operation, and closure of a DDMS for disaster debris. This guidance document includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-establishment-operation-and-closure>

This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).

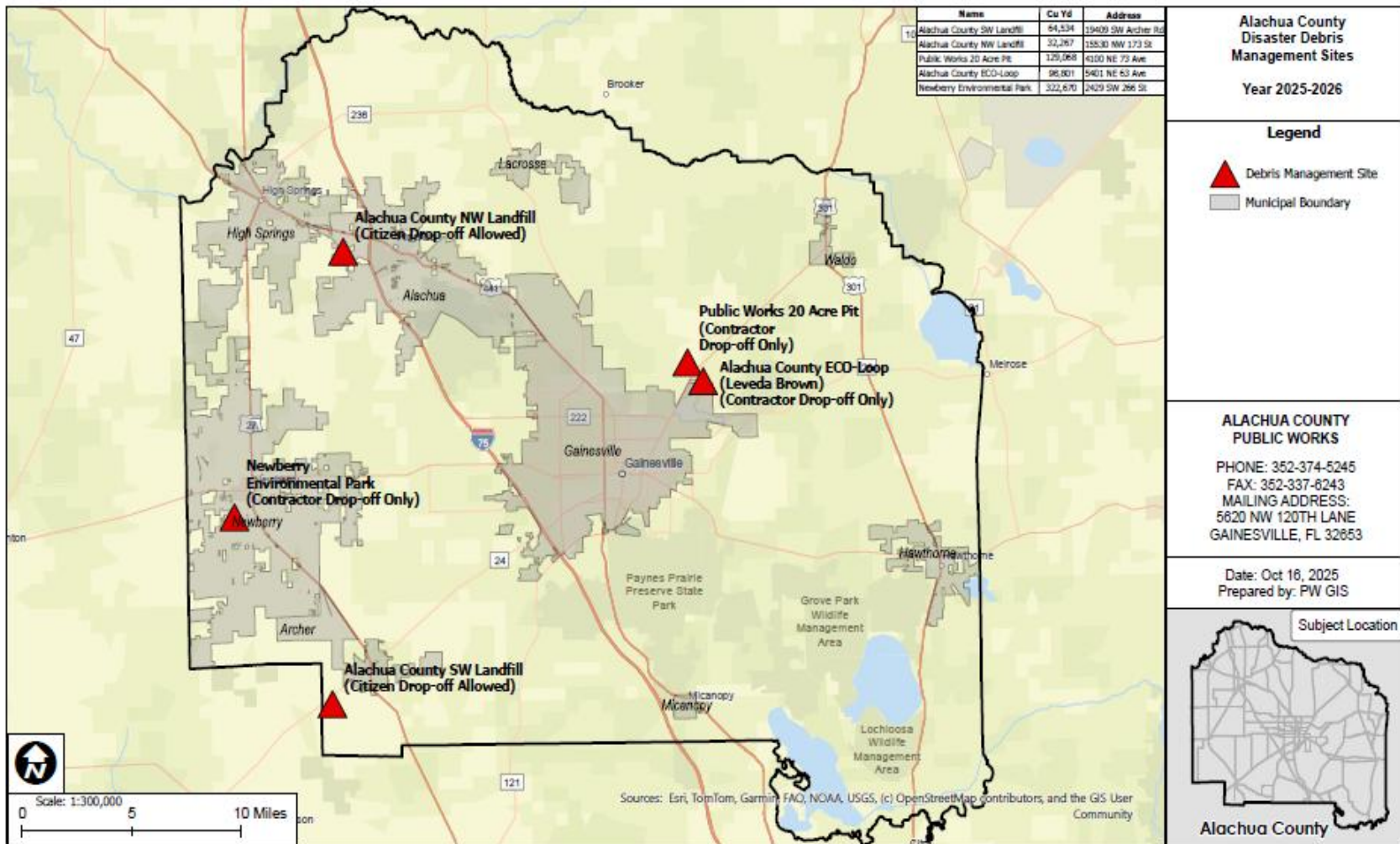


EXHIBIT 2: Florida Department of Environmental Protection Guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites (DDMS)



Florida Department of Environmental Protection Guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites (DDMS)

October 5, 2024

General Information

1. Pursuant to 403.7071, Florida Statutes (F.S.), solid waste generated as a result of a storm event that is the subject of an emergency final order issued by the Department of Environmental Protection (Department) must be managed with field authorizations for disaster debris management sites (DDMSs). These DDMSs may be used for the temporary storage and management of storm-generated debris, including the chipping, grinding, or burning of vegetative debris.
2. Field authorizations for DDMSs may only be issued by the Department subsequent to an Executive Order by the Governor declaring a state of emergency and an Emergency Final Order¹ by the Secretary of the Department authorizing DDMSs. In addition, DDMSs must be authorized by the Department in order for the owner/operator of the DDMS to receive public assistance funds from the Federal Emergency Management Agency (FEMA).
3. Field authorizations may be issued prior to or following a site inspection by Department personnel or a delegated local program for DDMSs. Such staging areas are to be used for temporary storage of Hurricane-generated debris and chipping, grinding, or burning of Hurricane-generated vegetative debris.
4. Requests for authorization of DDMSs should be made by a local, state or federal government official responsible for disaster debris management within the jurisdiction (e.g., county, city, DOT District, school district, etc.) where the DDMS is located. Such DDMSs do not need to be owned by the government but must have oversight by the government with jurisdiction (or it's designated contractors). The government that requested the DDMS will have ultimate responsibility for compliance with statutes and rules. The Division of Emergency Management (DEM) may begin using a DDMS in advance of a field authorization from the Department as long as the site meets the criteria provided in this guidance document, as applicable. Within 10 days, DEM shall provide the documentation required in paragraph 7 to the Department. Should additional time be required, DEM may request a time extension from the Department.
5. The Department strongly encourages local, state and federal government officials responsible for disaster debris management (government official) to use the Department's pre-authorization process to establish and pre-authorize new DDMSs or to complete annual pre-authorization of previously pre-authorized DDMSs. Typically, the Department sends out reminders each year, before the start of hurricane season.
6. DDMS authorizations may include specific conditions for operation and closure and may include a required closure date which extends past the expiration date of the issued Emergency Final Order.

¹ Emergency Final Orders can be obtained from the Department's website at the following address: <https://floridadep.gov/hurricane>. The Emergency Final Orders also include information on the management of domestic wastewater residuals.

Process for Pre-Authorization of New DDMSs

- The government official submits a request to the Department for a new DDMS. If the local, state or federal government (ex., Leon County, Duval County Schoolboard, FDOT) already has one or more existing DDMSs, evaluation of a new DDMS may be requested through the Department's Business Portal at the following link: <http://www.fldepportal.com>. If the local, state or federal government does not have any existing DDMSs, then the initial request may be submitted via e-mail to their local DEP District or delegated County office.
- In either case, the requestor will be asked to provide the information identified in Item 7 below, for each proposed DDMS.
- The local DEP District or delegated County will review the information, request clarification if necessary and may conduct an inspection of the proposed site(s);
- Upon approval, the local DEP District or delegated County will issue a pre-authorization letter for each DDMS.
- In the event of an Emergency Final Order that includes the county where the DDMS(s) is/are located, the government with responsibility for the DDMSs must notify the local DEP District or delegated County regarding which pre-authorized DDMSs it intends to use.
- The local DEP District or delegated County authorizes each of the identified DDMSs by issuing a Field Authorization.

Process for Annual Pre-Authorization for Existing DDMSs

- On an annual basis, government officials are asked to review their existing DDMSs. This can be accomplished through the Department's Business Portal at the following link: <http://www.fldepportal.com>
- The government official must provide any necessary updates for each DDMS through their local District or delegated County contact, including information in Item 7, below, not previously provided;
- The government official identifies the DDMSs that it would like to have pre-authorized for that year.
- Once the DDMSs are selected and submitted, the portal will issue a pre-authorization letter for each DDMS.
- In the event of an Emergency Final Order, the government official must notify the local DEP District or delegated County regarding which pre-authorized DDMSs it intends to operate.
- The local DEP District or delegated County activates each of the identified DDMSs by issuing a Field Authorization.

Process for Field Authorization of DDMSs

- Field authorizations may be requested by contacting the local DEP District or delegated County subsequent to an Executive Order by the Governor declaring a

state of emergency and an Emergency Final Order by the Secretary of the Department.

- Verbal requests will only be accepted in an emergency situation and must be followed by a submittal of the information in Item 7.
 - Records of all field authorizations are created and maintained by Department or delegated County staff. These records and all submitted supporting documentation are stored in Oculus, the Department's publicly accessible document management system.
7. The following information must be provided with all new DDMS requests. For previously approved DDMSs, this information must be provided, if not previously submitted, and/or updated as appropriate.
- a. A map that illustrates the site layout and key features on or near the property. The map should show, as applicable:
 - Site boundary and boundary of the area within the site that will be used for debris management and processing;
 - Structures, such as paved areas or buildings;
 - Sensitive features on the property or nearby, including wetlands, water bodies, potable wells, etc.
 - Debris management area(s) that are labeled as to the nature of the debris that will be placed there;
 - Processing area(s); and
 - Traffic flow, including entrance, exit and roadways within the site.
 - b. A plan for operation of the DDMS. The plan should describe, as applicable:
 - Function of the site – management of debris, processing of debris, or both;
 - Type of processing that will be conducted;
 - Types of wastes that will be managed;
 - Process for managing unexpected or unauthorized waste;
 - Entities that are authorized to bring debris to the site;
 - Location where site records will be kept; and
 - Days and hours of operation.
 - c. The location of the DDMS including the address and, if possible, its latitude and longitude or directions from major roadways.
 - d. The name, telephone number, and e-mail address of the site contact/manager.
 - e. If the proposed DDMS location is not owned by the government requesting the DDMS, provide a copy of a lease/approval for use as a DDMS by the legal owner of the property.
 - f. Report any evidence of federally or state-listed wildlife observed or reported on the site. If federally or state-listed species have been observed, describe coordination with either the U.S. Fish and Wildlife Service (FWS) and/or the Florida Fish and

Wildlife Conservation Commission (FWC) staff and actions taken as a result of that coordination. If state-listed species have been observed, confirm that all appropriate FWC rules, guidelines, and permitting requirements for that species have been followed. Species specific guidelines are available at:

<https://myfwc.com/conservation/value/fwccg/guidelines/>
<https://myfwc.com/wildlifehabitats/wildlife/species-guidelines/>

Requests for technical assistance requests on general fish and wildlife can be emailed to ConservationPlanningServices@MyFWC.com.

Location of DDMSs

8. If possible, it is advisable to test the soil, groundwater, and/or surface water at a proposed DDMS prior to receipt of storm debris to establish pre-existing conditions.
9. DDMSs for debris other than yard trash and uncontaminated vegetative debris must not be located within 500 feet of a potable water well, unless otherwise approved by the Department. DDMSs for yard trash and uncontaminated vegetative debris must not be located within 100 feet of a potable water well, unless otherwise approved by the Department.
10. DDMSs for debris other than yard trash and uncontaminated vegetative debris must not be located within 200 feet of a natural or artificial body of water, unless otherwise approved by the Department. DDMSs for yard trash and uncontaminated vegetative debris must not be located within 50 feet of a natural or artificial body of water, unless otherwise approved by the Department.
11. DDMSs should not be located on the right-of-way of any public highway, road, or alley, unless otherwise approved by the Department on a case-by-case basis.
12. In no case shall a DDMS be located in a water body or wetlands.
13. If prehistoric or historic artifacts, vessel remnants, or any other physical remains that could be associated with Native American cultures, early colonial or American settlement, or maritime history are encountered at any time within the project area, the project should cease all activities involving disturbance in the immediate vicinity of such discoveries. The owner or operator, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333, as well as the appropriate authorizing agency. The project activities should not resume in the vicinity of the discovery without verbal and/or written authorization from the Department of State.
14. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or operator of a DDMS. Please refer to Chapter 379, F.S., and Chapter 68A-27, Florida Administrative Code (F.A.C.) for definitions of "take" and protections for fish

and wildlife listed species. FWC staff are available to provide technical assistance on wildlife surveys, potentially affected state-listed species, or decision support information if state-listed species are observed on site. If listed species of fish and wildlife are observed at a DDMS, please call the FWC Regional Species Conservation Biologist (see <https://myfwc.com/license/wildlife/protected-wildlife-permits/contacts/>), the FWC Wildlife Alert Hotline (888) 404-3922 or *FWC or #FWC on a cellphone, or email Tip@MyFWC.com. Requests for technical assistance or site inspections can be emailed to ConservationPlanningServices@MyFWC.com.

Operation of DDMSs

15. DDMSs should have:

- a. Stormwater controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies where such discharge may cause violations of Department standards (example: turbidity);
- b. Control methods for the offsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris and ash;
- c. Access control to prevent unauthorized dumping and scavenging; and,
- d. Spotters to correctly identify and segregate waste types for appropriate management.

16. All reasonable steps must be taken to minimize the release of contaminants from the disaster debris at the DDMS. If contaminants are released into the environment, the entity operating the DDMS must take immediate steps to contain the release and notify the Department within 24 hours.

17. The owner or operator of each DDMS should keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. Such records can be very valuable for demonstrating that the DDMS has been operated in accordance with applicable regulations and orders. These records should be kept at a location designated by the site manager and made available for review by Department staff upon request.

18. Only construction and demolition debris, land clearing debris, yard trash, vegetative debris, or Class III waste may be stored at a DDMS. Class I waste (such as household garbage, putrescible waste, or mixed wastes containing these materials) must be removed from a DDMS and disposed of as soon as practicable to prevent odor, vectors and sanitary nuisances. Again, spotters should be used at the DDMSs to correctly identify and segregate waste types for appropriate management. The following instructions must be used, as applicable:

- a. Class I wastes, including all mixed wastes, must be disposed of at a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility that is authorized to accept such wastes.

- b. Non-recyclables and residuals generated from segregation of disaster debris must also be disposed of in a Class I landfill or waste-to-energy facility.
- c. Metals or other non-combustible materials segregated from the ash residue may be disposed of in a permitted lined landfill that is authorized to accept such wastes.
- d. Uncontaminated yard trash may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities, permitted construction and demolition debris disposal facilities, or permitted or certified waste-to-energy facilities authorized to accept the material.
- e. Uncontaminated yard trash and clean wood may be processed and managed at a registered yard trash processing facility in accordance with applicable rules.
- f. Construction and demolition debris that is mixed with other disaster debris need not be segregated from other solid waste prior to disposal in a lined landfill. Construction and demolition debris that is either source-separated or is separated from other disaster debris at an authorized DDMS, may be managed at a permitted Class III landfill or construction and demolition debris disposal or recycling facility upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.
- g. Uns salvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill; provided, however, that chlorofluorocarbons and capacitors are removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.
- h. Boats must have all hazardous materials, batteries, and petroleum products removed prior to any debris processing, and all engines and bilge areas must be thoroughly cleaned, drained, and/or removed prior to arrival at a DDMS. Once these items have been removed, the remaining debris must be disposed of at a Class I or Class III landfill. Grinding debris from the dismantling of a boat, where unconfined particulate emissions or public nuisances are created, is prohibited.
- i. Burning of storm-generated yard trash, other vegetative debris, and untreated wood from construction and demolition debris is allowed in air curtain incinerators (ACIs) if the conditions of the appropriate Emergency Final Order are followed. The following additional information is provided for operation of ACIs:
 - i. The ACI burn area should have a minimum setback distance of 50 feet from the debris piles, any wildlands, brush, combustible structure, or paved public roadway, and 300 feet from the nearest occupied building, unless otherwise specified by the local Fire Department.

- ii. Pursuant to 403.7071, F.S., within 10 days after commencing ACI burning of storm-generated yard trash, other storm-generated vegetative debris or untreated wood from C&D debris, the local government shall notify the Department in writing describing the general nature of the materials burned, the location and method of burning, and the name, address, and telephone number for the local government representative concerning the work.
 - iii. Ash residue generated from the combustion of storm-generated vegetative debris in accordance with the requirements of the Emergency Final Order may be disposed of in an appropriately permitted disposal facility.
 - iv. Alternatively the ash residue from the combustion of storm-generated vegetative debris in accordance with the requirements of the Emergency Final Order may be placed in or on soils to provide a beneficial use in any areas approved by the Department and local government officials except in wellfield protection areas, wetlands, or water bodies. The rate of application of the ash should be addressed when seeking approval from the Department or local government officials. The use of the ash residue in this manner must be considered beneficial rather than disposal.
 - v. As required in the Emergency Final Order, ash from the combustion of other disaster debris shall be disposed of in a Class I landfill.
 - vi. Smoke from open burning with an air curtain incinerator shall not cause a public nuisance. DDMS operators should review the Division of Air Resource Management's [Post-Storm Guidance on Open Burning at a DDMS](#) for site selection criteria to identify appropriate locations for open burning activities.
 - vii. Operation of an air curtain incinerator shall be done in accordance with applicable regulations and the Division of Air Resource Management's [Post-Storm Guidance on Air Curtain Incinerators](#).
- j. Open pile burning of storm-generated vegetative debris must receive prior authorization from the Florida Forest Service.
- i. Piles should have a minimum setback of 300 feet from registered Source-Separated Organics Processing Facilities (SOPF) and any occupied buildings, 100 feet from any paved public roadway, and 50 feet from any wildlands, brush or combustible structure.
 - ii. Ash resulting from this burning may be disposed or used as described above for ACIs.
 - iii. Open pile burning of any debris is prohibited at DDMSs located at permitted landfills, unless otherwise/specifically approved by the Department.

- i. Smoke from open pile burning shall not cause a public nuisance. DDMS operators should review the Division of Air Resource Management's [Post-Storm Guidance on Open Burning at a DDMS](#) for site selection criteria to identify appropriate locations for open burning activities.
- viii. Open pile burning shall be done in accordance with applicable regulations and the Division of Air Resource Management's [Post-Storm Guidance on Open Pile Burning](#).
- k. Chipping and/or grinding of uncontaminated disaster-generated vegetative debris is encouraged to help reduce the volume of the material. The Department recommends the following guidelines for the temporary storage and management of the volume reduced material:
 - i. In accordance with National Fire Protection Association², mulch and chip piles should not exceed 25 feet in height, 150 feet in width, and 250 feet in length. A clear space of not less than 15 feet shall be maintained between piles and exposing structures, yard equipment, or stock, and piles should be subdivided by fire lanes having at least 30 feet of clear space at the base around each pile. These piles should not be compacted.
 - ii. Smoking should only be allowed in designated areas well away from the combustible material.
 - iii. Possible uses of the size reduced material include: (1) a soil amendment where it is disked into the soil or mixed with potting soil; (2) as mulch for weed control, moisture retention, soil temperature control, erosion control, or slope stabilization; (3) fuel; (4) feedstock for composting operations; (5) animal bedding material; and (6) pulp wood.
 - iv. Use of the size reduced material as a soil amendment must be at normally accepted agronomic rates as determined by industry practice. Recommendations for appropriate application rates by the Institute of Food and Agricultural Sciences³ may be used and can be obtained from the local IFAS Agricultural Extension agent.
 - v. Upon request and approval by the Department, vegetative debris may be placed in or on soils to provide a beneficial use pursuant to Chapter, 62-709, F.A.C. The rate of application of the mulch should be addressed when seeking approval from the Department or local government officials. The use of mulch must be considered beneficial rather than disposal. Mulch must not be placed in water bodies or wetlands.

² NFPA 1, 31.3.7.2, 31.3.6.5.4, 31.3.6.4.3

³ The web address for IFAS is <http://www.ifas.ufl.edu/>

- I. Class I waste containing household garbage and rotting food may attract Florida black bears and increase the potential for negative human-wildlife interactions. If a DDMS site is located in an area with abundant bears, then the site manager should follow FWC recommendations on how to avoid human-bear conflicts, available on the bear management website at:
<https://myfwc.com/wildlifehabitats/wildlife/bear/managing/>
Contact ConservationPlanningServices@MyFWC.com for information on bear abundance and other technical assistance.

Closure of DDMSs

19. DDMSs are temporary locations that can be used for the duration of an Emergency Final Order or as otherwise approved by the Department. The following guidelines apply to the closing of temporary DDMSs:
 - a. Owner/operators of the DDMSs must contact the Department prior to closing a DDMS to discuss and coordinate what will be required for closure including environmental sampling, if needed.
 - b. All disaster debris must be removed by the expiration of the Emergency Final Order, unless otherwise approved by the Department.
 - c. Requests to beneficially use ash from burning uncontaminated vegetative debris and mulch produced from processing uncontaminated vegetative debris on-site, may be made in writing to the Department. The Department will consider these requests on a case-by-case basis.
 - d. Areas that were only used to manage uncontaminated vegetative debris, or ash from burning solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
 - e. Areas that were used to manage mixed debris or ash from burning mixed debris will normally require environmental sampling after the debris or ash is removed unless there is reason to believe that no contamination of the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases). See Attachment 1 for details on environmental sampling.
 - f. The Department must be informed in writing when all closure activities at the DDMS are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by the Department.

- g. The area used for or affected by the operation of the DDMS must be fully restored upon cessation of the use of the area.
- h. Failure to comply with the conditions of the DDMS authorization or failure to adequately close by the required closure date may result in enforcement actions by the Department.

Attachment 1

Florida Department of Environmental Protection Sampling Protocols for Disaster Debris Management Site (DDMS) Closure

- If required, initial soil sampling shall be analyzed for the following:
 - Resource Conservation and Recovery Act (RCRA) metals as defined in 40 CFR 261.24, Table 1*, using USEPA Test Methods 6010 and 6020
 - Volatile Organic Compounds (VOC's), using USEPA Test Method 8260
 - Semi-Volatile Organic Compounds (SVOC's), using USEPA Test Method 8270

Note: If the analyses above exhibit concentrations above the applicable leachability-based soil CTLs, then the following additional analyses should be completed: direct leachability testing by USEPA Test Method 1312, Synthetic Precipitation Leaching Procedure (SPLP) extraction, or USEPA Test Method 1311, Toxicity Characteristic Leaching Procedure (TCLP) extraction if the contamination is derived from used oil or similar petroleum products, followed by the appropriate analyses of the leachate. In addition, sampling of groundwater for RCRA metals, VOC's, and SVOC's may be required depending upon the results of soil samples. The same USEPA Test Methods used for soils listed above shall be used for groundwater.

- Initial sampling collection shall be conducted in accordance with 62-160, Florida Administrative Code and the Department's Standard Operating Procedures for field activities or equivalent procedures:

<https://floridadep.gov/dear/florida-dep-laboratory/content/dep-laboratory-quality-assurance-manual-and-sops>

<https://floridadep.gov/dear/quality-assurance>

- Sampling must be taken from the suspected contaminated area(s) of the site or at the discretion of the Department.
- The following sampling frequency is based on the area(s) of debris management or storage that require sampling:
 - Less than 1/3 acre: 3 samples
 - Between 1/3 acre and 1 acre: 4 samples
 - Greater than 1 acre: 4 samples plus 1 sample for each additional 1/2 acre of area

*40 CFR 261.24, Table 1 defines Toxicity Characteristic Contaminants as Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver