

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

AGENDA	JUNE 12, 2012	TIME / PAGE NO.
1. Meeting Called to Order		10:00 a.m.
2. Consent Agenda		1-138
3. Public Hearing – Sign Ordinance		139
4. County Staff Business		
5. Board Business		
6. Public Discussion		

****REMINDER****

Special Budget Meeting 6/12/12 @ 8:00 A.M., E.T.

F.S. 286.0105:

If a person decides to appeal any decision made by the board, agency or commission, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CONSENT AGENDA

June 12, 2012

1. Minutes – Correction to Minutes – April 24, 2012 – Regular Meeting 1-3
 - May 8, 2012 – Regular Meeting 4-14
 - May 22, 2012 – Special Budget Meeting 15-17
 - May 22, 2012 Regular Meeting 18-27

2. Approval of Checks and warrants for May, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.

3. Budget – Howard Creek Fire Department (Surplus Metal Sales * \$2,732.50 * Stone Mill Creek Fire Department (Surplus Metal Sales * \$2,340.00) 28-39
 - Budget – Public Works (Surplus Metal Sales * \$9,820.37) 40-49

4. Grant Agreement – Emergency Management (Emergency Management Preparedness Assistance (E.M.P.A.) * \$105,806.00 * Contract #13-BG-06-02-33-01-023) 50-88
 - Grant Agreement – Emergency Management (Emergency Management Preparedness Grant (E.M.P.G.) * \$54,430.00 * Contract #1-FG- -02-33-01-090) 89-125

5. Inventory – Howard Creek Fire Department (Return to Florida State Forestry Division * 1983 International Tanker Fire Truck * VIN #1HC135TTDW2602) 126-127
 - Public Works (Junk * #100-547 1988 GMC Box Truck/Boom Truck) 128-129

6. Invoices – Agency for Healthcare Administration (Florida Medicaid * 4th Quarter 2011-2012 * \$77,464.00 * to be paid from Account #51161-82000) 130
 - MRD Associates, Inc. – St. Joseph Peninsula Sea Turtle and Escarpment Monitoring Services (Invoice #1564 * \$49,535.00 * to be paid from Account #28039-31000) 131
 - The Water Spigot, Inc. – Buckhorn Landfill (Invoice #12-12136 * \$260.00 * to be paid from Account #281534-31000) 132-133

7. Purchase Request through State Contract – Tourist Development Council (Tractor for Beach Rut Removal) 134

8. Reconciliation – T.D.C. (Forgotten Coast Cultural Coalition * Forgotten Coast Plein Air Invitational 2012) 135-137

9. Reimbursement – Gulf County Sheriff (Beach Patrol Fund * \$11,354.02 * Beach Patrol for October, 2011 – May, 2012) 138

Correction to the April 24, 2012 minutes

Correction to the minutes of the April 24, 2012 Regular Meeting.

INCORRECT MINUTES

BID AWARD #1112-15 – STUMPHOLE REVETMENT PHASE IV & V

Grant Writer Kopinsky recommended awarding Bid #1112-15 for the Stumphole Revetment Project Phase IV & V to North Florida Construction, Inc. (low bidder), in the amount of \$1,047,300.00, contingent upon negotiating the two amounts to fit within the grant budget, and allowing the Chairman to execute all documents necessary in conjunction with this award. Upon inquiry by Commissioner McDaniel, Grant Writer Kopinsky read the bids and **there** amounts. Commissioner McLemore motioned to approve this recommendation and award to the low bidder. Commissioner McDaniel seconded the motion, and it passed unanimously.

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GULF COUNTY HEALTH DEPARTMENT – NEW DOCTOR

Marsha **Lindehman**, Gulf County Health Department Administrator, appeared before the Board and introduced Dr. Robert Sharp, stating he will be working full time in the Wewahitchka Health Department, and both Health Department's are open ten hours a day five days per week. Ms. Lindeman reported they have a new dentist in both sites since January.

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Marsha **Lindehman**, Gulf County Health Department Administrator discussed they will hold a rabies vaccination clinic on Saturday, April 28, 2012 in Wewahitchka at the Honeyville Community Center from 8:00 a.m. to 12:00 p.m., C.T. She reported they did a reverse 911 messaging to push the message out to the community about the clinic, and they ordered 500 vaccines which will be free to the public.

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INCORRECT MINUTES**TRAVEL – COMMISSIONER MCDANIEL**

Commissioner McDaniel discussed he will be traveling to **Columbus** Georgia on May 30-31, 2012 to attend a conference on the Apalachicola, Chattahoochee, and Flint Rivers, stating there will be no travel expense imposed on the County.

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INCORRECT MINUTES**MEDICAID**

Chairman Williams discussed the Medicaid Restore Act impact, stating that Governor Scott did not veto this bill, and that the Governor **he** will not give false bills to the County. He reported that Governor Scott directed the Agency for Healthcare Administration to go to each County during the process. Chairman Williams reported that 28 Counties have joined with the Florida Association of Counties to litigate with the State, and requested that Gulf County pay the \$1,000.00 fee to become a part of this litigation. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion for discussion. Commissioner Yeager stated this is the right thing to do because there is no way the tax payers of Gulf County should have to pay a bill that may have come from out of state. The motion then passed unanimously.

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INCORRECT MINUTES**POLITICAL ACTION COMMITTEE**

- 1) It **tales** GRIT to change your environment that is **Talent x Effort** and we all have it.

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MAY 8, 2012

PORT ST. JOE, FLORIDA

REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman William C. Williams, III, Vice Chairman Tan Smiley, and Commissioners Carmen L. McLemore, Ward McDaniel, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, E.D.C./Chamber Director Barry Sellers, Emergency Medical Services Director Houston Whitfield, Planner David Richardson, Preble-Rish, Inc. / County Engineer Clay Smallwood, Sheriff Joe Nugent, and Sheriff's Office Captain Ricky Tolbert.

Sheriff Nugent called the meeting to order at 6:00 p.m., E.T.

Assistant Administrator Hammond opened the meeting with prayer, and Chairman Williams led the Pledge of Allegiance to the Flag.

PUBLIC SPEAKING – TOURIST DEVELOPMENT COUNCIL – GRANT APPLICATION

Rich Brenner of 7121 Americus Avenue Port St. Joe, Florida appeared before the Board and discussed the need for County Staff sitting on the side of the room to speak directly into the microphone, because it does not always pick up their voice. Mr. Brenner made numerous suggestions for improvement to the T.D.C. Grant Application on pages 2-12 of the Consent Agenda. Commissioner Yeager motioned to allow additional time for Mr. Brenner to speak. Commissioner McDaniel seconded the motion, and it passed unanimously. Mr. Brenner continued discussing some of the discrepancies/inconsistencies he found throughout the application. Upon inquiry by Mr. Brenner concerning page 6 (Advertising/Marketing Expenses Requested for Funding), Commissioner Yeager stated he thinks this is referring to some of these in the Marketing /Advertising business that might refer to t-shirts when referencing quantity and unit cost. County Attorney Novak stated based on the prior grants and sponsorships that have come in, those are some of the promotional or advertising; and when they use advertising/marketing they use quantities and how many, stating this is

general and there are other items for promotional advertising and marketing. Commissioner Yeager motioned to allow additional time for Mr. Brenner to speak. Commissioner McDaniel seconded the motion, and it passed unanimously. Mr. Brenner continued to discuss discrepancies/inconsistencies throughout the grant application. Chairman Williams asked Mr. Brenner to follow up with the County Attorney, with County Attorney Novak and Chief Administrator Butler coming back before the Board with any needed modifications. Chairman Williams directed County Attorney Novak to review the grant application. Commissioner McDaniel noted the reason for implementing the grant application process, stating there must be a paper trail and accountability.

CONSENT AGENDA

Upon motion by Commissioner McLemore, second by Commissioner Smiley, and unanimous 5-0 vote, the Board approved the Consent Agenda after removal of Item #2 (page 1) as follows:

1. Approval of Checks and warrants for April, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. ****DELETE**** Agreement – Gulf County E.M.S. (Nepotism)
3. Grant Application – Tourist Development Council (Special Event)
4. Inventory – Dalkeith Fire Department (Junk and donate to Wewa Search & Rescue for parts * #320-32 1995 Seadoo Jet
Ski S/N ZZN06905K495 * Junk and Sale for Scrap –
funds to Public Works * #320-29 1978 Grumman/Ford
Pumper Fire Truck ID #D80DVCA8157)
 - Howard Creek Fire Department (Junk and Sale for Scrap –
funds to VFD's * #180-22 1973 Mack CF95F Pumper
Fire Truck ID #CF795F121041 * #180-18 1986 Chevrolet
Astro Van ID #1GCDM15Z6GB220051)
 - Gulf County Fire Department (Junk and Sale for Scrap * 1978
Ford 8000 Fire Truck VIN #D80DVCA8157)
 - Road Department (Transfer to VFD Fire Coordinator * #100-538
2004 Chevrolet 2X2 Pickup Truck
ID #1GCEC14V14Z187016)

- Stone Mill Creek Fire Department (Junk and Sale for Scrap – funds to Fire Departments Budget * #185-9 1976 Seagrave Custom Pumper, 1000GPM ID #F73544)
5. Invoices – Bryan-Co Services, Inc. – C.D.B.G.-D.R.I. Affordable Rental Housing Liberty Manor Apartments (Application #5 * \$9,163.08 * to be paid from Account #113554-34000)
 - Bryan-Co Services, Inc. – C.D.B.G.-D.R.I. Affordable Rental Housing Pine Ridge Apartments (Application #7 * \$10,333.44 * to be paid from Account #113554-34000)
 - Lovelace Electronics, Inc. – Gulf County Health Department (Invoice #22-J239 * \$14.29 * to be paid from Account #42562-46000)
 - St. Joseph Bay Humane Society – Animal Control (April, 2012 * \$3,479.00 * to be paid from Account #43262-82000)
 6. Payroll – Gulf County E.M.S. (E.M.S. Overtime / Pay Period)
 7. Refund – Gulf County Sheriff (Crime Stopper Materials * \$1,419.67 * to be paid from Gulf County Crime Prevention Funds)

(End)

RECOGNITION OF BESSIE NUNNERY

Upon request by Commissioner McLemore, Bessie Nunnery appeared before the Board and Commissioner McLemore noted today as Mrs. Nunnery's 80th birthday, stating she is the Secretary of the Order of the Eastern Star, member of Gulf County Search and Rescue, and a dedicated member to the commodity program. Commissioner McLemore presented a plaque to Mrs. Nunnery in recognition and appreciation of her dedication and voluntarism for the betterment of Gulf County. Mrs. Nunnery stated this is a great honor and thanked the Board for this recognition. She also thanked the Board for all they do to achieve a better Gulf County.

WOUNDED WARRIOR WEEKEND

United States Army Retired Major General Jim Simmons appeared before the Board and discussed the Forgotten Coast Wounded Warrior weekend, stating this is a non-profit organization for the sole purpose of honoring those who have been injured in the line of duty during the war in Iraq and Afghanistan. He noted this is the third year they have hosted the Wounded Warrior Weekend in Gulf County and thanked those who have contributed to the success of this event. He stating they are doubling the number of warriors this year to twenty, and their guest for the weekend. Mr. Simmons reported the event will begin on Wednesday, May 30th. He informed the Board that on Thursday, May 31st there will be a motorcade from Windmark, through downtown Port St. Joe and to the Centennial Building where there will be a banquet in their honor, stating the guest speaker will be Brigadier General William T. Wolff. Major General Simmons stated the fishing tournament will begin at 6:30 a.m. Friday, June 1st from the Port St. Joe Marina, with the weigh-in starting at noon. He reported that lunch will be provided by Dock Side Café, dinner will be provided by the volunteers of the V.F.W., and the V.F.W. will host a departure breakfast on Saturday, June 2nd. Major General Simmons extended an invitation to the Commissioners to attend the banquet on May 31, 2012. Chairman Williams requested a list of names for the twenty (20) warriors, stating that Congressman Steve Southerland is going to provide a Federal Declaration plaque to each Warrior. Commissioner Yeager noted this as a great event, and requested County Attorney Novak and Chief Administrator Butler to see if there are some funds available to assist with the event. Commissioner Yeager motioned for County Attorney Novak and Chief Administrator Butler to find the available funds to assist with the Wounded Warrior Weekend and for Chairman Williams to execute the proclamations on behalf of the Board. Commissioner McLemore seconded the motion, and it passed unanimously.

GULF COUNTY HEALTH DEPARTMENT – ANIMAL VACCINATION CLINIC

At the request of Chairman Williams, Marsha Lindeman, Gulf County Health Department Administrator and Staff appeared before the Board. Commissioner McLemore thanked them for their hard work at the animal vaccination clinic held at the Honeyville Community Center, stating this was very beneficial to the County. Marsha Lindeman, Gulf County Health Department Administrator, thanked Commissioner McLemore, Commissioner McDaniel, and Sheriff Nugent for their help; stating they vaccinated 445 cats and dogs at the vaccination clinic. She recognized her leadership team (Zach Hodges, Rhonda Gay, Marie Clark, Jamie Carmichael, Lisa McDaniel, Julie McKinney, Jessie Hayes, Gwen Allen, and Sarah Hinds), and then presented certificates of appreciation to Commissioner McLemore, Commissioner McDaniel, and Sheriff Nugent. Commissioner McLemore motioned for Chairman Williams to send a letter of appreciation from the Board to the volunteer Veterinarians. Chairman Williams

recognized Ms. Lindeman and her staff for being in the shadows watching public safety. Commissioner McDaniel seconded the motion, and it passed unanimously.

BID #1112-17 – UNIFORMS AND CLEANING FOR PUBLIC WORKS

Deputy Administrator Lanier stated there were no bids received for Bid #1112-17, and requested permission to either piggy-back, or negotiate with the contractors. Commissioner Yeager so moved. Commissioner Smiley seconded the motion. Upon inquiry by Commissioner McDaniel, Deputy Administrator Lanier stated the current Company did not bid back and noted the Company she has been negotiating with bought out the previous Company the County had contracted with. County Attorney Novak reported the Board previously voted to advertise to receive sealed bids; noting the contract expired. He stated nothing came back (no bids received) and advised the Commission that they have the authority to piggy-back under the contract or negotiate with this vender who has been absorbed by another company. Deputy Administrator Lanier reported she will bring a recommendation back to the Board for approval. The motion then passed unanimously.

FLORIDA DEPARTMENT OF TRANSPORTATION – PUBLIC MEETING/ROAD CLOSURES

Deputy Administrator Lanier reported that F.D.O.T. will hold a public meeting concerning State Road 30A on Thursday, May 17th from 5:30 to 6:30 p.m., E.T. at the St. Joseph Bay State Buffer Preserve. She also noted there will also be lane closures on State Road 22 beginning May 14th through July 1st from 7:00 a.m. to 6:00 p.m. for road repairs.

CHANGE ORDER #1 – BRYAN-CO SERVICES, INC. – AFFORDABLE RENTAL HOUSING

On behalf of Grant Writer Kopinsky, Deputy Administrator Lanier requested approval of Change Order #1-DREFF from Bryan-Co Services, Inc. for the Affordable Rental Housing Project, in the amount of \$123,428.00, stating this is to increase the contract to expend the additional DREFF funds received. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded for discussion. Upon inquiry by Commissioner Yeager concerning the original contract amount, Deputy Administrator Lanier stated she does not know the original contract amount. The motion then passed unanimously.

FLOOD PLAIN CHANGES

Planner Richardson discussed they are still working on the changes to the Flood Plain Ordinances and the 2010 Building Codes, stating they are still waiting on F.E.M.A. and the State to approve the Flood Plain Ordinance.

ORDINANCE – ANIMAL CONTROL TETHERING

County Attorney Novak stated he has been working with Commissioner McLemore and Representatives from the St. Joseph Bay Humane Society, noting he provided some proposed language to those members and will try to bring recommendations to the Board at the next meeting.

S.H.I.P. – SATISFACTION OF MORTGAGE

County Attorney Novak recommended conditional approval of a S.H.I.P. Satisfaction of Mortgage for James R. Purswell and permission to sign off on the satisfaction. Commissioner Yeager motioned to proceed. Commissioner McDaniel seconded the motion, and it passed unanimously.

SIGN ORDINANCE

County Attorney Novak reported the Sign Ordinance Sub-Committee and the Planning and Development Review Board met twice in April. He stated the P.D.R.B. asked to have a follow-up special meeting and this was held on May 1st with many recommendations offered by multiple citizens and community groups. He noted the result of the P.D.R.B. special meeting was to go back to the Sub-Committee for review of the suggestions and recommendations; stating they will meet Tuesday, May 15th at 2:00 p.m., E.T.

DEEPWATER HORIZON OIL SPILL

County Attorney Novak gave an update on the Deepwater Horizon Oil Spill from the Beasley Allen Law Firm, stating they would like to come down for another closed-session meeting before the next Board meeting. <E.D.C./Chamber Director Sellers entered the meeting at 6:39 p.m., E.T.>

NUISANCE AND SHELTER ORDINANCE

County Attorney Novak discussed a nuisance and shelter ordinance, stating that he met with the City of Port St. Joe Attorney (Tom Gibson), and they are working on a proposed ordinance. He discussed the Board previously recommended a Sub-Committee, and recommended the Board to authorize himself and the Staff to meet with the Sub-Committee members. He noted there is considerable interest and asked whether the Board wished to appoint others to the committee. Commissioner Yeager motioned to appoint Christy McElroy to the Nuisance and Shelter Sub-Committee. Commissioner McLemore seconded the motion, and it passed unanimously.

RE-DISTRICTING LINES

County Attorney Novak reported the re-districting lines have been submitted to the State and confirmed they have been received. He stated there has been no contest. With the previous instruction from the Commission to assure both on a State and Federal level, County Attorney Novak stated he will proceed accordingly and will report back to the Board on any correspondence received. Upon inquiry by Commissioner Yeager, County Attorney Novak confirmed he has consulted with the Sniffen & Spellman Law Firm who will actually author the letter and submit the packet.

BRITISH PETROLEUM – TOURIST DEVELOPMENT COUNCIL

Chief Administrator Butler discussed B.P. funds for the T.D.C, stating there was an April 21st deadline to expend the funds but a sixty day extension was received. He reported there is a June 21st deadline on the expenditure of funds. Mr. Butler recommended making another formal request for an extension of the funds (approximately \$100,000.00 for marketing). Chairman Williams stated he spoke with Representative Keith Rupp concerning these funds and he has verbally agreed, but requested that County Attorney Novak submit a formal letter and he would grant the County's request. Chief Administrator Butler asked the Board to recognize the upcoming deadline and allow staff to negotiate with a marketing firm that has gone through the competitive bid process and has been awarded a bid with a T.D.C. organization in the State so the money won't be lost. Commissioner Yeager so moved. Commissioner McLemore seconded the motion and it passed 5-0.

TRAVEL – U.S. FISH & WILDLIFE

Chief Administrator Butler requested permission for himself and Commissioner Yeager to travel to the U.S. Fish & Wildlife at F.E.M.A. Headquarters on May 16th concerning C.B.R.A. and reimbursement for the beach project. Mr. Butler noted their intent is to fly in that morning and return that night. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion, and it passed 5-0.

BEACH CLOSING-TURTLE SEASON

Sheriff Nugent appeared before the Board and reported that on May 1st they started closing the beach at dark from the Stumphole to the State Park and from Vitro to the Lighthouse due to the Turtle nesting season.

HONEYVILLE PARK - KIDS DAY CATFISH TOURNAMENT

Commissioner McLemore announced there will be a Kids Day Catfish Tournament at Honeyville Park on May 16th from 3:00 p.m. to 5:00 p.m., C.T.

AGREEMENT – NEPOTISM POLICY

Upon inquiry by Commissioner Smiley concerning the Nepotism Agreement which was pulled from the Consent Agenda (page 1). County Attorney Novak noted the agreement is for E.M.S. and would give the Director the ability to properly manage either department or the County Administration as a whole. Gulf County E.M.S. Director Whitfield discussed that every Paramedic is responsible for the ambulance and the supervision of the E.M.T., and this would eliminate E.M.T.'s from working under direct supervision of a relative. Commissioner Yeager motioned to approve the Nepotism Policy Agreement. Commissioner McDaniel seconded the motion, and it passed unanimously.

DAY OF DECLARATION

Commissioner Yeager stated that Pastor James Wiley requested the Board submit a letter to Governor Rick Scott inviting him to attend the Day of Declaration on December 3, 2012 and so moved to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

TOBAGO ROAD – PUBLIC BEACH ACCESS

Commissioner Yeager discussed a possible public easement for public beach access off Tobago Road at Cape San Blas, and requested County Attorney Novak research the matter to see whether this is private or public access.

CAPE SAN BLAS BIKE PATH

Commissioner Yeager reported that the Cape San Blas Bike Path is completed and recommended placing appropriate signage and mile markers on the Bike Path, to be paid from T.D.C. or Parks & Recreation funds. Commissioner Yeager motioned to approve this recommendation and report back to the Board for a ribbon cutting ceremony. Commissioner Smiley seconded the motion, and it passed unanimously.

SPEED LIMIT SIGNS

Commissioner McDaniel reported that he worked with Public Works on correcting and placing new speed limit signs on Iola Road, across the Dead Lakes Bridge, Gaskin Park, Stone Mill Creek, and Gaskin Side Road within the Wewahitchka area.

TELEVISED MEETINGS – NORTH END

Commissioner McDaniel reported that Ken Murphy's wife (Betty) suffered a heart attack yesterday. He noted beginning tomorrow everyone in the north end of the County serviced by Mediacom will be able to view the Board meetings at 8:00 a.m., and on Thursday night at 7:00 p.m., C.T.; continuing seven (7) days a week. He reported that

I.T. Director Barfield is working on setting it up on the computer so the other outlying areas can watch the meetings from home.

MEDICAID

Chairman Williams discussed the ongoing issues with Medicaid due to HB 5301; stating A.H.C.A. will be meeting with the Clerk's Office this week concerning this issue. He reported that the County has joined 50 other Counties in a lawsuit to stop this process.

RESTORE ACT

Chairman Williams gave an update on the Restore Act, stating that he met with Carrie Rorick, Deputy Chief of Staff for Governor Scott, Secretary Vinyard, and Brian McManus, of the Washington, D.C. Office concerning the Restore Act.

PROCLAMATION – MENTAL HEALTH MONTH

Tricia Pearce of Life Management Center of Northwest Florida appeared before the Board and requested the Board adopt a Proclamation declaring May, 2012 as Mental Health Month in Gulf County. Ms. Pearce read the proclamation for Board consideration. Commissioner Yeager motioned to adopt the proclamation. Commissioner Smiley seconded the motion, and it passed unanimously.

PROCLAMATION – NATIONAL WOMEN'S HEALTH WEEK

Marsha Lindeman, Gulf County Health Department Administrator, appeared before the Board and introduced Sarah Hinds, Gulf County Health Department Community Health Services Manager and Jessie Hayes, Gulf County Health Department Public Health Educator, stating they would like to request the Board adopt a proposed proclamation for National Women's Health Week. Ms. Lindeman thanked the Board for their support with the Tobacco Grant application; learning they received funding just yesterday. Sarah Hinds read the proposed proclamation and requested that the Board adopt a proclamation declaring National Women's Health Week as May 13-19, 2012. Jessie Hayes appeared and reported that the Women's Center at Sacred Heart Hospital on the Gulf is a joint project with the Gulf County Health Department to promote improved health for the residents of this community. Commissioner McDaniel motioned to adopt the proclamation. Commissioner Yeager seconded the motion, and it passed unanimously.

PORT ST. JOE PORT AUTHORITY

Johanna White, Chairperson of the Port St. Joe Port Authority appeared before the Board and gave an update on the Port St. Joe Port Authority status, stating that they have entered into a Marketing and Economic Development Agreement with the St. Joe Company. She noted the Authority office has relocated to the Local Colors building

(E.D.C./Chamber of Commerce site). Mrs. White stated the Port St. Joe Port Authority funds are nearly depleted. She reported that their biggest issue is the \$4.6 million dollar debt to Capital City Bank, stating that they are working closely with the bank for a resolution on this debt. She noted without a source of funds, they cannot pay this debt, nor the one owed to the County at this time. Mrs. White reported that it is a new day and time for the Port St. Joe Port Authority, stating they are taking a step back and taking a look at a new way of doing business. She said partnering with the St. Joe Company and utilizing their resources will help. Mrs. White thanked the Board for loaning the Port Authority the \$200,000.00. Commissioner Yeager agreed it is a new day for the Port St. Joe Port Authority, stating the marketing agreement with St. Joe Company has been long overdue. Upon inquiry by Commissioner McLemore concerning the debt to Capital City Bank and whether they will foreclose on The Port, Mrs. White reported she does not have an answer because she does not know what the bank will do but the bank has been working with them on this issue. Mrs. White thanked Commissioner Yeager and Ralph Rish for their help in initiating the conversation with the St. Joe Company. Mrs. White also thanked Commissioner Smiley for his assistance with the Summer Youth Program through Workforce Development.

PORT ST. JOE PORT AUTHORITY

Christy McElroy appeared before the Board and inquired whether there is a business plan for the Port St. Joe Port Authority. Chairman Williams stated there is a Comprehensive Port Plan for the Port St. Joe Port Authority. Chairman Williams explained the Port St. Joe Port Authority is a separate governmental entity with the County, Municipalities, and other organizations as stakeholders. Upon inquiry by Ms. McElroy concerning obtaining a copy of the Comprehensive Port Plan, Mrs. Johanna White responded that a copy of the Port Master Plan is available at the Port Authority office.

SIGN ORDINANCE SUB-COMMITTEE

Christy McElroy thanked the Board for allowing her to be a member of the sign ordinance sub-committee, stating it is time to move on and expedite the solutions. County Attorney Novak reported he will set up a sub-committee meeting within the next 10 days.

SIGN ORDINANCE

Toye Roberts appeared before the Board and discussed an issue with a sign and requested direction from the Board, stating he has received a violation for the sign. Chairman Williams discussed that this has been directed back to the P.D.R.B. and there should not be any violations within the thirty day window. County Attorney Novak discussed that this is going before the P.D.R.B., stating there will be a recommendation

to the Board from the P.D.R.B. concerning this issue. Upon inquiry by Mr. Roberts concerning the proper process, Chairman Williams discussed that he is following the right process on this issue. Commissioner McLemore motioned to extend the violation time for 60 days. Commissioner Smiley seconded the motion, and it passed unanimously.

TUPELO FESTIVAL

E.D.C. Director Sellers appeared before the Board and reported that the Tupelo Festival is Saturday, May 19, 2012 at Lake Alice Park in Wewahitchka, noting they are still looking for volunteers.

PORT ST. JOE PORT AUTHORITY

E.D.C. Director Sellers discussed that they are glad to have the Port St. Joe Port Authority located with them, stating they are looking forward to working with them. He discussed that they met with Mr. Brady and Mr. Gonzalez from St. Joe Company concerning the Marketing Plan, stating there will be four entities in the marketing plan (Port St. Joe Port Authority, St. Joe Company, Gulf County E.D.C./Chamber of Commerce, and Genesee Wyoming Railroad).

CITY COMMISSIONER

Chairman Williams reported that Phil McCroan is the new Port St. Joe City Commissioner.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 7:29 p.m., E.T.

**WILLIAM C. WILLIAMS, III
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

MAY 22, 2012

PORT ST. JOE, FLORIDA

SPECIAL BUDGET MEETING

The Gulf County Board of County Commissioners met this date in a special budget meeting with the following members present: Chairman William C. Williams, III, Vice Chairman Tan Smiley, and Commissioners Carmen L. McLemore, Ward McDaniel, and Warren Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, E.D.C./Chamber Director Barry Sellers, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, Tax Collector Shirley Jenkins, and Veterans' Service Officer James Kennedy.

Chairman Williams called the meeting to order at 5:01 p.m., E.T.

BUDGET

Chief Administrator Butler stated the Budget Committee needs direction from the Board, and then gave a power point presentation on the budget. Chief Administrator Butler discussed the Board options for revenue as follows: (1) increase tipping fees, (2) Five Cent Local Option Gas Tax, (3) Mexico Beach payments for E.M.S., (4) E.M.S. dry run fees, (5) increase funding received for E.M.S./less Ad Valorem required, (6) increase E.M.S. fees, (7) increase Building Department fees, and (8) MSBU or MSTU for landfill or garbage. He reported on the budget increases as follows: (1) decrease coverage for Property/Casualty insurance by establishing a minimum value to be covered, (2) utility increases estimated at 10%, (3) Medicaid, (4) retirement, and (5) I.T. Department. Chief Administrator Butler discussed possible budget decrease opportunities as follows: (1) discuss with the City of Port Sty. Joe on the current and future Downtown Redevelopment Area for the possibility of delaying collections of this fee, (2) not to do any work for the schools (weekend crews), (3) discontinue Coastal Fitness program, (4) E.D.C., (5) Public Works attrition losses, (6) stop picking up debris from R.O.W., (7) use T.D.C. funds to cover parks & recreation repairs/additions, (8) decrease outside agencies by 6% each, (9) decrease local contribution to Library, (10) decrease Ad Valorem dollars for Clerk Admin/BOCC HR-RM/Building Department Admin costs by

replacing with S.H.I.P. funding, (11) use S.H.I.P. and T.D.C. funding for audit, (12) cut the City of Wewahitchka for T.L. James Park under parks & recreation, (13) Life Management decrease, (14) turn the commodity program over to a not for profit organization, (15) County Courthouse renovations, (16) unemployment, (17) discontinue use of message board signs, (18) decrease coverage for Property/Casualty insurance by establishing a minimum value to be covered, (19) decrease number of polling places to one per district for the next election, (20) fuel decreases, (21) Honeyville Community Center, and (22) restrict radio \$12.50 surcharge fund to repeater and tower repairs only. Mr. Butler reported on the recurring revenue (\$314,250.00), possible decreases (\$696,115.00), and required increases (\$210,381.00), stating the budget increase, if the Board adopts all of the above suggestions, would be \$799,984.00. Chief Administrator Butler discussed the savings for the St. Joe Fire Control District would be to decrease the St. Joe Fire Control District to .25 mils and cut the Fireman's Association appropriation. <County Attorney Novak entered the meeting at 5:23 p.m., E.T.> Chairman Williams commended the budget committee for their hard work over the past several years, stating they have cut approximately 40%. Commissioner Yeager discussed there are several things on this list that will work and the Board needs to go item by item to give the committee more direction. Commissioner McDaniel thanked the Budget Committee members for their hard work and stated he does not want to see a tax increase. Commissioner McDaniel recommended cutting the Tupelo Fire District from .5 mils to .4 mils and to leave Overstreet and Howard Creek at .5 mils. Commissioner McLemore discussed the need to look at each line item, but noted the need for additional time to review. Commissioner Smiley discussed the need to look at the line items and to do what is right for the people. Commissioner McLemore stated that their job as Commissioner's is to help the people. Commissioner McDaniel discussed he is not for placing any more on the tax payers. Commissioner Yeager discussed mandatory garbage and the possibility of whomever provides the service handle the yard debris pick-up as well. Chairman Williams discussed the devastation of the property values to the businesses, stating it is his objective not to raise the millage. Commissioner McLemore stated that it is early to make a motion to not raise the millage. Discussion followed. Chairman Williams stated that he is not going to raise the millage. Commissioner Yeager stated that he is not raising the millage. Chief Administrator Butler discussed other areas of concern such as (selling equipment to purchase equipment, not replacing work crew vans, Supervisor of Elections Office roof, pay raises, Wewahitchka Courthouse elevator, and Insurance coverage). Chairman Williams recommended a 2% budget freeze in this fiscal year. Upon inquiry by Sheriff Nugent concerning the 2% freeze in the budget, Chairman Williams confirmed that the freeze will be from this point forward to the end of the fiscal year. Commissioner McLemore motioned to approve the 2% freeze on the current budget. Commissioner McDaniel seconded the motion, and it passed unanimously. Chairman Williams

requested to go through each line item. Commissioner McLemore stated the Board needs more time to go through the line items. Commissioner Yeager recommended Chairman Williams schedule a Budget Workshop. Chairman Williams requested for Chief Administrator Butler to schedule a Special Budget Meeting.

Chairman Williams called for public comment. There was no public comment.

There being no further business, and upon motion by Commissioner McDaniel, the meeting did then adjourn at 5:57 p.m., E.T.

WILLIAM C. WILLIAMS, III
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

MAY 22, 2012

PORT ST. JOE, FLORIDA

REGULAR MEETING

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman William C. Williams, III, Vice Chairman Tan Smiley, and Commissioners Carmen L. McLemore, Ward McDaniel, and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, E.D.C./Chamber Director Barry Sellers, Emergency Medical Services Director Houston Whitfield, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Gulf County Planner David Richardson, Preble-Rish, Inc. / County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and Tax Collector Shirley Jenkins.

Sheriff Nugent called the meeting to order at 6:00 p.m., E.T.

Assistant Administrator Hammond opened the meeting with prayer, and Chairman Williams led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Commissioner McLemore motioned to approve the Consent Agenda. Commissioner McDaniel seconded the motion for discussion; requesting to pull Item #3 (pages 17-18) for clarification. Upon inquiry by Commissioner McDaniel, Deputy Administrator Lanier explained there was a typographical error on the low bid amount; noting the low bidder was Emerald Coast Striping, L.L.C., in the amount of \$29,334.36 and requested Board approval with this correction. Commissioner McLemore amended his motion to include the correction to the amount on Item #3. The motion then passed 5-0. Deputy Administrator Lanier requested a motion of the Board to replace the resolution in Item #8 (pages 59-61); stating it needed to be cleaned up and a revised copy had been provided to the Clerk's Office. County Attorney Novak advised the Board that a motion would be needed to approve the corrected resolution. Commissioner McLemore motioned to approve corrected resolution (Item #8 - pages 59-61). Commissioner McDaniel seconded the motion, and it passed unanimously as follows:

1. Minutes – April 24, 2012 – Regular Meeting
2. Appointment – Gulf Coast Workforce Board (Gary Ross & Ruth Phillips)
3. Bid Award #1112-18 (Miscellaneous Striping Project)
4. Bid Rejection/Re-Bid #1112-19 (Courthouse Fountain Purchase)
Bid Rejection/Re-Bid #1112-20 (Sale of County Owned Property)
5. Inventory – Gulf County Clerk of Court (Junk #10-263 * NFC Mark II Phone System w/cords)
6. Invoices – Bike Florida (Invoice #204 * \$10,000.00 * \$5,000.00 to be paid from Account #27452-48000 and \$5,000.00 to be paid from Account #27452-48000-BP3)
 - County Attorney Jeremy Novak – Professional Services (Invoice #1547 * \$500.00 * to be paid from Account #21111-31200)
 - Gulf Coast Children’s Advocacy Center (April, 2012 * \$175.00 * to be paid from Account #21111-31300)
 - The Ferguson Group, LLC – Federal Lobbying Services (Invoice #0612173 * \$6,500.00 * to be paid from Account #21111-31200)
7. Request for Release of Funds – Northwest Regional Library System (April-June, 2012 * \$27,515.00 * to be paid from Account #62271-34100)
8. S.H.I.P. – Local Housing Assistance Plan FY 2012-2015

RESOLUTION NO. 2012-07

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF

THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-137 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiative Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one-to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by section 420.9075, F.S. it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the Local Housing Assistance Plan. The costs of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in section 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program for administrative costs.

WHEREAS, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for the Gulf County Board of County Commissioners to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA THAT:

Section 1: The Gulf County Board of County Commissioners of Gulf County, Florida hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2012-2015.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 22ND DAY OF MAY, 2012.

(End)

INVOICE - CAPE SAN BLAS BIKE PATH PHASE IV

Grant Writer Kopinsky recommended approval of the final invoices for Cape San Blas Bike Path Phase IV, contingent upon results of the site monitoring visit, to JBS Engineering in the amount of \$9,571.05, and C.W. Roberts Contracting, Inc. in the amount of \$127,295.99. Commissioner Yeager motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously. Commissioner Yeager directed Ms. Kopinsky follow up with C. W. Roberts concerning the watering of the grass on the side of the road.

GRANT - FIRE DEPARTMENTS – PAGERS

Grant Writer Kopinsky requested permission to apply for a Division of Forestry 50/50 Grant for the Volunteer Fire Departments for replacement of radio equipment (frequencies changing), to be paid from the 50% grant and impact fees. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion. Upon inquiry by Commissioner McDaniel, Sheriff Nugent stated this is for the narrow banding of radios. Upon inquiry by Chairman Williams concerning the amount of the grant, Grant Writer Kopinsky stated she was not sure of the amount but they would be soliciting bids for 35-40, possibly more, radios. Planner Richardson stated this is for pagers not radios. Chief Administrator Butler reported the County will have to pay and

the grant will help pay for them. Grant Writer Kopinsky stated the Division of Forestry will pay half (if approved) and the County will pay half from the Impact Fees. Sheriff's Office Major Plair advised the Board that according to F.C.C., effective January 1, 2013, everyone will have to switch to narrow ban. The motion then passed unanimously.

TOURIST DEVELOPMENT COUNCIL

David Warriner, Tourist Development Council Chairman appeared before the Board and thanked the Board for allowing Ms. Kopinsky to work as the Interim T.D.C. Director. He discussed the T.D.C. formed two sub-committees (Marketing and Public Relations, and Budget), stating that Alyson Gerlach is the Chair of the Marketing Sub-Committee and Ronald Pickett is the Chair of the Budget Sub-Committee. Mr. Warriner discussed some significant deadlines and promotional exposure he would like to propose to the Board for consideration as follows: Online exposures (1) Trip Advisor in the amount of \$187.50. Commissioner Yeager motioned to approve this recommendation. Commissioner Smiley seconded the motion and it passed unanimously. (2) You Tube Video Series for \$800.00, as recommended by Alyson Gerlach, T.D.C. Marketing Chair. Commissioner Yeager motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously. (3) Print exposures: (A) Florida Sport Fishing Magazine (Gulf Coast Issue ½ page ad) for \$1,575.00, as recommended by Alyson Gerlach, T.D.C. Marketing Chair. Commissioner Yeager motioned to approve this recommendation. Commissioner McDaniel seconded the motion and it passed unanimously. (B.) Canadian Snowbird Magazine (summer issue) in the amount of \$1,605.00, as recommended by Alyson Gerlach, T.D.C. Marketing Chair. Commissioner Yeager motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously. (4) Television: Beach TV in the amount of \$6,000.00 (\$2,000.00 per month for three months). County Attorney Novak stated this is a sole source provider. Commissioner Yeager motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously. Interactive Web Exposure: Key Google Ad Words for \$3,000.00 per month for three months (total of \$9,000.00). Commissioner Yeager noted this to fall under the same circumstances as the previous motion (sole source) then so moved to approve this recommendation. Commissioner Smiley seconded the motion for discussion. County Attorney Novak added there was prior discussion concerning the extension of time to expend the B. P. funds through October; stating he will follow up and get a written confirmation of the time extension. Chairman Williams stated he received a verbal confirmation. T.D.C. Chairman Warriner said he would make an attempt to see if these expenditures can be paid from B.P. funds and if there are sufficient available dollars to cover it; hoping it would not have to be paid from the bed tax funds. Chairman Williams commended the new T.D.C. leadership. The motion then passed unanimously.

P.D.R.B. RECOMMENDATIONS (05/22/12)

The Board then considered the following recommendations from the May 21, 2012 meeting of the Planning & Development Review Board:

VARIANCE APPLICATION – WILLIAM CONSYLMAN

Pursuant to advertisement to hold a public hearing to consider a variance application for William Consylman (Parcel ID #06314-095R) located in S23, T9S, R11W; County Attorney Novak read the public hearing notice to approve a Five foot (5') dune walkover to support handicap accessibility. There being no public comment, Commissioner Yeager motioned to approve the variance application. Commissioner McDaniel seconded the motion, and it passed unanimously.

VARIANCE APPLICATION – DENNIS R. FAUST

Pursuant to advertisement to hold a public hearing to consider a variance application for Dennis R. Faust (Parcel ID #06370-385R) located in S36, T8S, R12W; County Attorney Novak read the public hearing notice to approve an encroachment into the side setbacks next to common property. There being no public comment, Commissioner Yeager motioned to approve the variance application. Commissioner McDaniel seconded the motion, and it passed unanimously.

VARIANCE APPLICATION – ROBERT DAWKINS

Pursuant to advertisement to hold a public hearing to consider a variance application for Robert Dawkins (Parcel ID #03180-235R); County Attorney Novak reported the P.D.R.B. recommended to table this application pending additional information.

SIGN ORDINANCE

County Attorney Novak discussed the sign ordinance and Chairman Williams requested to address this later in the meeting, due to a public speaker participant.

CAPITAL AREA COMMUNITY ACTION AGENCY

Deputy Administrator Lanier discussed a letter from Capital Area Community Action Agency requesting Board approval to re-appoint Erika White to their Board of Directors, stating they need a letter for July 2011 through July 2012, and July 2012 through July 2013. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

WASTE MANAGEMENT CONTRACT

Upon inquiry by Commissioner McDaniel concerning page 20 of the Information Packet, Deputy Administrator Lanier reported this 4.1% CPI increase, effective June 1, 2012, is included in the contract, noting this is the third year into the contract.

PUBLIC WORKS – MOTOR GRADER

Public Works Director Danford requested approval to purchase a Komatsu GD655-5 Motor Grader from Tractor & Equipment Company, at the State contract price of

\$184,227.88, plus a 1% State Fee of \$1,842.28. Commissioner Yeager motioned to approve this request. Commissioner McDaniel seconded the motion for discussion, stating that the equipment recently sold from Public Works generated \$220,000.00 to pay for the motor grader. Public Works Director Danford requested permission to advertise to sell the old motor grader. The motion then passed unanimously. Public Works Director Danford stated this type of equipment comes with a one year warranty, noting a three (3) or five (5) year option to purchase additional warranty, and requested to put something in the next Consent Agenda on this after time to review the options. County Attorney Novak noted this warranty is exclusive through the provider and asked Mr. Danford affirm that.

SIGN ORDINANCE

County Attorney Novak announced the sign ordinance will be available for review on the County website and in the Clerk's Office, and requested to schedule for a Public Hearing on June 12, 2012, and the second Public Hearing on June 26, 2012 with potential and proposed adoption. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

NUISANCE ORDINANCE

County Attorney Novak discussed the first sub-committee meeting concerning the nuisance ordinance, stating they will follow up with some amendments at the June 6, 2012 at 2:00 p.m., E.T.

ANIMAL CONTROL ORDINANCE

County Attorney Novak discussed the animal control ordinance, stating they will be meeting with the St. Joseph Bay Humane Society Representatives on June 8, 2012 at 2:00 p.m., E.T.

POLICY - SOCIAL NETWORKING

County Attorney Novak discussed a proposed policy pertaining to Social Networking and recommended the Board adopt it. Commissioner Smiley motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

COUNTY WIDE / REDISTRICTING

County Attorney Novak discussed the engagement with Sniffen & Spellman Law Firm, Special Council on County-Wide voting and Re-Districting, stating he has the letter from them indicating they will proceed upon Board approval. Commissioner McDaniel motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously. Chairman Williams discussed that this is an ongoing process with Re-districting and County-Wide voting. Commissioner McDaniel stated he is an advocate of County-Wide voting and they are following up on this.

TOURIST DEVELOPMENT COUNCIL – EXECUTIVE DIRECTOR POSITION

Chief Administrator Butler stated they have interviewed for the T.D.C. Executive Director position, stating they are going to hold the 2nd interview with one of the applicants on Wednesday.

C.O.B.R.A. / F.E.M.A. HURRICANE GUSTAV

Chief Administrator Butler stated that Building Official Collinsworth, Planner Richardson, and G.I.S. Coordinator Warner prepared good material for him and Commissioner Yeager to carry to Washington, D.C. Commissioner Yeager stated they had good meetings with U.S. Fish and Wildlife and F.E.M.A. He stated there are two issues; F.E.M.A. reimbursement from Hurricane Gustav, and C.O.B.R.A. designation. Commissioner Yeager commended county staff on the material they put together. Commissioner Yeager stated the Cape San Blas and Indian Pass areas were put in this designation in error in 1982; noting the infrastructure was there back in 1982.

TRAVEL – NET BAN

Commissioner McLemore discussed a letter from F.S.U. Coastal & Marine Laboratory, stating there is going to be a meeting on June 14, 2012 from 10:00 a.m. to 12:00 p.m., E.T. in St. Theresa, Florida to put together a pilot program to research the net ban issue. Commissioner McLemore reported that he will travel to St. Theresa for this meeting, at his own expense. Chairman Williams and Commissioner Yeager both stated this is an important issue.

SALE OF COUNTY PROPERTY

Commissioner Yeager noted page 19 of the Consent Agenda (two (2) to three (3) properties) and asked if it is appropriate for Chief Administrator Butler and County Attorney Novak to negotiate to an appraised value on these properties. Commissioner McLemore stated he is opposed to selling any of the three properties, especially the John Land Pit in Wewahitchka. County Attorney Novak noted the County rejected the bids and stated there needs to be a market analysis for these properties.

GRANT APPLICATION - SAFETY TEAM

Commissioner Yeager requested to look for grant dollars with the Safety Team for a Bike Path in the Indian Pass area.

COUNTY WIDE VOTING / RE-DISTRICTING

Commissioner Yeager stated it is very important to place the County Wide voting and Re-Districting issues on the County website, and requested for the analysis from Sniffen & Spellman Law Firm be placed on the website.

COUNTY ROAD 386

Upon requested by Commissioner McDaniel, Chief Administrator Butler discussed an email letter from Florida Department of Transportation concerning the stripping of C.R. 386, stating it is on the top of the list for safety funds for this project, subject to funding availability.

REGULAR BOARD MEETING – JUNE 12, 2012

Chairman Williams discussed in honor of Clerk Norris being sworn in as President of the Florida Association of Court Clerks and Comptrollers, he would request to reschedule the next regular Board Meeting on June 12, 2012 at 10:00 a.m., E.T. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion.

GULF COAST WORKFORCE BOARD

Chairman Williams discussed that he will be traveling for the Gulf Coast Workforce Board Meeting tomorrow, noting it is funded by the Gulf Coast Workforce Board. He discussed budget issues the workforce boards are facing.

REGULAR BOARD MEETING – JUNE 12, 2012

Clerk Norris advised Chairman Williams that the motion to reschedule the June 12th regular Board meeting did not carry. Chairman Williams called for the vote and it passed 5-0.

WINDMARK D.R.I.

Chairman Williams discussed the safety issues concerning the WindMark D.R.I., and noted the need for compromise. He reported that the No Trespassing signs were removed, but more signs have been put up stating they will prosecute vehicles that traverse those roadways. Chairman Williams requested for County Attorney Novak to engage with him and the Home Owners Association to work this issue out.

MEDICAID LITIGATION

Chairman Williams gave an update on the Medicaid litigation, stating there are fifty-three (53) Counties which have engaged in the Lawsuit with the State of Florida regarding the Medicaid scenario, noting there has been a lot of positive work with the Agency for Health Care Administration (A.H.C.A.).

LOW INCOME POOL (L.I.P.) MATCH

Chairman Williams stated he is working on the L.I.P. match with Sacred Heart Health Systems; looking into the discount scenario through R.A.C.E.C. (Rural Area of Critical Economic Concern).

PUBLIC COMMENT**ECONOMIC DEVELOPMENT**

John Comer appeared before the Board and gave an update on the available jobs released by the U.S. Department of Commerce, stating that the State of Florida has the worse schools in the United States. He stated that if Gulf County is interested in some of these jobs and people coming to this County, they would need to privatize the Superintendent of Schools position and hold that position accountable. Mr. Comer suggested they consider asking the School Board to privatize that position. Chairman Williams discussed that the school scenario is outside this Boards jurisdiction, and suggested he get with Kim Bodine of the Gulf Coast Workforce Board and E.D.C. Director Barry Sellers concerning the economic development.

CONTRACTS - MRD ASSOCIATES

Deputy Administrator Lanier recommended approval of the 2010-2011 Supplemental Agreement (2010-12.1) with MRD Associates for the Beach Restoration project, in the amount of \$30,000.00 annually. Commissioner Yeager stated it was a part of the Beach Re-nourishment permit. Deputy Administrator Lanier stated the contract was never brought before the Board for approval. County Attorney Novak suggested approving subject to his approval. Commissioner McLemore motioned to approve, contingent upon Attorney review. Commissioner Yeager seconded the motion, and it passed unanimously. Deputy Administrator Lanier recommended approval of the 2011-8.04 Supplemental Agreement with MRD Associates, for the Shorebird Monitoring project. Commissioner McLemore motioned to approve, contingent upon Attorney review. Commissioner Yeager seconded the motion, and it passed unanimously.

SHERIFF'S DEPARTMENT – TRAFFIC STOP

Terrance Walker of Apalachicola appeared before the Board and reported he was stopped by the Gulf County Sheriff's Department and received extensive damage to his vehicle due to a search of his vehicle, and requested to be reimbursed for the damages. County Attorney Novak informed Mr. Walker that this is not a County Commission issue and recommended he meet with him and Sheriff Nugent concerning this issue.

TOURIST DEVELOPMENT COUNCIL

Elaine Lerch appeared before the Board and inquired on the status of the T.D.C. F.D.L.E. investigation. Commissioner McDaniel stated it is still an ongoing investigation.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 7:09 p.m., E.T.

**WILLIAM C. WILLIAMS, III
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

Kyle Recycling

18730 NE SR 65
Hosford, FL 32334

Phone 850-379-3388 **29**
Fax 850-379-3389

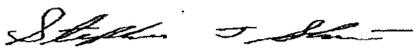
WEIGHMENT TICKET

Ticket no. 6479
Issued on 05.15.2012 09:42 AM

Truck		Date and time	
Ref. no.	16254	Tare	5/15/2012 9:38:46 AM
Plate no.	SMC	Gross	5/15/2012 9:38:48 AM

Seller	
Ref. no.	11569
Name	Stone Mill Creek
Address	
CITY/ST/ZIP	

Ref. no.	Material	TARE	GROSS	NET	Unit price	Net price
42 CAR		35,940	54,660	18,720	0.13	2,340.00


Signature

TOTAL NET PRICE:	2,340.00
TAXES:	0.00
TOTAL PRICE:	2,340.00

Remarks: Steve Shiver



Stonemill Creek Fire Truck

PLEASE

RECYCLE

KYLE EXCAVATING. INC
DBA KYLE RECYCLING
18730 NE STATE RD. 65
HOSFORD, FL 32334
PH. 850-379-3388

REGIONS BANK
FLORIDA

19619
63-466-63 **30**

 E-Z Check Plus
Protection & Convenience

DATE
May 15, 2012

AMOUNT
2,340.00

PAY
TO THE
ORDER
OF

Stone Mill Creek

two thousand three hundred forty $\frac{1}{2}$ no 11100
Gat Kyle

⑈019619⑈ ⑆063104668⑆ 5301026445⑈

KYLE EXCAVATING. INC

19619

OFFICE OF CLERK REBECCA L. NORRIS, GULF COUNTY, FLORIDA

00877 AE

RECEIVED from Kyle Excavating Date 5/15, 2012

FOR: stonemill creek first truck \$ 2340.00

_____ \$ _____

_____ \$ _____

ckt# 19619 \$ _____

By Tracy Shupe TOTAL \$ 2340.00

Kyle Recycling

18730 NE SR 65
Hosford, FL 32334

Phone 850-379-3388 **32**
Fax 850-379-3389

WEIGHMENT TICKET

Ticket no. 6457
Issued on 05.14.2012 12:50 PM

Ref. no.	16249	Tare	5/14/2012 12:50:09 PM
Plate no.	213662	Gross	5/14/2012 12:50:13 PM

Ref. no. 11559
Name I ROBERT EUGENE KNEE
Address 425 KEMP CEMETERY RD
CITY/ST/ZIP

Material	WEIGHT	GROSS	NET	Unit price	Net price
2 Scrap	14,460	17,700	3,240	0.13	405.00

Robert Knee

Signature

TOTAL NET PRICE: 405.00
TAXES: 0.00
TOTAL PRICE: 405.00



Remarks: White Astro Van

*Howard Crk
VAN*

Howard
Creek
(HAW)

Customer Name _____

112.5

SP055 17700 lb

11/10/05 05/14/02/11

112.5

GR05E 14480 lb

11/10/05 05/14/02/11

Driver On

Driver Off

Customer Signature: _____

RICE LAKE
WEIGHING SYSTEMS
"to be the best by every measure"
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PN71630



DBA KYLE RECYCLING
 18730 NE STATE RD. 65
 HOSFORD, FL 32334
 PH. 850-379-3388

FLORIDA

Check Number: 19615

63-466-631



Four Hundred Five and 00/100 Dollars

DATE
 May 14, 2012

AMOUNT
 405.00

Security Features Included

PAY
 TO THE
 ORDER
 OF
 Howard Creek

Memo: White Astro Van

Kyle _____ MP

⑈019615⑈ ⑆063104668⑆ 5301026445⑈

KYLE EXCAVATING. INC

Howard Creek

Check Number: 19615 **19615**
 Check Date: May 14, 2012
 Check Amount: \$405.00

Item to be Paid - Description	Discount Taken	Amount Paid
Recycling Materials		405.00

Form CF 1
Sec. 219.04, F.S.

OFFICE OF CLERK REBECCA L. NORRIS, GULF COUNTY, FLORIDA

0037031

RECEIVED from Kyle Excavating Date May 14, 2012

FOR: White Astro Van - Howard Creek \$ 405.00
 _____ \$ _____
 _____ \$ _____
ck# 19615 \$ _____

By Mary O'Hape TOTAL \$ 405.00

Kyle Recycling

18730 NE SR 65
Hosford, FL 32334

Phone 850-379-3388 **36**
Fax 850-379-3389

WEIGHMENT TICKET

Ticket no. 6458
Issued on 05.14.2012 12:52 PM

Ref. no. 16249 Tare 5/14/2012 12:51:49 PM
Plate no. 213662 Gross 5/14/2012 12:52:20 PM

Ref. no. 11559
Name I ROBERT EUGENE KNEE
Address 425 KEMP CEMETERY RD
CITY/ST/ZIP

2 Scrap	34,220	52,840	18,620	0.13	2,327.50
---------	--------	--------	--------	------	----------

Robert Knee

Signature

TOTAL NET PRICE: 2,327.50
TAXES: 0.00
TOTAL PRICE: 2,327.50

Remarks: Firetruck



*Howard Cook
Fire truck*

White Semi

Howard
CREEK
Firetruck

Customer Name

GROSS 54000 LB

11:03AM 05/14/2012

12.5

6 Tires

-1200 lbs

53400

-560 for fuel

~~GROSS 54000 LB~~

~~11:03AM 05/14/2012~~

52840

Driver On

GROSS 54000 LB

Driver Off

Customer Signature:

11:34PM 05/14/2012



www.ricelake.com

PN71630

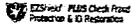


KYLE EXCAVATING. INC
 DBA KYLE RECYCLING
 18730 NE STATE RD. 65
 HOSFORD, FL 32334
 PH. 850-379-3388

REGIONS BANK
 FLORIDA

Check Number: 19616

19616
38
 63-466-631



Details on back
Security Features Included

Two Thousand Three Hundred Twenty-Seven and 50/100 Dollars

DATE	AMOUNT
May 14, 2012	2327.50

PAY TO THE ORDER OF
 Howard Creek

Memo: FIRETRUCK

Just Kyle MP

⑈019616⑈ ⑆063104668⑆ 5301026445⑈

KYLE EXCAVATING. INC

Howard Creek

Check Number:	19616	19616
Check Date:	May 14, 2012	
Check Amount:	\$2,327.50	

Item to be Paid - Description	Discount Taken	Amount Paid
Recycling Materials		2,327.50

CHECKS UNLIMITED™ • CLASSIC BLUE • TO REORDER: 1-800-667-2439 • www.ChecksUnlimited.com

Howard Creek Fire Truck

Form CF 1
Sec. 219.04, F.S.

OFFICE OF CLERK REBECCA L. NORRIS, GULF COUNTY, FLORIDA

0037890

RECEIVED from Kyle Excavating Date May 14, 2012

FOR: firetruck Howard Creek \$ 2327.50

_____ \$ _____

_____ \$ _____

ok # 196116 \$ _____

By Macy Thayer TOTAL \$ 2327.50

GULF COUNTY PUBLIC WORKS

1001 Tenth St.
Port St. Joe, Florida 32456
Phone (850) 227-1401 Fax (850) 229-9521
publicworks@gulfcountry-fl.gov



Memorandum

To: Gulf County Board of County Commissioners
From: Bobby Knee *Bobby Knee*
Date: May 23, 2012
Re: Surplus Metal Sales

I have attached for the information of the board the income breakdown from approved junk sales:

Weigh Ticket #6502	Public Works Fire-truck	\$1,432.50
Weigh Ticket #6516	Highland View Fire-truck	\$2,242.50
Weigh Ticket #6553	Miscellaneous Scrap	<u>\$6,145.37</u>
	TOTAL	\$9,820.37

All sales were made to Kyle Recycling in Hosford, FL which was where we were offered the highest rate.

I request that these funds be placed back into the Public Works Budget.

BCC APPROVED

DATE _____ D.C. _____

BK
6-6-12

RECEIVED
MAY 23 2012

Kyle Recycling

18730 NE SR 65
Hosford, FL 32334

Phone 850-379-3388
Fax 850-379-3389

41

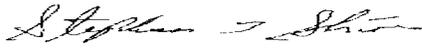
WEIGHMENT TICKET

Ticket no. 6502
Issued on 05.15.2012 03:13 PM

Truck		Date and time	
Ref. no.	16259	Tare	5/15/2012 3:11:06 PM
Plate no.	PUBLIC WORKS GC	Gross	5/15/2012 3:11:49 PM

Seller	
Ref. no.	11578
Name	Public Works Gulf County
Address	
CITY/ST/ZIP	

Ref no.	Material	TARE	GROSS	NET	Unit price	Net price
42	CAR	35,320	46,780	11,460	0.13	1,432.50



Signature

TOTAL NET PRICE: 1,432.50
TAXES: 0.00
TOTAL PRICE: 1,432.50

Remarks:



41

Form CF 1
Sec. 219.04, F.S.

OFFICE OF CLERK REBECCA L. NORRIS, GULF COUNTY, FLORIDA 0037644

RECEIVED from Kyle Excavating Date 5/16, 2012

FOR: public works firetruck \$ 1432.50

_____ \$ _____

_____ \$ _____

ck# 19623 \$ _____

By Jacy King TOTAL \$ 1432.50

Kyle Recycling

18730 NE SR 65
Hosford, FL 32334

Phone 850-379-3388
Fax 850-379-3389

44

WEIGHMENT TICKET

Ticket no. 6516
Issued on 05.16.2012 11:03 AM

Truck		Date and time	
Ref. no.	16259	Tare	5/16/2012 11:03:03 AM
Plate no.	PUBLIC WORKS GC	Gross	5/16/2012 11:03:17 AM

Seller	
Ref. no.	11578
Name	Public Works Gulf County
Address	Old Hillview fire truck
CITY/ST/ZIP	

Ref no.	Material	TARE	GROSS	NET	Unit price	Net price
42	CAR	35,480	53,420	17,940	0.13	2,242.50

TOTAL NET PRICE: 2,242.50
TAXES: 0.00
TOTAL PRICE: 2,242.50

Signature Steve Shiver

(B. Mee)



Remarks:

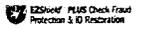
44



KYLE EXCAVATING. INC
DBA KYLE RECYCLING
18730 NE STATE RD. 65
HOSFORD, FL 32334
PH. 850-379-3388

REGIONS BANK
FLORIDA

19626
63-466-631 **45**



Details on back.
Security Features Included

DATE
May 16, 2012

AMOUNT
2048.50

PAY
TO THE
ORDER
OF

Gulf County Public Works

two thousand two hundred forty two & 50/100

Pat Kyle

⑈019626⑈ ⑆063104668⑆ 5301026445⑈

KYLE EXCAVATING. INC

19626

Form CF 1
Sec. 219.04, F.S.

OFFICE OF CLERK REBECCA L. NORRIS, GULF COUNTY, FLORIDA 0037645

RECEIVED from Kyle Excavating Date 5/11/12, 20 12

FOR: public works firetruck \$ 2242.50

_____ \$ _____

_____ \$ _____

ok # 196211 \$ _____

By Jacy Chaga TOTAL \$ 2242.50

Kyle Recycling

18730 NE SR 65
Hosford, FL 32334

Phone 850-379-3388
Fax 850-379-3389

47

WEIGHMENT TICKET

Ticket no. 6553
Issued on 05.17.2012 12:12 PM

Truck		Date and time	
Ref. no.	16259	Tare	5/17/2012 12:00:04 PM
Plate no.	PUBLIC WORKS GC	Gross	5/17/2012 12:00:06 PM
Seller			
Ref. no.	11578		
Name	Public Works Gulf County		
Address			
CITY/ST/ZIP			

Ref. no.	Material	TARE	GROSS	NET	Unit price	Net price
2	Scrap	24,820	30,740	5,920	0.13	740.00
2	Scrap	15,060	18,000	2,940	0.13	367.50
2	Scrap	24,720	33,580	8,860	0.13	1,107.50
2	Scrap	34,420	51,100	16,680	0.13	2,085.00
2	Scrap	0	10	10	0.13	1.25
35	Steel, Stainless *CL*	0	117	117	0.40	46.80
1	Prep Scrap	0	89	89	0.13	11.57
28	Radiators, Copper *CL*	0	186	186	1.40	260.40
12	Brass *CL*	0	104	104	1.50	156.00
13	Brass *UN*	0	92	92	0.75	69.00
7	Aluminum *CL*	0	432	432	0.35	151.20
8	Aluminum *UN*	0	146	146	0.15	21.90
2	Scrap	16,220	21,400	5,180	0.13	647.50
2	Scrap	26,840	30,500	3,660	0.13	457.50
15	Cast Aluminum *CL*	0	4	4	0.35	1.40
16	Cast Aluminum *UN*	0	139	139	0.15	20.85

TOTAL NET PRICE: 6,145.37
TAXES: 0.00
TOTAL PRICE: 6,145.37

Robert Knae

Signature

Remarks:



Stripped 718.12

As is 147.00

47

U

Form CF 1
Sec. 219.04, F.S.

OFFICE OF CLERK REBECCA L. NORRIS, GULF COUNTY, FLORIDA 0037649

RECEIVED from Hyle Excavating, Inc. Date 5/17, 20 12

FOR: misc scrap \$ 6,145.37

\$ _____

\$ _____

cb # 19632 \$ _____

By R Sumner TOTAL \$ 6,145.37



GULF COUNTY
EMERGENCY MANAGEMENT

1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS
FROM: MARSHALL NELSON *Marshall*
DATE: MAY 22, 2012
SUBJECT: EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE
(EMPA) GRANT AGREEMENT
CONTRACT # 13-BG-06-02-33-01-023

By this memo we are requesting the board's approval of the attached
Emergency Management Preparedness Assistance (EMPA) Grant for the Fiscal
Year 2012 - 2013 in the amount of \$105,806.00.

Attachment

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

2012 JUN -6 AM 11:52

BCC APPROVED

DATE _____ D.C. _____

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2012 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:
 Auditor General's Office
 Room 401, Claude Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

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

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor

the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

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

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

(11) REMEDIES.

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

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
 1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be available under law.
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this

Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: 850-413-9920
 Fax: 850-488-7842
 Email: jenene.helms@em.myflorida.com

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

Marshall Nelson
 Gulf County Emergency Management
 1000 Cecil G. Costin Sr. Blvd. Bldg 500
 Port St Joe, FL 32456
 Telephone: 850-229-9110
 Fax: 850-229-9115
 Email: mnelson@gulfcounty-fl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's

performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A – Program Budget
- Attachment B – Scope of Work
- Attachment C – Program Conditions
- Attachment D – Reports
- Attachment E – Program Statutes, Regulations and Program Requirements
- Attachment F – Justification of Advance Payment
- Attachment G – Warranties and Representations
- Attachment H – Certification Regarding Debarment
- Attachment I – Statement of Assurances
- Attachment J – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2013**, at the discretion of the Division, may not be reimbursed from this Agreement.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

Gulf County Clerk of Court
Room 148
1000 Cecil G Costin Sr Blvd
Port St Joe, FL 32456

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and

the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

GULF COUNTY

By: _____

Name and title: William C Williams, Chairman

Date: _____

FID# 59-6000627

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management
Catalog of State Financial Assistance title: Emergency Management Programs
Catalog of State Financial Assistance number: 31.063
\$105,806

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

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A
Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

Grant	Recipient Agency	Category	Amount Allocated
FY 2012-2013 – Emergency Management Preparedness and Assistance Grant	COUNTY	Salary and Benefits	93,435
		Other Personal/Contractual Services (OPS)	
		Expenses	12,371
		Operating Capital Outlay (OCO)	
		Fixed Capital Outlay (FCO)	
Total Award			\$ 105,806

Attachment B

Scope of Work

Intent of Agreement: The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

I. **Categories and Eligible Activities**

Emergency Management Preparedness and Assistance Grant

FY2012-2013 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. **Salaries and Benefits**

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
 - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

B. **Other Personal/Contractual Services**

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5th business day, the contract or purchase order will be approved by default.

Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

II. Monitoring:

The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Division will conduct monitoring for up to 25% of current year agreements.

Areas that will be examined include:

Management and administrative procedures;
 Grant folder maintenance;
 Equipment accountability and sub-hand receipt procedures;
 Program for obsolescence;
 Status of equipment purchases;
 Status of training for purchased equipment;
 Status and number of response trainings conducted to include number trained;
 Status and number of exercises;
 Status of planning activity;
 Anticipated projected completion;
 Difficulties encountered in completing projects;
 Agency NIMS/ICS compliance documentation;
 Procurement Policy

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the Division. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the Division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the Division or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

III. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in scope of work.
- The Division shall administer the financial processes.

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
 - A) Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2012 – June 30, 2013), the county shall:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.
 - B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.
3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2013**. This shall include:
 - A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
 - B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
 - If a county maintains a GIS data download website, that URL may simply be provided.
 - If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
 - Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.
4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2013. See Data Download and Upload details in # 6.
- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
- County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and
- B) Location, survey forms and attributes information for county logistical staging areas; and
- C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and
- D) Locations for Emergency Worker Base Camps.
5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.
- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
- C) Develop and submit a strategy to ensure that by **June 1, 2013**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
- D) Develop and submit a strategy to ensure that by **June 1, 2013**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation

Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.

E) Update and submit a hurricane shelter deficit reduction progress reports, which include “as-is”, retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)

F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <http://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of “No Change” for applicable items.

7. **STATUTORY REQUIREMENTS (including but not limited to):**

A) Sec. 252.355, Florida Statutes. Registry of persons with special needs; notice.

Maintain a registry of persons with special needs located within the jurisdiction of the local agency. The registration shall identify those persons in need of assistance and plan for resource allocation to meet those identified needs. The registry shall be updated annually and give persons with special needs the option of pre authorizing emergency response personnel to enter their homes during search and rescue operations if necessary.

B) Sec. 252.38, Florida Statutes. Emergency management powers of political subdivisions.

i. Each county must establish and maintain an emergency management agency (unless the county is part of an interjurisdictional emergency management agreement as detailed in § 252.38(1)(a), Fla. Stat.)

ii. Each county must Develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive management plan and program (unless the county is part of an interjurisdictional emergency management agreement as detailed in § 252.38(1)(a), Fla. Stat.)

iii. Each county emergency management agency shall have a Director.

iv. Director has direct responsibility for organization, administration and operation of county emergency management agency

v. Director shall coordinate emergency management activities, services and programs within the county.

vi. Director shall serve as liaison to the Division and other local emergency management agencies and organizations

vii. County emergency management agencies shall perform emergency management functions within the county

viii. County emergency management agencies shall conduct activities outside territorial limits as required pursuant to §§ 252.31-252.90, Fla. Stat., and in accordance with state and county emergency management plans and mutual aid agreements

ix. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during postdisaster emergency operations

C) Sec. 252.385(4), Florida Statutes, Public Shelter Space

Local emergency management agencies shall coordinate with public facilities, including schools, post secondary educational facilities, and other facilities owned or leased by state or local governments, but excluding hospitals, hospice care facilities, assisted living facilities, and nursing homes, which are suitable for use as public hurricane evacuation shelters, to ensure that designated facilities are ready to activate prior to a specific hurricane or disaster.

D) Sec. 252.40, Florida Statutes, Mutual aid arrangements. (optional - not a requirement)

It is the duty of each local emergency management agency to render assistance in accordance with the provisions of mutual aid agreements to the fullest extent in times of emergency

F) Sec. 381.0303(2), Florida Statutes, Special needs shelters.

i. County health departments shall, in conjunction with the local emergency management agencies, have the lead responsibility for coordination of the recruitment of health care practitioners to staff local special needs shelters. County health departments shall assign their employees to work in special needs shelters when those employees are needed to protect the health and safety of persons with special needs. County governments shall assist the department with nonmedical staffing and the operation of special needs shelters. The local health department and emergency management agency shall coordinate these efforts to ensure appropriate staffing in special needs shelters.

ii. The appropriate county health department, Children's Medical Services office, and local emergency management agency shall jointly decide who has responsibility for medical supervision in each special needs shelter.

iii. Local emergency management agencies shall be responsible for the designation and operation of special needs shelters during times of emergency or disaster and the closure of the facilities following an emergency or disaster. The local health department and emergency management agency shall coordinate these efforts to ensure the appropriate designation and operation of special needs shelters. County health departments shall assist the local emergency management agency with regard to the management of medical services in special needs shelters.

G) Sec. 393.067(8), Florida Statutes, Facility licensure.

i. Review and approve the comprehensive emergency management plan for all comprehensive transitional education programs and for homes serving individuals who have complex medical conditions.

ii. The local emergency management agency shall ensure that the Agency for Persons with Disabilities and the Division of Emergency Management, at a minimum, are given the opportunity to review the plan, as well as appropriate volunteer organizations.

iii. The local emergency management agency shall complete its review within 60 days and either approve the plan or advise the facility of necessary revisions.

H) Sec. 395.1055(1)(c), Florida Statutes, Rules and enforcement

i. Review and approve comprehensive emergency management plan (for hospitals) submitted by the State Agency for Health Care Administration.

ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.

iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions.

I) Sec. 400.23(2)(g), Florida Statutes. Rules: evaluation and deficiencies; licensure status.

- i. Review and approve comprehensive emergency management plan (for nursing homes and related health care facilities) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

J) Sec. 400.967(2)(g), Florida Statutes. Rules and classification of deficiencies.

- i. Review and approve comprehensive emergency management plan (for Intermediate Care Facilities for the Developmentally Disabled) submitted by the State Agency for Health Care Administration.
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

K) Sec. 429.41(1)(b), Florida Statutes. Rules establishing standards. (optional - not a requirement)

- i. Review and approve comprehensive emergency management plan (for assisted care communities) submitted by the State Agency for Health Care Administration
- ii. The local emergency management agency shall ensure that the following agencies, at a minimum, are given the opportunity to review the plan: Department of Elderly Affairs, Department of Health, the Agency for Health Care Administration, and the Division of Emergency Management. Also, appropriate volunteer organizations must be given the opportunity to review the plan.
- iii. The local emergency management agency must complete the comprehensive emergency management plan review within 60 days and either approve the plan or advise the facility of necessary revisions

L) Sec. 1013.372(1), Florida Statutes. Educational facilities as emergency shelters.

The Department of Education shall, in consultation with the boards and state and county emergency management offices, include within the standards to be developed under this subsection public shelter design criteria to be incorporated into the Florida Building Code.

M) Sec 1013.74(4), Florida Statutes. University authorization for fixed capital outlay projects. The university board of trustees shall, in consultation with local and state emergency management agencies, assess existing facilities to identify the extent to which each campus has public hurricane evacuation shelter space.

Attachment D

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment J and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The final close-out report is due forty-five days after termination of this Agreement.**
- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2012. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2012.
- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment E

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

**Attachment F
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

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

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

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

ESTIMATED EXPENSES

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

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

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of Conduct

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____ Monday-Thursday _____

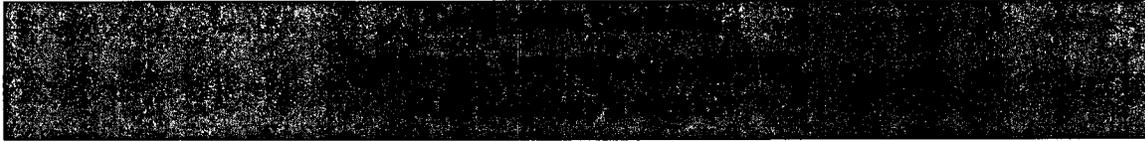
_____ 7:00 AM-12:00 Noon _____

_____ 12:30 PM-5:30 PM EST _____

Licensing and Permitting

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

Attachment H



Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

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

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

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

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

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

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

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

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOUEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Budget - (Form 4):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 5):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

Historical for Match - (Form 6):

1. **AGREEMENT PERIOD 2011-2012 - This will consist of the last quarter of the county's fiscal year 2010-2011 and the first three quarters of the county's fiscal year 2011-2012**
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2012-2013. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Close Out Report - (Form 7):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operation unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTRONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL EMERGENCY MANAGEMENT BUDGET**

Form 4

County	2011-2012 LOCAL (10/1/11-9/30/12)	2010-2011 LOCAL (10/1/10-9/30/11)	2009-2010 LOCAL (10/1/09-9/30/10)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (11-12)	Reduction in County Budget (%) Based on Previous Year Budget (11-12)	Comments
				\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

Emergency Management Preparedness and Assistance Grant Program

Form 7

Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement
 (Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
Total 6	\$0.00

Agreement Amount _____

Minus Total Payments
 (Including final requested funds - Line 6) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
 Cashier, Division of Emergency Management

Mail To:
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
 Grantee Contract Manager or Financial Officer

Date _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

EXPENDITURE CATEGORY DEFINITIONS

1 SALARY AND BENEFITS:

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

2 OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3 EXPENSES:

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4 OPERATING CAPITAL OUTLAY:

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

5 FIXED CAPITAL OUTLAY:

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.



GULF COUNTY
EMERGENCY MANAGEMENT

1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS
FROM: MARSHALL NELSON *Marshall*
DATE: MAY 22, 2012
SUBJECT: EMERGENCY PREPAREDNESS GRANT (EMPG) AGREEMENT
CONTRACT # 1-FG-__-02-33-01-090

By this memo we are requesting the board's approval of the attached Emergency Preparedness Grant (EMPA) for the Fiscal Year 2012 - 2013 in the amount of \$54,430.00.

Attachment

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment E.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2012 and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

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

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

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

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

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

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: 850-413-9920
 Fax: 850-488-7842
 Email: jenene.helms@em.myflorida.com

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

Marshall Nelson
 Gulf County Emergency Management
 1000 Cecil G Costin Sr. Blvd. Bldg. 500
 Port St Joe, FL 32456
 Telephone: 850-229-9110
 Fax: 850-229-9115
 Email: mnelson@gulfcounty-fl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly financial report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Conditions

Attachment D – Reports

Attachment E – Program Statutes, Regulations and Special Conditions

Attachment F – Justification of Advance Payment

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I – Statement of Assurances

Attachment J – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$54,430**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment F. Attachment F will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any

interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2013**, at the discretion of the Division, may not be reimbursed from this Agreement.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

Gulf County Clerk of Courts
Room 148
1000 Cecil G Costin Sr, Blvd.
Port St Joe, FL 32456

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

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

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

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

GULF COUNTY

By: _____

Name and title: William C Williams, Chairman

Date: _____

FID# 59-6000627

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

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

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
 Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
 # 97.042
 Award amount: \$54,430

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

Chapter 252, Florida Statutes
 Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
 44 CFR, Part 302
 48 CFR, Part 31
 OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2012 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- Below is a general budget which outlines eligible categories and their allocation under this award.

Grant	Recipient Agency	Category	Amount Allocated
FY 2012 – Emergency Management Performance Grants Program	COUNTY	Organizational Expenditures	54,430.00
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (5%)	
Total Award			\$ 54,430.00

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2012 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2012 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] Circular A-87).

B. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2012 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency management/operation plans

- Maintaining a current local County Emergency Management Plan (CEMP)

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Community-based planning to advance "whole community" security and emergency management
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

- Acquisition of critical emergency supplies defined as: shelf stable food products, water, and/or basic medical supplies.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster Recovery planning

- Disaster housing planning, such as creating/supporting a State disaster housing task force and developing/enhancing State disaster housing plans
- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans

Recovery planning

- The National Disaster Recovery Framework (NDRF) sets national policy and doctrine to define a new era of disaster recovery across Federal, State and local government. The NDRF aims to achieve a disaster recovery system that is more responsive to whole-community needs. EMPG Program recipients should, as feasible, take steps to develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

Program evaluations

C. Training

FY 2012 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

Additional types of training include, but are not limited to, the following:

- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with

the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.

- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to achieve exercise objectives. Exercise activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <https://hseep.dhs.gov>. All EMPG Program funded personnel shall participate in no less than three exercises in a 12 month period and should complete the following training requirements and record proof of completion. Real world events count toward meeting this requirement.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise projects
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., gloves, non-sterile masks, and disposable protective equipment)
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

In accordance with 44 CFR 13.32, allowable equipment categories for the FY 2012 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

Recipients that are using FY 2012 EMPG Program funds to support emergency communications activities should comply with the *FY 2012 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order. SAFECOM guidance can be found at <http://www.safecomprogram.gov>.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtml>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,

- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

The FY 2012 EMPG Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Program Analyst for review.

When applying for construction funds, including communications towers, at the time of application, recipients are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally

required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 106 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

When applying for EOC construction funds, at the time of application, recipients are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed all required steps for a successful EHP review in support of their proposal for funding (e.g., coordination and consultation).

IV. Maintenance and Sustainment

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

FY 2012 grant funds are intended to support the NPG and fund projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in GPD's Information Bulletin 336 (Maintenance and Sustainment) has been expanded to allow for the support of equipment that has previously been purchased with both Federal grant and non-Federal grant funding. The eligible costs for maintenance and sustainment must be an otherwise allowable expenditure under the applicable grant programs, and be tied to one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

V. Monitoring:

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable EMPG grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Division will conduct monitoring for up to 25% of current year agreements.

Areas that will be examined include:

Management and administrative procedures;
 Grant folder maintenance;
 Equipment accountability and sub-hand receipt procedures;
 Program for obsolescence;
 Status of equipment purchases;
 Status of training for purchased equipment;
 Status and number of response trainings conducted to include number trained;
 Status and number of exercises;
 Status of planning activity;
 Anticipated projected completion;
 Difficulties encountered in completing projects;
 Agency NIMS/ICS compliance documentation;
 Procurement Policy

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the Division. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the Division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the Division or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

V. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in scope of work.
- The Division shall administer the financial processes.

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
 - Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013);
 - Regional Domestic Security Task Force (RDSTF) Meeting
 - Urban Area Security Initiative Meetings (if applicable)
 - State Working Group Meetings (if applicable)

2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, each EMPG funded position during this contract period (July 1, 2012 – June 30, 2013) shall provide the following items. See Data Download and Upload detail in # 3 below.
 - Participate in at least 1 exercise per quarter
 - Submit an After Action Report for each exercise
 - Complete the Professional Development Series

3. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <http://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment D

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment J and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - Equipment Acquisition Costs: Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - Management and Administrative Costs: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises in each quarter.**
- E. **The final close-out report is due forty-five days after termination of this Agreement.**
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment E

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2012 Emergency Management Performance Grants Program Guidance and Application Kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

**Attachment F
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

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

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

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

ESTIMATED EXPENSES

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

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

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct.

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

Business Hours

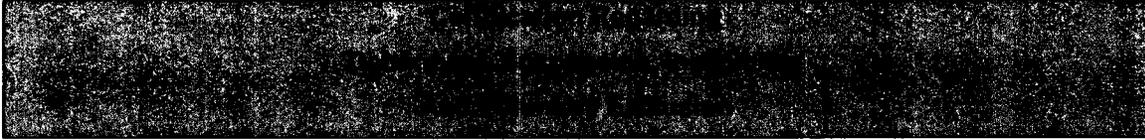
The Recipient shall have its offices open for business with the entrance door open to the public, and at least one employee on site, from _____ Monday-Thursday _____

7:00 AM-12:00 Noon _____
12:30 PM-5:30 PM EST

Licensing and Permitting

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

Attachment H



Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment I
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

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

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

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

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

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

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

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

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports **must be** completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form **must** accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOUEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Staffing Detail and Exercise Detail - (Form 3):

1. The Staffing Detail and Exercise Detail Form is **due every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.

2012 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)

2. All EMPG funded personnel shall participate in three exercises (i.e., one exercise per quarter) of any type (e.g. Drills, Tabletop Exercises, Functional), and one full-scale exercise within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement. (Appendix B – FY 2012 EMPG Program Priorities)
3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion. Appendix B – FY 2012 EMPG Program Priorities
NIMS Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
 FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement
 (Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
6	
Total 7	\$0.00

Agreement Amount _____

Minus Total Payments
 (Including final requested funds – Line 7) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
 Cashier, Division of Emergency Management

Mail To:
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
 Grantee Contract Manager or Financial Officer

Date _____

Jurisdiction		RP AREA - GULF CO.
--------------	--	--------------------

Sum of Loc.curr.amount

Company name	FEIN	beginning date	ending date	Clear.date
AT&T COMMUNICATIONS OF THE SOUTHERN S	222473172	10/1/2001	9/30/2004	12/20/2012
AT&T CORP & AFFILIATES	134924710	10/1/2001	9/30/2004	12/20/2012
BUSINESS TELECOM INC	561426866	8/1/2005	7/31/2008	12/20/2012
Collection allowance adjustment	0	10/1/2001	1/1/2012	12/20/2012
DELTACOM INC	630832070	10/1/2001	6/30/2004	12/20/2012
		7/1/2004	3/31/2005	12/20/2012
GLOBAL TEL*LINK CORPORATION	631071001	2/1/2005	1/31/2008	12/20/2012
NEXTEL SOUTH CORP	582038468	8/1/2002	1/31/2005	12/20/2012
SPRINT NEXTEL CORP	911942496	5/1/2002	4/30/2005	12/20/2012
TELQUEST COMMUNICATIONS CORP	650563007	8/1/2003	7/31/2006	12/20/2012
TOTAL CALL INTERNATIONAL INC	330858351	9/1/2002	8/31/2005	12/20/2012
VERIZON WIRELESS OF THE EAST LP	481262622	10/1/2002	9/30/2005	12/20/2012
WORKING ASSETS FUNDING SERVICE	942987585	9/1/2007	8/31/2010	12/20/2012
Grand Total				

Total
\$19.17
\$6.31
\$0.07
(\$0.01)
\$0.01
\$6.94
\$0.07
\$1.63
\$173.87
\$0.61
\$5.26
\$4.00
\$73.60
\$291.53

Jurisdiction

RP AREA - GULF CO.

Company name	FEIN	beginning date	ending date	Clear. date	Total
Sum of Loc.curr.amount					
AT&T COMMUNICATIONS OF THE SOUTHERN S	222473172	10/1/2001	9/30/2004	12/20/2012	\$19.17
AT&T CORP & AFFILIATES	134924710	10/1/2001	9/30/2004	12/20/2012	\$6.31
BUSINESS TELECOM INC	561426866	8/1/2005	7/31/2008	12/20/2012	\$0.07
Collection allowance adjustment	0	10/1/2001	1/1/2012	12/20/2012	(\$0.01)
DELTACOM INC	630832070	10/1/2001	6/30/2004	12/20/2012	\$0.01
		7/1/2004	3/31/2005	12/20/2012	\$6.94
GLOBAL TEL*LINK CORPORATION	631071001	2/1/2005	1/31/2008	12/20/2012	\$0.07
NEXTEL SOUTH CORP	582038468	8/1/2002	1/31/2005	12/20/2012	\$1.63
SPRINT NEXTEL CORP	911942496	5/1/2002	4/30/2005	12/20/2012	\$173.87
TELQUEST COMMUNICATIONS CORP	650563007	8/1/2003	7/31/2006	12/20/2012	\$0.61
TOTAL CALL INTERNATIONAL INC	330888351	9/1/2002	8/31/2005	12/20/2012	\$5.26
VERIZON WIRELESS OF THE EAST LP	481262622	10/1/2002	9/30/2005	12/20/2012	\$4.00
WORKING ASSETS FUNDING SERVICE	942987585	9/1/2007	8/31/2010	12/20/2012	\$73.60
Grand Total					\$291.53

GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

126

Initiating Department: HOWARD CREEK VOL FIRE DEPARTMENT

Check type of Activity below:

Asset Acquisition
 Asset Purchase

Amount	Invoice#	Invoice Date	Vendor Name
<i>Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment</i>			

Asset Donation

Donation From	Asset Description	Value

Improvement to Existing Asset

Describe the Need For and Description Of the Improvement, Attach a copy if necessary

Asset Transfer To

Receiving Department -- Name _____

Surplus (useable condition but no longer needed by Department)

Asset Disposal

<input type="checkbox"/> Retired (check reason) <input type="checkbox"/> Sold <input type="checkbox"/> Trade-in <input type="checkbox"/> Donate <input type="checkbox"/> Return to other Government	Retirement Reason: <input type="checkbox"/> Obsolete / No longer needed <input type="checkbox"/> Non-Repairable <input checked="" type="checkbox"/> Repair Not Cost Effective <input type="checkbox"/> Cannibalized <input type="checkbox"/> Other	
---	--	--

2012 MAY 30 AM 11:06

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
Howards Creek		Loaned out from the Forestry Division	

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles
	1983 International Tanker Fire Truck	1HC135TTDW2602	100,025.0

Other Information : _____

BGC APPROVED
DATE _____ D.C. _____

<p style="text-align: center;">Department / Location Approval</p> <p style="text-align: center;"><i>Forms not properly signed or incomplete forms will be returned to the Department</i></p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> Department Head Signature * </div> <div style="text-align: center;"> <u>5/29/12</u> Date </div> </div> <p style="font-size: small;">* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.</p>	<p style="text-align: center;">Board of County Commissioners Consent Agenda Approval</p> <p style="text-align: center;">_____ Date</p> <p style="font-size: small; text-align: center;">Approval must be obtained <i>before</i> transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.</p>
--	---

Office of the Clerk of Circuit Court

Asset Tag# _____ Asset Record Updated _____ Copy Returned to Department _____

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QB 6-6-12

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
FIRE COORDINATOR**

Brad Price

1000 CECIL G. COSTIN SR. BLVD , ROOM 310 , PORT ST JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcountry-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

2012 MAY 30 AM 11:06

Memorandum

To: Board of County Commissioners

From: Brad Price, Gulf County Fire Coordinator

Date: 5/29/2012

I am requesting that the following item be turned back over to The Florida State Forestry Division from Howards Creek Fire Department:

**1983 International Tanker Fire Truck
Vin # 1HC135TTDW2602**

This item has mechanical problems that exceeds it value. I would like this item removed from our insurance.

If you have any questions or a need for additional information please give me a call at 850-227-8353

MEMORANDUM

DATE: May 22, 2012
 TO: Gulf County Board of County Commissioners
 FROM: Gulf County Public Works
 SUBJECT: Inventory Changes

We are requesting that the following changes be made to our inventories:

Inventory Number	Equipment	Remarks	Reason
100-547	1988 GMC Box Truck (Boom Truck)	Junk	Irreparable

If we get approval to junk, we would like to sell to a junk yard with your permission and have the money put back into the Public Works budget.

SB
 6-6-12

BCC APPROVED
 DATE _____ D.C. _____ **128**

FLORIDA MEDICAID

A Division of the Agency for Health Care Administration

Better Health Care for all Floridians

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

Ms. Darla Lyle
Gulf County
1000 Cecil G. Costin, Sr Blvd
Port St. Joe, FL 32456

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2012 JUN -6 AM 11:52

May 22, 2012

Dear Sir or Madam:

This document shall serve as a formal invoice for the purpose of billing for Medicaid payments, which are outlined in the transfer agreement executed between the Agency for Health Care Administration and Gulf County. You are being billed the amount of \$ 77,464 for the 4th quarter of State Fiscal Year 2011-12, pursuant to Senate Bill 2000, the General Appropriations Act of 2011-2012.

In an effort to increase our efficiency and decrease the turn times on payments we are requesting that you please notify us when you are sending your payments. This will allow us to release payment to providers in a timely manner. Please notify us via email at Bill.Perry@ahca.myflorida.com or Lecia.Behenna@ahca.myflorida.com.

Please submit your payment with a copy of this invoice to the following address:

Agency for Health Care Administration
Medicaid Program Analysis
Attn: Ms. Lecia Behenna
2727 Mahan Drive
Building 3, Mail Stop 23
Tallahassee, FL 32308

APPROVED FOR PAYMENT

Date 5/22/12 D.H. LL

Acct. # 51161-82000

Should you have questions regarding this matter or need technical assistance, please contact me at (850) 412-4130.

Sincerely,

Lecia M. Behenna
Regulatory Analyst Supervisor

BCC APPROVED

DATE _____ D.C. _____

Reference:

2727 Mahan Drive, MS#23
Tallahassee, Florida 32308



Visit AHCA online at
AHCA.Myflorida.com

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CONSENT
DATE 6/12/12 LL

INVOICE Number 1564

May 31, 2012



543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
850.654.1555 • (fax) 654.0550

Mr. Don Butler, Chief Administrator
Gulf County Board of County Commissioners
1000 Cecil G. Costin, Sr. Boulevard
Port St. Joe, Florida 32456

Project Name: St. Joseph Peninsula Sea Turtle and Escarpment Monitoring Services
Gulf County Turtle Patrol Services
Project Number: 12-210.17
Invoice Period: May 01, 2012 to April 31, 2013

Description of Professional Services:

Item Description	Percent Invoices This Period	Item-Total
<u>Sea Turtle and Escarpment Monitoring Services 2012</u>		
Budget		\$ 49,535.00 (100.00%)
Prior Billing		\$ 0.00 (0.00%)
Available Balance	100.0%	\$ 49,535.00
DUE WITHIN 30 DAYS OF RECEIPT		TOTAL INVOICE \$ 49,535.00

Please remit payment of **\$49,535.00** to the address shown in the letterhead.

Should you have any questions regarding this invoice, please contact me at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski, P.E.
Principal Engineer

BCC APPROVED

DATE _____ D.C. _____
ACCT. # 28039-31000

GULF COUNTY PUBLIC WORKS

1001 Tenth St.
Port St. Joe, Florida 32456
Phone (850) 227-1401 Fax (850) 229-9521
publicworks@gulfcountry-fl.gov



Memorandum

To: Gulf County Board of County Commissioners
From: Joe Danford *JD*
Date: May 23, 2012
Re: Invoice #12-12136

Please find attached invoice #12-12136 dated 04/27/2012 from The Water Spigot. I have reviewed this invoice and find it to be correct. I request permission from the board for payment.

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 281534-31000

12136

JD
6-6-12



GULF COUNTY TOURIST DEVELOPMENT COUNCIL
 150 Captain Fred's Place
 Port St. Joe, FL 32456

MEMORANDUM

TO: Board of County Commissioners
FROM: Towan, Interim TDC Director
DATE: June 4, 2012
TOPIC: Tractor Purchase – Beach Rut Removal

At their regular meeting on May 30, 2012, the Gulf County TDC agreed to purchase a tractor to be utilized for beach rut removal. We are hereby recommending that the Board set aside their normal bid procedure and approve purchase of the tractor through State Contract.

BCC APPROVED

DATE _____ D.C. _____

CONSENT
 DATE 6/12/12 134



Forgotten Coast
CULTURAL COALITION

DATE: 5/24/2012

TO: Gulf County Tourism Development Committee
 CC: Don Butler – Gulf County Administrator

FROM: Natalie Shoaf – President 2012
 Forgotten Coast Cultural Coalition (FCCC)
 Florida's Forgotten Coast Plein Air Invitational 2012

SUBJECT: Reconciliation of monies provided by BP grant

2012 JUN -6 AM 11: 52

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA

On behalf of the organizing board of the Florida's Forgotten Coast Plein Air Invitational, I would like to thank the Gulf County Tourism Development Committee and BP for the generous \$15,000 grant awarded 3/31/2012 for this event. We are most grateful for this. These monies have allowed us to expand our marketing and advertising efforts reaching new markets for our area and this event.

The event this year leaped to a whole new level. The attendance was up at each event and this is the first year we had groups of art enthusiasts who followed a particular artist throughout the event. Some out of state art lovers, including several groups from the Tennessee area, came for the entire 10 days of the event to participate in the various activities and to attend demonstrations all along the Forgotten Coast. We presume there is a correlation between that and our advertising in Nashville Lifestyles. In addition, we have review our guest book entries, we do know we had patrons from Alabama, Arizona, Connecticut, Georgia, Illinois, Louisiana, North Carolina, Tennessee, and Texas.

Part of the monies provided were used to update and enhance our website, allowing us better internal website maintenance for analytical/tracking and enhancing or re-skinning the entire website. All art was photographed and placed on the website as it came into the Wet Room; this allowed the art enthusiasts who were following throughout the world to view our area as it was captured in the plein air style.

The BP monies also allowed us to attend the first national Plein Air Convention. This was one of the most successful public relations/marketing achievements for our event. We made contact with the editor of Plein Air magazine and have been contacted to

BCC APPROVED

DATE _____ D.C. _____

potentially assist in growing future events. In addition, we have been contracted for follow up on our event with request for pictures and comments!

All invoices are attached with a copy of front and back of our check in payment or of the debit card receipt. Please let me know if you need the sound bites for a few of them. They would have to be downloaded specifically for this purpose if required.

We have made every effort to be good custodians of the this BP grant money and the opportunity given to us in marketing Florida's Forgotten Coast Plein Air Invitational and our beautiful Forgotten Coast of Florida, Gulf County . We thank you for allowing us this opportunity. Below is a short recap of the expenditures.

Most Sincerely,

Natalie Shoaf
Natalie Shoaf
FCCC President 2012

DATE PAID _____
BOOK NO. OF COPY _____
AMOUNT PAID _____
BY _____
RECEIVED BY _____



2012 PB Grant recap

Florida Forgotten Coast Plein Air Invitational

\$1,840.25	Nashville Lifestyles via Bay Media- Magazine
\$840.00	Nashville Lifestyles via Bay Media- Internet
\$1,000	Website re-skinned via Server Solutions
\$1,500	Commercial promotional videos via Perspective Media
\$1,125	Commercial promotion videos via Perspective Media
\$446	Promotional items for use at event via Coast 2 Coast
\$1000	Radio advertising WTNT/WFLA- Clear Channel
\$130	Promotional items for use at event via Unique Dragonfly
\$450	Internet promotion to art organization – COCA
\$1475	VIE Magazine advertising- Magazine and internet
\$300	Forgotten Coast TV advertizing
\$175	The Coast- WFCT-FM
\$1096	Plein Air Convention –flight
\$433.44	Plein air Convention-hotel
<hr/>	
\$11,910.69	

Sheriff

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JOSEPH NUGENT

Gulf County

Mailing Address:
P. O. Box 970
Port St. Joe, FL 32457

Office (850) 227-1115 • FAX (850) 227-2097
Wewahitchka (850) 639-5717

Physical Address:
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

May 30, 2012

Carla Hand
Gulf County Clerk of the Court
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

Dear Carla:

We are requesting reimbursement from the Beach Patrol Fund in the amount of \$11,354.02. This is to reimburse for salaries, taxes and benefits related to Beach Patrol for Oct 2011 – May 2012.

If you have any questions, please feel free to contact me.

Sincerely,

Joseph Nugent
Sheriff

BCC APPROVED

DATE _____ D.C. _____

DB
6-6-12

2012 JUN 01 09:58

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PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Gulf County Board of County Commissioners will hold (2) two public hearings to consider adoption of an Ordinance with the following title:

**AN ORDINANCE OF GULF COUNTY, FLORIDA;
WHEREBY AMENDING GULF COUNTY SIGN
ORDINANCE NO. 88-3 TITLED "AN ORDINANCE
REGULATING OUTDOOR ADVERTISING SIGNS;
PROVIDING FOR THE PROHIBITION OF SAID SIGNS
ON COUNTY RIGHTS OF WAY; PROVIDING FOR AN
EFFECTIVE DATE" AND HEREIN REPLACING IT BY
ADOPTION OF "GULF COUNTY SIGN ORDINANCE"
AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE**

Complete Ordinance on file in the Clerk's Office

The first public hearing will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, June 12, 2012 at 10:00 a.m. est. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

The second public hearing will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, June 26, 2012 at 6:00 p.m. est. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

All interested persons may appear and be heard with respect to the proposed Ordinance. If a person decides to appeal any decisions made by the Gulf County Commission with respect to any matter considered at this hearing, he/she will need a record of the proceedings and that for such purpose he/she may need to ensure a verbatim record of the proceedings made and which would include any evidence upon which the appeal is to be based.

A copy of the proposed Ordinance is available for inspection on weekdays between the hours of 9:00 a.m. est., and 5:00 p.m. est. at the Office of the Clerk of Court, Gulf County Courthouse, 1000 C.G. Costin, Sr., Blvd., Port St. Joe, Florida, 32456.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

BY: WILLIAM C. WILLIAMS III, CHAIRMAN

Ad Date: May 31st & June 7th, 2012

Ad #2012-54

Publish in Legals

Invoice: Gulf County Board of County Commissioners