

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

AGENDA	MARCH 22, 2011	TIME / PAGE NO.
1. Meeting Called to Order		6:00 p.m.
2. Consent Agenda		1-57
3. Public Hearing - P.D.R.B. Recommendations (March 21, 2011)		58
4. County Staff Business		
5. Board Business		
6. Public Discussion		

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

March 22, 2011

1. Minutes – February 8, 2011 – Regular Meeting 1-14
 - February 22, 2011 – Regular Meeting 15-27
 - February 24, 2011 – Combined Special Meeting 28-33

2. Approval of Checks and warrants for February, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.

3. Agreement – County Incentive Gram Program C.I.G.P. (Amendment #2 * lola Road from lola Landing Road to Porter Landing Road) 34-35
 - Agreement – Replay Systems, Inc. (E911 Level 3 Service Agreement) 36-41

4. Contract – Gulf County Emergency Management (State Homeland Security Grant * \$49,798.00) 42-46

5. Inventory – Gulf County Health Department (Donate to Sacred Heart Hospital * #130-436, #130-437, #130-438, #130-439, #130-440, #130-441, #130-442, #130-443, #130-444, * Donate items not listed on County inventory * mini trampoline, parallel bars 7' side folding, Chattanooga warmer, rocker board, 3 gray tables, 3 gray stools) 47
 - Clerk of Court (Remove * #10-313, Microphones, RCA Video Recorder) 48
 - Gulf County Emergency Management (Transfer #90-239 to Wewa Search & Rescue) 49
 - Gulf County Mosquito Control (Junked * #72-12, #72-8, #72-9 * Transfer #72-649, #72-650 to Public Works Department * Advertise for Bids #72-1, Transfer #72-651 to Animal Control) 50-51
 - Gulf County Tax Collector (Delete * #40-85) 52

6. Invoices – County Attorney Jeremy Novak (Invoice * February, 2011 * \$12,410.25 * to be paid from Account #21314-31100) 53-55
 - Gulf County C.D.C. (Invoice * \$3,000.00) 56

7. Waiver – Rental Fee - Honeyville Community Center (Wewahitchka Junior/Senior Prom * April 9, 2011) 57

PORT ST. JOE, FLORIDA

FEBRUARY 8, 2011

REGULAR MEETING

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

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, Building Official Lee Collinsworth, Chamber of Commerce Director Sandra Chafin, E9-1-1 Coordinator Ben Guthrie, Grant Writer Towan Kopinsky, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Assistant Public Works Director Bobby Knee, Sheriff Joe Nugent, and Sheriff's Office Major Bobby Plair.

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

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

CONSENT AGENDA

Upon motion by Commissioner McLemore, second by Commissioner McDaniel, and unanimous vote, the Board approved the Consent Agenda as follows:

1. Minutes – January 5, 2011 – Workshop
 - January 11, 2011 – Special Meeting
 - January 11, 2011 - Regular Meeting
 - January 25, 2011 – Regular Meeting
2. Approval of Checks and warrants for January, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – Florida Department of Corrections (#A2391 * Transporting Inmates)

Agreement – Public Risk Management of Florida (Contract and By-Laws)

4. Invoices – Rumberger, Kirk & Caldwell (General Employment Matters
(File #G214-107990 * Invoice #756742 * \$400.00 *
to be paid from Account #21111-31200)

(End)

PREBLE-RISH, INC.

Bill Kennedy of Preble-Rish, Inc. appeared before the Board and stated that he will be leaving Preble-Rish, Inc. at the end of February, and introduced Clay Smallwood, III as his replacement. Mr. Kennedy thanked the Board for seventeen years of service working with this County.

C.D.B.G. – DISASTER RECOVERY INITIATIVE PROGRAM

Blunt Armstrong and Jeffrey Winter of Jordan & Associates appeared before the Board and discussed the C.D.B.G. Disaster Recovery Plan, specifically the Housing Assistance Plan, stating that it was included in their contract to review the contractor applications for participation in the Counties Disaster Recovery Project, and to provide a recommendation to the Board. Mr. Winter reported that the County received 9 contractor applications, stating that only 3 contractors met all the requirements for the Counties adopted housing assistance plan, and there were 5 additional contractors that met all requirements, with the exception of the automobile insurance. Mr. Winter requested direction from the Board on how they would like the applications addressed; whether to accept all 3 contractors that met the requirements or extend the invitation to the remaining 5 contractors under the condition that they secure the additional coverage within 30 days prior to the pre-bid walk through. Chairman Yeager recommended making it available to all 8 contractors, requiring the 5 to obtain the additional insurance. Commissioner McLemore stated that he needs time to review this. Mr. Winter reported that the County has an activity work plan that states you will have the contract bid out in March, stating that if we delay we have the possibility of going over that contract as scheduled; setting the County back on the project. After further discussion by members of the Board, Commissioner McLemore motioned to make it available to all 8 applicants, with the 5 obtaining the additional required insurance. Commissioner Williams seconded the motion, and it passed unanimously. Mr. Winter recommended the Board to accept the 8 contractors for inclusion in the contractor pool; who are (Cathey Construction & Development, LLC, KAFA, LLC d/b/a KAFA Construction, Bryan-Co Cervices, Inc., Michael E. Nelson d/b/a/ Affordable Remodeling & Roofing, Bo Rodriguez Construction, LLC, Raymond Driesbach, LLC, Yarbrough Construction, LLC, Windolf Construction, Inc.). Commissioner McDaniel motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

COUNTY WEBSITE

Deputy Administrator Lanier stated that the Florida Economic Budget and Outlook documentation from the Joint Officers Meeting has been placed on the County website, as requested by Commissioner Williams at the last meeting.

BEACH RESTORATION PROJECT UPDATE

Mike Dombrowski of MRD Associates appeared before the Board and gave a power point presentation on the Beach restoration project for the 18 month post construction. Commissioner Williams reported that the Beasley Allen Law Firm is present at the meeting tonight, and requested for Mr. Dombrowski to meet with them.

BID AWARD #1011-11 – SALE OF VEHICLES

Assistant Public Works Director Knee recommended that bid #1011-11A (sale of 1995 Chevrolet Van * #25-128 * asset #01675) be awarded to Bill Haun, in the amount of \$500.00. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously. Mr. Knee stated that there were no bids received for bid #1011-11B (sale of 1995 Ford F150 Pickup Truck * #25.185 * VIN 1FTDF15Y7SNA09143), and recommended the Board table this until the next meeting, stating that he received quotes from 2 different junkyards, but would like to review this with the County Attorney. Commissioner McLemore motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously. Assistant Public Works Director Knee reported that \$3,123.20 has been collected from the sale of junked vehicles.

WEWAHITCHKA SEARCH & RESCUE

Sheriff Nugent reported that the Wewahitchka Search & Rescue had two call outs this past week, stating that there were approximately 25 to 30 people that responded, and thanked the volunteers of the Wewahitchka Search & Rescue for the great response. Commissioner McLemore discussed that it is sometimes hard to get volunteers, stating that there are several County employees who are members of the search & rescue, and recommended giving authority to Chief Administrator Butler to determine if these employees can get off of work in order to respond. Commissioner McLemore motioned to give Chief Administrator Butler the authority to make all decisions concerning leave and pay for employees who are volunteers for this organization. Commissioner Smiley seconded the motion for discussion. Commissioner McDaniel discussed the 5 people in 2010 that lost their lives on the Apalachicola River, stating that this search & rescue unit is made up of strictly volunteers and requested that the County employees not lose any pay for this service under the direction of Chief Administrator Butler. Commissioner McLemore stated that was his intent when he brought it up; but under the coordination of Chief Administrator Butler. Commissioner Williams discussed reviewing a similar

setup for our employees who are Volunteer Fire Fighters, and requested a recommendation from Chief Administrator Butler. Chief Administrator Butler stated that he has had discussions with Commissioner McDaniel and he is willing to review and assist the County in trying to figure out the stipend issue. The leave portion for Search & Rescue will be easy to figure out, Chief Administrator Butler stated. Commissioner Williams asked to amend the motion and second to include that so it can be reviewed by Chief Administrator Butler and Commissioner McDaniel. Chairman Yeager affirmed that the motion can include the fire departments. Clerk Norris called for clarification of the motion. Commissioner McLemore stated that his motion is to turn all volunteer leave over to Chief Administrator Butler, giving him the authority to make the decisions on who gets off, who gets paid and who don't. Commissioner Smiley confirmed his second stands. Sheriff Nugent stated that these people are an invaluable asset to this County. The motion then passed unanimously.

COURTHOUSE SECURITY

Upon request by Chairman Yeager, Sheriff Nugent reported that he obtained quotes for an x-ray machine and other things and spoke with some private companies about contracting out security, stating that they will have some numbers ready for the meeting on Thursday with the Judges.

E9-1-1 CONTRACT

County Attorney Novak reported that the Board previously approved an E9-1-1 contract, contingent upon legal review, stating that they are waiting on an indemnification clause to be signed, and then it will be presented to the Chairman for signatures.

ANIMAL CONTROL

County Attorney Novak reported that he met with Raymond Wood and reviewed the incident report concerning his dog bite, stating that there are some inconsistencies with the dog and the ownership. He reported that the conclusion is in terms of timing and the timeliness of the report from the Animal Control Officer to having the dog vaccinated. County Attorney Novak recommended the Animal Control Officer join the Florida Association of Animal Control, stating that half of the Counties in the State are members, and the cost is approximately \$75.00 annually. County Attorney Novak stated this membership will give Animal Control Officer Jones best practices, monthly newsletters and updates, and how to stay in compliance with local and State statutes. Commissioner Williams motioned to join the Florida Association of Animal Control and the Board will review any travel as it comes forth. Commissioner McLemore seconded the motion, and it passed unanimously.

DITCH LANDING ROAD

County Attorney Novak reported on the Ditch Landing Road issue, stating that he spoke with David Harrelson of the St. Joe Company and the property has been transferred and conveyed to two other entities since the St. Joe Company had possession of this property. He reported that they did not retain easement access rights across the property, stating that it is a company called Wimico Timber, LLC, and requested permission from the Board to contact the new owners with the same request that was made to the St. Joe Company; which is, can we accomplish what we need to do through an easement, record it, and then open and maintain the access. Upon inquiry by Commissioner McLemore concerning taking the road back if the new owners deny the lease, County Attorney Novak reported that he is not prepared to comment on whether the County could, but he will research and report back to the Board. Commissioner McLemore motioned for County Attorney Novak to contact the new owners concerning the Ditch Landing Road access. Commissioner Williams seconded the motion for discussion. Upon inquiry by Commissioner McDaniel, County Attorney Novak reported that there has been no problem with the St. Joe Company. The motion then passed unanimously.

BRITISH PETROLEUM CLAIMS PROCESS / GULF COAST CLAIMS FACILITY

County Attorney Novak gave an update on the B.P. claims process, stating that they attended the Seven County Coalition meeting last Friday and they now have a letter of support from Beasley Allen Law Firm that he will provide to County Staff for individuals that approach the Board. Deputy Administrator Lanier requested permission to place this on the County Website. The Board had no objection. County Attorney Novak gave an update concerning the February 2nd Order from Judge Barbary in the Multi-District litigation in New Orleans, stating that it addresses exactly what the G.C.C.F's role is and to clarify what their function is disclosed to the individual private business owners and government entities going forward of what capacity they are working for. He will provide this information to the Board and make it available to the public.

SEVEN COUNTY COALITION MEETING – BRITISH PETROLEUM

County Attorney Novak reported that he, Chief Administrator Butler, and Commissioner Williams attended the Seven County Coalition meeting last week, stating that the County council thought it was very productive, and all counties were in attendance and came up with ideas on how to pool resources.

BEASLEY ALLEN LAW FIRM – BRITISH PETROLEUM

County Attorney Novak reported that he and the County Liaison (Commissioner Williams) met with Beasley Allen Law Firm today concerning the sampling and data

collection, and a timeline in terms of claims for the County, stating that they received a schedule for the events for the next month and a half.

COUNTY WIDE VOTING / REDISTRICTING

County Attorney Novak discussed that he met with the individual Commissioners concerning issues with County-Wide voting, stating that he has gone back and addressed with the Law Firms the expert analysis and the cost related to County Wide voting. He reported that the first stage will be the Data Compilation and expert analysis, then the initial oversight, covering a three to four month period for approximately \$40,000.00. Commissioner Williams motioned to proceed, not to exceed \$40,000.00 as counsel outlined as the first stage. Commissioner McDaniel seconded the motion for discussion. County Attorney Novak discussed the redistricting issue coming up, stating the timeliness of this overlapping with the County-Wide voting issue and this will have an indirect benefit to the County from having outside counsel. He further stated that the expert analysis done by Dr. Weber in 2005 can be used and will be a cost savings to the County as well. Chairman Yeager discussed that it is time for the redistricting and that he would like to engage the School Board, stating that the district lines are different. Upon inquiry by Commissioner McLemore, County Attorney Novak discussed that depending on the vote this evening, he and Chief Administrator Butler will make a recommendation as to securing counsel at the next meeting based on the initial interviews and cost, stating that there will be an initial retainer and there will be professional services rendered and a bill generated for the County on a monthly basis; the \$40,000.00 would roll out over the first three to four months. Commissioner McLemore stated he would prefer to budget for this. Commissioner Smiley stated that we do not have the money to spend at this time and he would rather put dollars into providing more jobs. Chairman Yeager stated that the public has voted numerous times and wishes to go to County-Wide voting. After further discussion by members of the Board, the motion then passed 3 to 2, with Commissioner McLemore and Commissioner Smiley voting no.

BEASLEY ALLEN LAW FIRM – BRITISH PETROLEUM

County Attorney Novak reported that David Burn of Beasley Allen Law Firm is present at the meeting tonight, and if anyone has questions concerning the letter of support, to speak with Mr. Burn.

RFP #1011-13 – PROPERTY/CASUALTY INSURANCE

Chief Administrator Butler reported that he presented a draft for RFP #1011-13 (Property/Casualty Insurance), and requested permission to proceed and advertise. Commissioner McLemore motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

TRAVEL - RURAL SUMMIT MEETING – COUNTY/CITY JOINT MEETING

Chief Administrator Butler recommended having representation at the Economic Development Rural Summit meeting in St. Augustine on February 16–18, 2011. He reported that the Joint County/City meeting was previously scheduled for February 17th, and requested permission to change this meeting to February 24th. Commissioner McDaniel motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously. Chief Administrator discussed that it will be very important to have representation at the Economic Development Rural Summit meeting. Commissioner Williams motioned for Chairman Yeager to travel to St. Augustine for the Economic Development Rural Summit meeting. Commissioner McDaniel seconded the motion, and it passed unanimously.

TRAVEL – COMMISSIONER DISTRICT 3

Chief Administrator Butler stated that there is going to be meetings involving the Seven County Coalition which Commissioner Williams needs to attend. Commissioner Williams requested permission to travel on Thursday, February 10, 2011 to meet with Dean Cannon, Speaker of the House and Will Weatherford on Legislative issues, and Thursday, February 17, 2011 with Representative Broxton who has ask representatives from the Seven Counties to attend and meet with the Chief Financial Officer, the Attorney General and the Governor. Chairman Yeager stated that the travel related to the Deepwater Horizon Oil Spill will be totally reimbursed by B.P. Commissioner McDaniel motioned to approve this travel request for two days. Commissioner Williams seconded the motion for discussion. Upon inquiry by Commissioner McLemore, Commissioner Williams stated that the meeting on February 10th is not oil spill related, it is strictly Legislative issues. The motion then passed 4 to 1, with Commissioner McLemore voting no.

TRAVEL – LEGISLATIVE SESSION

Chief Administrator Butler discussed that last year Chairman McLemore gave permission to travel to the Legislative Session, and requested permission to travel this year for the Legislative Session, stating that it is starting soon. Commissioner Williams motioned to give the Chairman the authority to approve travel of Commissioners and/or staff to attend legislative meetings in Tallahassee during session. Chairman Yeager stated that there are more changes in Tallahassee than ever. Chairman Yeager stated that he will get our Legislative delegation here for an open forum. Commissioner McDaniel seconded the motion, and it passed unanimously.

GULF COUNTY COMMUNITY DEVELOPMENT COUNCIL

Chief Administrator Butler discussed a payment request from the C.D.C., in the amount of \$3,000.00 for the development of the two lots in Williamsburg, and recommended

payment, contingent upon County Attorney review and approval of the time line. Commissioner Williams motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously.

DEPARTMENT OF ENVIRONMENTAL PROTECTION – SIGN MORATORIUM

Chief Administrator Butler discussed a letter from D.E.P. concerning the sign moratorium in Gulf County, stating that it is being reviewed and not completed. He recommended for D.E.P. to be allowed to put up one sign concerning the St. Joseph Bay Buffer Preserve. Commissioner McDaniel motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

PREBLE-RISH, INC. – PROPOSAL – STUMPHOLE REVETMENT PROJECT

Chief Administrator Butler recommended approval of a proposal from Preble-Rish, Inc. for the engineering portion of the Stumphole Revetment project (HMPG portion), in the amount of \$52,756.38. Commissioner Williams motioned to approve this recommendation. Commissioner McLemore seconded the motion. Commissioner McDaniel inquired about why this service was not bid. Chief Administrator Butler stated that all these type projects the County Engineer designs and submits a proposal for the Boards approval before the work is done and payment is made. Upon inquiry by Commissioner McDaniel, Chief Administrator Butler explained that all Engineering work is done by our in-house Engineers except for those grants that require competitive bids. The motion then passed 4-0, with Chairman Yeager abstaining, due to a business relationship with Preble-Rish, Inc.

PREBLE-RISH, INC. – PROPOSAL – BEACHES RESURFACING – ALABAMA AVENUE/AMERICUS AVENUE/GEORGIA AVENUE/COURT STREET

Chief Administrator Butler recommended approval of a proposal from Preble-Rish, Inc. for the engineering portion of the resurfacing project of Americus Avenue, Alabama Avenue, Georgia Avenue, and Court Street, in the amount of \$118,665.00. Upon inquiry by Commissioner McDaniel, Commissioner Williams discussed that the specifications from the Department of Transportation specifically outline what the funds can be used for (S.C.R.A.P.). Commissioner McLemore motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed 4-0, with Chairman Yeager abstaining, due to a business relationship with Preble-Rish, Inc.

CORRECTION TO THE MINUTES – JANUARY 11, 2011

Chief Administrator Butler stated that he made a recommendation at the January 11, 2011 Board meeting to award bid #1011-04 to Post, Buckley, Schuh & Jernigan for the construction, engineering, and inspection of the Cape San Blas Bike Path, stating that

the minutes in tonight's Consent Agenda reflect Greenhorne & O'Mara was awarded the bid and requested this be corrected. Commissioner Williams motioned to correct the minutes to reflect P.B.S. & J as the contractor for bid #1011-04. Commissioner McDaniel seconded the motion, and it passed unanimously.

CAPE BIKE PATH PHASE III – CONSTRUCTION/ENGINEERING/INSPECTION

Chief Administrator requested approval of a proposal from P.B.S. & J. for the C.E.I. on the Cape Bike Path Phase III, in the amount of \$141,271.12. Commissioner Williams motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

INDUSTRIAL PARK BUILDING – ADVERTISE RFP'S

Chief Administrator Butler discussed page 7 of the Information Packet (a letter from Frank Healy), stating that he is requesting to lease the Industrial Park building to open a business. He reported that the County Commission handed over the Industrial Park building to the E.D.C. for purposes of getting it leased out, stating that E.D.A. has guidelines that the County must adhere to and the County needs to make sure everyone is aware of the E.D.A. requirements. Chief Administrator Butler recommended advertising to receive RFP's for the lease of the Industrial Park Building. Commissioner McLemore motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously.

ECONOMIC DEVELOPMENT COUNCIL

Commissioner McLemore stated that he is not happy with the E.D.C., discussing that some of the members have been on the council for a long time, and he would like to replace Jim Garth on the E.D.C. Board and appoint Ralph Rish. Mr. Rish who was in the audience respectfully declined. Commissioner McLemore motioned to remove Jim Garth from the E.D.C.; bringing a recommendation for replacement back at the next Board meeting. Commissioner Williams seconded the motion for discussion. Discussion followed. The motion then passed unanimously.

SAULS CREEK ROAD

Upon inquiry by Commissioner McLemore, Chief Administrator Butler reported that he spoke with Dan Garlick, of Garlick Environmental and the County has received a permit from the Corp of Engineers to do the work as planned on the Saul's Creek Road; that is to take the existing material and make 3 low water crossings. He reported that the County is still waiting on the permits from the Water Management District.

SEVEN COUNTY COALITION MEETING

Commissioner Williams gave an update on the Seven County Coalition meeting, stating that it was a very informative meeting and that there will be a multi County resolution sent to all seven Counties. He reported that one of the topics was to support the coalition of the seven T.D.C.'s, and to request a \$25,000,000.00 addition to tourism. Commissioner Williams stated that Florida's Great Northwest is attempting to put together a not-for-profit arm and how these monies flow. He stated that the Natural Resource and Damage Assessment (NRDA) will look at all the shorelines and the environmental impacts. He reported that he met with the Beasley Allen Law Firm concerning the multiple levels of operational and administrative tax base strategies.

INFORMATION TECHNOLOGY

Commissioner Williams stated that the County is making progress with the I.T. bid status, and that they are trying to look at all the information from communication to I.T. capabilities, to centralized purchasing so they can make recommendations as they go into budget.

ECONOMIC DEVELOPMENT/CHAMBER OF COMMERCE

Commissioner Williams discussed that the E.D.C. and Chamber of Commerce issue needs to be pushed along and get resolved so jobs can be brought to Gulf County.

ECONOMIC DEVELOPMENT ASSESSMENT REPORT

Chairman Yeager stated that he received the Economic Development Assessment report and requested for it to be placed on the County website.

ODEANA BOAT RAMP

Upon inquiry by Commissioner Smiley, Chairman Yeager reported that he and Chief Administrator Butler have a meeting scheduled with the St. Joe Company, stating that the County has maintained this boat ramp for approximately 35 years. He stated that the County does not have site control of this boat ramp because there is not a lease, and the St. Joe Company is ready to issue the County a lease. Commissioner McLemore stated that there needs to be enough property that would allow the County to get grant funds for the road, the boat ramp, and parking. Chairman Yeager agreed.

CONSOLIDATION SITE

Commissioner Smiley motioned to proceed with moving the Public Works building from the Howard Creek site and go ahead and put it up. Commissioner McDaniel seconded the motion for discussion. Commissioner Williams stated that the County does not know the specifics of what to do with this building at this time. Commissioner Williams recommended the matter be brought back to the Board for a final vote. Upon Chairman

Yeager recommendation, Commissioner Smiley agreed to amend the motion to include allowing of County Staff (Chief Administrator, Public Works Director Danford, Building Official Collinsworth, and Assistant Public Works Director Knee) to review and make a recommendation for the location. Public Works Director Danford discussed that the building needs to be removed from the mud, but there needs to be a plan before putting the building up. Further discussion followed. The motion then passed 3 to 2, with Commissioner McLemore and Commissioner Williams voting no. Chief Administrator Butler reported that Cathey Construction has agreed to the \$5,000.00 to move the building and can move it on February 14th to the current Public Works site.

COURTHOUSE SECURITY

Commissioner Smiley stated that the Courthouse security needs to move forward more quickly. Chairman Yeager agreed, stating that the County should have a proposal to present to the Board in about two weeks.

WASHINGTON RECREATIONAL CENTER

Commissioner Smiley requested for this Board to work with the City of Port St. Joe to get the Washington Recreational Center back open for the children. Chairman Yeager requested for Chief Administrator Butler to add this to the Agenda for the Joint County/City meeting.

SUPERVISOR OF ELECTIONS BUILDING

Commissioner McDaniel reported that he spoke with the Supervisor of Elections concerning the portion of the building occupied by Sacred Heart, stating that they have now vacated the space. He stated that the Supervisor of Elections would like to retain a portion of this space for early voting, and a portion for the Clerk's storage. Commissioner Williams agreed that the use of this space should be dedicated to the Supervisor of Elections and the Clerk of Court. Chairman Yeager discussed that he will work with County Staff and bring a recommendation back to the Board.

HIGHWAY 22 / COUNTY ROAD 5

Commissioner McDaniel discussed a sign on County Road 5 off Highway 22, stating that the sign states there is a 10 ton weight limit, and the school bus will not proceed down County Road 5 due to this sign. Assistant Public Works Director Knee discussed that the bridge has a 10 ton weight limit, stating that the sign needs to be replaced with the correct wording (10 Ton Weight Limit Bridge Ahead). Commissioner McDaniel motioned to change the sign. Commissioner Smiley seconded the motion, and it passed unanimously. Assistant Administrator Hammond reported that this bridge was replaced years ago with railcars and is approximately an 80 ton bridge. Chairman Yeager requested for Chief Administrator Butler to contact D.O.T. for clarification.

IOLA LANDING ROAD

Commissioner McDaniel discussed a previous motion concerning the road paving projects for Iola Landing Road and Old Bay City Road, stating that he met with GAC (low bidder) on the Iola Landing Road project about the way it has been paved. Commissioner McDaniel stated that when the award was made for 10,000 feet of paving he assumed it was to fill in the void, or break in the paving, but since learned the 10,000 feet would be on up the road. He stated that there is nothing, not even power poles and doesn't understand why. Commissioner McLemore stated that this was a Water Management Grant and they have to be so far from the river, they dictate where you can pave, and what kind of pavement to put on the road. Commissioner McDaniel stated, and Chairman Yeager agreed that this additional 10,000 feet has nothing to do with the Water Management District. Chief Administrator Butler reported that this is a C.I.G.P. funded project. Commissioner McDaniel indicated that a portion of the previously paved road has failed. He discussed the approximate \$1 million cost of this 10,000 additional feet, referring to it as the "road to nowhere", and stated he would rather scrap that and go back and pave the void/gap, and requested the Board to revisit this. Commissioner McDaniel stated that G.A.C. even agreed to do some improvements on this road. Chairman Yeager stated that he and Chief Administrator Butler met with D.O.T. today on these grants, and went on to explain the C.I.G.P. program. Chief Administrator Butler discussed the original funding (Florida Forever Grant) and subsequent C.I.G.P. funding on this road and the reason for the gap in the roadway, including the type of materials required by D.O.T. and Water Management District. Chief Administrator Butler stated that based on his meeting with D.O.T. today, they do not like for Counties to change their project after application has been made but he would be glad to make the contacts to see if this grant could be amended and used to pave the gap first then on up the road. Chief Administrator Butler further stated he would also have to check with the Engineers on this to see what could be worked out. Commissioner Williams said he could see where Commissioner McDaniel is coming from and that it is incumbent on this Board to better communicate and educate the public on these grants. Discussion continued on where these grant funds come from and how they are applied for. Commissioner McDaniel stated that grants are fine but sometimes they need to be left alone.

PORT AUTHORITY

Chairman Yeager stated that he met with Representative Lake Ray, the Port Authority, and City of Port St. Joe Mayor Mel Magidson concerning the Port Authority funding, stating that they are trying to get funding for the existing area north to the paper mill site that possibly might create some jobs.

STUMPHOLE PROJECT

Chairman Yeager reported that the Stumphole rock project will be starting within the next few weeks, stating that this is 100% grant funded.

RIFLE RANGE

Chairman Yeager requested for Chief Administrator Butler to schedule a meeting with the Northwest Florida Water Management District concerning the rifle range.

TOWN HALL MEETING – SOUTH GULF COUNTY

Chairman Yeager reported that he and County Attorney Novak attended a town hall meeting in the South Gulf County area, stating that the criteria for usage of Rish Park were discussed. Chairman Yeager stated that he and Chief Administrator Butler will meet with Billy Quinn concerning the criteria for usage of Rish Park.

GULF COUNTY HEALTH DEPARTMENT

Marsha Player, Gulf County Health Department Administrator, appeared before the Board and reported that the Gulf County Health Department has been awarded a five year continuation grant for their F.Q.H.C. from the Federal Government, stating that this is 12% of their overall budget. She briefly discussed the release of the Government proposed budget and reported that she has applied for some expanded services funding as well. Commissioner Williams inquired about A.H.C.A. and L.I.P. and County Attorney Novak responded that they are still in discussion about these.

COUNTY ENGINEER

Freddie Whitfield appeared before the Board and stated that this Board awarded tonight \$200,000.00 to \$250,000.00 to a firm for engineering on roadways without any quotes or price checks, trying to make it sound like this is the only choice you have. He stated that they are making decisions and people do not trust you. Commissioner Williams discussed that a lot of this work is off State Contract and what is allowed by D.O.T. guidelines. Commissioner Williams stated that the County could go out for bids for these type services (professional) but would be challenging to do on an ongoing basis, acknowledging that there is a time and a place to review everybody. Upon inquiry by Mr. Whitfield, Commissioner Williams stated that construction is a different issue and these are bid out. Commissioner Williams stated that many Counties have multiple standing Engineers, (Gulf only has one) who go through an R.F.Q. process, who can be given those jobs on an ongoing basis and suggested Mr. Whitfield look at other Counties and how they up their Engineering structure. Mr. Whitfield Stated that his concerns is that the process is not fair; the County is giving the work away without getting a comparison. Ralph Rish of Preble-Rish, Inc. appeared before the Board and discussed F.S. 287.055, stating that this is the Consultants Competitive Negotiations Act which does not allow

this Board or any other Board in the State of Florida to bid out professional services. He reported that it allows for this Board to go out and ask for qualification package, stating that this Board awarded tonight a project to P.B.S. & J. from Tallahassee based on an R.F.Q. Commissioner Smiley motioned to give three additional minutes to speak. Commissioner Williams seconded the motion, and it passed unanimously. Mr. Rish then discussed what he knew about the lola Landing Road project.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 8:45 p.m., E.T.

WARREN J. YEAGER, JR.
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

PORT ST. JOE, FLORIDA

FEBRUARY 22, 2011

REGULAR MEETING

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

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, Building Official Lee Collinsworth, Chamber of Commerce Director Sandra Chafin, Emergency Management Director Marshall Nelson, G.I.S. Coordinator Scott Warner, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Captain Ricky Tolbert, and T.D.C. Director Tim Kerigan.

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

Clerk Norris opened the meeting with prayer, and Chairman Yeager led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Upon motion by Commissioner McDaniel, second by Commissioner Williams, and unanimous vote, the Board approved the Consent Agenda after removal of item #3 (page 8) as follows:

1. Minutes – February 2, 2011 – Special Meeting
2. Contract Agreement – DSI Group LLC (Task Authorization for Long Term Recovery Plan, Local Mitigation Strategy Plan, and Unified Command Briefing)
3. ****DELETE**** Inventory – Howard Creek Fire Department (Accept * 1994 KME Class A Pumper, 2010 16' Fire/Rescue Boat, 2009 Light/Pump Trailer)
- Public Works (Junk * #75-142 * Snapper Lawn Mower w/36" Deck)

4. Invoices – County Attorney Novak Law Group (January, 2011 * \$10,275.00
* to be paid from Account #21314-31100)
 - IC Contractors, Inc. - Stumphole Revetment Project (Application
#1 * \$64,913.67 * to be paid from Account #40249-34000)
 - Rumberger Kirk & Caldwell – General Employment Matters (Invoice
#757670 * \$160.00 * to be paid from Account #21111-31200)
5. Travel – Florida Association of Counties 2011 Legislative Day (Leon County *
March 23, 2011)

(End)

PROCLAMATION – AMERICAN CANCER SOCIETY

Chairman Yeager presented a proposed Proclamation to the American Cancer Society for Relay for Life in Gulf County which declares April 21-30, 2011, as “Paint Our Town Purple”. Commissioner McDaniel motioned to adopt the proposed Proclamation. Commissioner Smiley seconded the motion, and it passed unanimously. Kim Krunitsky and Brenda Miller appeared before the Board and Mrs. Krunitsky encouraged everyone to participate in the Relay for Life for Gulf County, stating that over \$45,000.00 was raised last year.

P.D.R.B. RECOMMENDATIONS (FEBRUARY 21, 2011)

The Board then considered the following recommendation from the February 21, 2011 meeting of the Planning & Development Review Board:

VARIANCE – DAVID COOPER

Pursuant to advertisement to hold a public hearing to consider a setback variance for David Cooper (Parcel ID #04516-050R), County Attorney Novak read the public hearing notice and called for public comment. There being no public comment, Commissioner McLemore motioned to approve this variance request. Commissioner Williams seconded the motion, and it passed unanimously.

VARIANCE – SNAGGED LLC

Pursuant to advertisement to hold a public hearing to consider a setback variance for Snagged LLC (Parcel ID #06291-305R), County Attorney Novak read the public hearing notice and called for public comment. There being no public comment, Commissioner McLemore motioned to approve this variance request. Commissioner McDaniel seconded the motion, and it passed unanimously.

REGULAR BOARD MEETING CANCELLATION – MARCH 8, 2011

Deputy Administrator Lanier requested approval to cancel the Regular Board Meeting scheduled for March 8, 2011 due to the Commissioners attending another event.

Commissioner McDaniel motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

SHERIFF DEPARTMENT SALE

Sheriff Nugent reported that the Sheriff's Department is going to have a silent bid on approximately 14 cars (junk cars or seized) at the Sheriff's Department next week.

SIGN MORATORIUM

Building Official Collinsworth reported that he received an inquiry from an individual at Simmons Bayou concerning a sign, and requested permission to waive the sign moratorium contingent upon the individual meeting all County regulations. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

******DEEPWATER HORIZON OIL SPILL MEETING**

Emergency Management Director Nelson reported that there will be a Deepwater Horizon Oil Spill OSAP II Report Meeting on Thursday, March 3, 2011 at 10:00 a.m., E.T., to discuss the further findings of the deepwater monitoring for oil that is still in the Gulf, stating that they will also be discussing the shoreline plan that goes through spring, summer and fall. He reported that they have requested a Commission Chairperson attend the meeting and requested for the Chairman to designate someone to attend. Commissioner Williams referenced a letter in the Information Packet from D.E.P. requesting information or suggestions for potential restoration projects that may qualify for funding. He reported that there is a March 4th deadline to respond, stating that we need to make sure we meet that. Chairman Yeager designated Commissioner Williams to attend the meeting. Chairman Yeager stated that we need to focus on renourishment.

GULF COUNTY C.D.C. – WILLIAMSBURG

County Attorney Novak discussed that he met with Quen Lamb from Gulf County C.D.C. concerning the housing schedule for Williamsburg, stating that they now have the forms pre-qualifications contractors' packet and are moving forward.

E-9-1-1 CONTRACT

County Attorney Novak reported that they are still waiting on the indemnification agreement, in reference to the infringement claim made by Cellocom against FairPoint, stating that this contract has already been pre-approved, subject to this indemnification.

BRITISH PETROLEUM CLAIMS

County Attorney Novak introduced Ashley Taylor from the Jackson Thornton Law Firm, stating that she is here working on the B.P. claim for the County.

COUNTY-WIDE VOTING

County Attorney Novak reported that they have reached out to Sniffen & Spellman, P.A., stating that they have received the proposed professional services agreement and a detailed letter with the scope of services itemized by the minutes, and requested

permission to execute the agreement. Commissioner Williams motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed 4 to 1, with Commissioner McLemore voting no.

LOW-INCOME-POOL (L.I.P.) – LETTER OF AGREEMENT

County Attorney Novak discussed the Low Income Pool program, reporting that the County received a Letter of Agreement requesting an additional \$246,000.00 from the half-cent Sales Tax. He stated that he and Deputy Administrator Lanier have been working to get confirmation on the percentage pledged on last year’s commitment; reporting that the 2010-11 figures was recently received. County Attorney Novak stated that it has been verified that there are sufficient funds from the half-cent discretionary sales tax for the commitment that was previously pledged. County Attorney Novak asked of the Board that before we move forward on this Letter of Agreement for the additional \$246,000.00 that we verify that these funds are available. Commissioner Williams discussed that the L.I.P. program is the low income pool, stating that it is a revenue sharing component where there is an intergovernmental transfer with the Federal government based on monies we send up under contract with Agency for Healthcare Administration (A.H.C.A.) and Sacred Heart. Commissioner Williams motioned to approve the additional \$246,000.00, contingent upon the County Health Trust Board reviewing and approving. Commissioner McDaniel seconded the motion. Upon Chief Administrator Butler recommendation, the Board agreed to make it subject to Attorney review as well. The motion then passed unanimously.

RESOLUTION – SEVEN COUNTY COALITION – DEEPWATER HORIZON OIL SPILL

Chief Administrator Butler provided to the Commissioners a proposed draft resolution of the Seven County Coalition in an effort to retrieve funds from the Deepwater Horizon Oil Spill and recommended approval. County Attorney Novak read the proposed resolution by title. Commissioner Williams motioned to adopt the proposed resolution. Commissioner McDaniel seconded the motion, and it passed unanimously. County Attorney Novak reported that representatives from Beasley Allen Law Firm will be present for the March 3, 2011 O.S.A.P. meeting. Commissioner Williams discussed his meetings in Tallahassee with representatives from each County, the Governor and others, and how critical this is.

- RESOLUTION 2011-___ (Escambia County)
- RESOLUTION 2011-___ (Santa Rosa County)
- RESOLUTION 2011-___ (Okaloosa County)
- RESOLUTION 2011-15 (Walton County)
- RESOLUTION 2011-___ (Bay County)
- RESOLUTION 2011-05 (Gulf County)
- RESOLUTION 2011-___ (Franklin County)

A JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF ESCAMBIA, SANTA ROSA, OKALOOSA, WALTON, BAY, GULF AND FRANKLIN COUNTIES; RESOLVING TO HAVE A UNIFIED VOICE IN THE ENVIRONMENTAL AND ECONOMIC RECOVERY FROM THE BP OIL SPILL DISASTER;

**ESTABLISHING THE POLICY INITIATIVES OF THE SEVEN IMPACTED COUNTIES;
REQUESTING THE SUPPORT OF THE GOVERNOR OF FLORIDA, THE FLORIDA
LEGISLATURE AND THE IMPACTED FEDERAL LEGISLATIVE DELEGATION;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on April 20, 2010, an explosion occurred at the Deepwater Horizon well in the Gulf of Mexico. That well, which was the responsibility of British Petroleum (BP), spewed oil continuously into the Gulf of Mexico until it was capped in July 2010; and

WHEREAS, on April 29, 2010, the State of Florida declared a state of emergency and in that declaration listed Escambia, Santa Rosa, Okaloosa, Walton, Bay, Gulf and Franklin counties as the impacted counties. Those counties were also the only counties in the State of Florida to receive petroleum directly on their shores and waterways; and

WHEREAS, throughout the response and recovery phases of this disaster, local governments have found themselves with little voice due to the Oil Pollution Act of 1990 (OPA 1990) which provides for little input by local governments in the spill's response and recovery; and

WHEREAS, the seven impacted counties experience a summer tourism season, unique in the State of Florida; and

WHEREAS, the seven impacted counties are concerned about the environmental and economic recovery of the impacted areas of the State of Florida.

Therefore, the seven impacted counties have decided to come together and propose our expectations with regard to operations, environmental assessment, economic recovery and governmental claims.

**NOW, THEREFORE, BE IT JOINLY RESOLVED BY THE BOARDS OF
COUNTY COMMISSIONERS OF ESCAMBIA, SANTA ROSA, OKALOOSA,
WALTON, BAY, GULF AND FRANKLIN COUNTIES:**

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.
2. **Operations for Petroleum Recovery.** The seven impacted counties want those areas that are experiencing submerged petroleum product be allowed to use vibracore sampling in the near-shore areas to identify any remaining product for extraction and removal.
3. **Renourishment.** The seven counties agree that within the State of Florida renourishment of impacted beaches should be the number one NRDA priority. Additionally, they support an immediate start from BP in fall 2011.

4. **Research and Monitoring.** The seven counties agree that research within the Florida near-shore waters and beaches should be conducted by local research institutions. The seven counties endorse this policy and believe it is essential to both environmental and economic recovery that research institutions within the impacted areas are allowed to participate in both the research and monitoring to ensure both the viability of Florida waters and beaches and to provide economic diversification to the region. In addition, we are supporting that monitoring be maintained along the entire seven-County region to ensure no recurrence of petroleum product.
5. **Economic Recovery.** The seven counties endorse Senate Bill 248 sponsored by Senator Don Gaetz in the State of Florida that the majority of economic recovery fine money be sent in the areas of the State that actually received direct petroleum impact and that the State assist the region in economic recovery.
6. **State Recovery Plan.** The seven counties support the creation of a State Recovery Plan, similar to one produced by the State of Alabama, and to be funded by BP.
7. **Advertising.** The seven counties endorse and support the Northwest Florida TDC Coalition's current grant submission of \$25 million, and any future grant submissions, to positively impact the tourism industry. The counties also agree that this is vital to ensuring that we do not have additional losses in 2011. We believe this is essential funding now as we are already in jeopardy of not being able to ensure a successful response to address the misperceptions of impacts along the Florida's coastline for the spring/summer season.
8. **Governmental Claims.** The seven counties expect all expenses associated with operations performed with the consent of Unified Command be paid and the counties made whole on these immediately.
9. **State Sales Tax.** The seven counties endorse a plan to work with the State of Florida for recovery of lost sales tax revenues in each county and that the half-cent sales tax amount collected by the State will be provided to the respective counties for their use as budgeted and by applying the standard formula.
10. **Multi-State Coalition.** The seven counties agree that Florida should join, when in the best interest of the seven counties in Florida, with her sister states in the region that have the same type of white sand environment as a multi-state coalition to ensure that the Central Gulf Coast Region is restored and protected from the impacts of this oil spill. The seven coastal Counties of Northwest Florida agreed to work with one another to collectively promote recovery while not prohibiting, limiting, or otherwise interfering with an individual County, or its' affiliated entities, from pursuing individual methods of obtaining and/or holding

the fine dollars, stated funds, federal funds, grants, or any other future funding opportunity generated as a result of the Deepwater Horizon incident.

- 11. **Forward Resolution.** The last county to execute this Resolution shall be responsible for forwarding the Resolution to Governor Rick Scott, the State legislators for the seven impacted counties, President Barack Obama, EPA Administrator Lisa P. Jackson, and the Federal delegation of impacted regions.
- 12. **Effective Date.** Shall become effective immediately upon the last signatory to this Resolution.

ADOPTED by the Escambia County Board of County Commissioners on the ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, District 4
Escambia County Oil Spill Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Courts

Deputy Clerk

Approved as to form:

Escambia County Attorney

ADOPTED by the Santa Rosa County Board of County Commissioners on the ____ day of _____, 2011

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

Lane Lynchard, Chairman

ATTEST: MARY M. JOHNSON
Clerk of the Courts

Deputy Clerk

Approved as to form:

Santa Rosa County Attorney

ADOPTED by the Okaloosa County Board of County Commissioners on the ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

James Campbell, Chairman

ATTEST: Don W. Howard
Clerk of Courts

Deputy Clerk

Approved as to form:

Okaloosa County Attorney

ADOPTED by the Walton County Board of County Commissioners on the 22nd day of February, 2011.

BOARD OF COUNTY COMMISSIONERS
WALTON COUNTY, FLORIDA

Scott A. Brannon, Vice-Chairman

ATTEST: Martha Ingle
Clerk of the Courts

Deputy Clerk

Approved as to form:

Walton County Attorney

ADOPTED by the Bay County Board of County Commissioners on the ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

William T. Dozier, Chairman

ATTEST: Bill Kinsaul
Clerk of Courts

Deputy Clerk

Approved as to form:

Bay County Attorney

ADOPTED by the Gulf County Board of County Commissioners on the 22nd day of February, 2011.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

Warren J. Yeager, Jr., Chairman

ATTEST: Rebecca L. Norris
Clerk of Court

Deputy Clerk

Approved as to form:

Gulf County Attorney

ADOPTED by the Franklin County Board of County Commissioners on the ____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, FLORIDA

Noah Lockley, Jr., Chairman

ATTEST: Marcia Johnson
Clerk of Courts

Deputy Clerk

Approved as to form:

Franklin County Attorney
(End)

PROPOSED POLICY – PUBLIC RECORDS REQUEST

Chief Administrator Butler reported that there was a complaint filed with the State Attorney's Office concerning public records request through the County T.D.C., stating that County Attorney Novak has a proposed policy that needs to be reviewed and considered by the Board. County Attorney Novak discussed the proposed policy and proposed form that will be used throughout the County, stating that everyone will use the same procedure and the policy will be available to the public on the County website.

COUNTY/CITY OF PORT ST. JOE JOINT MEETING

Chief Administrator Butler stated that the County/City of Port St. Joe joint meeting will be held next Thursday, March 24, 2011, at 10:00 a.m. E.T., in the Emergency Operations Center. Upon inquiry by Commissioner Williams, Chairman Yeager stated that Chief Administrator Butler and City Manager Weston would facilitate the meeting. Mr. Butler stated that this meeting will be videoed by Mr. Ken Murphy.

BUDGET COMMITTEE – STREET LIGHTS POLICY

Chief Administrator Butler reported that the Budget Review committee met, stating that street lighting was discussed and was on top of the list as a recommendation from the committee to cut all street lights off except for the intersection lights, park lights and boat ramp lights. Chief Administrator Butler discussed a booklet detailing lights, from Progress Energy and Gulf Coast Electric Cooperative. Chairman Yeager recommended the Board act on this now to save dollars this year and make this part of Board policy. Commissioner McLemore requested to handle this at the next meeting so he can have time to review. Chief Administrator Butler reported that the County received a grant to put solar panels on the lights in the parks.

TRAVEL

Chief Administrator Butler recommended Board approval for Commissioner Williams to travel to New Orleans to attend the Gulf Coast Ecosystem Restoration Task Force meeting on Monday February 28, 2011 from 8:00 a.m. to 8:00 p.m., stating that this will be reimbursed through the County's B.P. claim. Commissioner Williams motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

RESOLUTION – LOW-INCOME-POOL

For the Board's consideration Deputy Administrator Lanier stated that there was a proposed resolution supporting the Low-Income-Pool Letter of Agreement that should have been addressed earlier in the meeting. County Attorney Novak discussed and read the proposed resolution by title. Commissioner Williams motioned to adopt the proposed resolution subject to review and approval by the Health Trust Committee and Legal Counsel. Commissioner McDaniel seconded the motion, and it passed unanimously.

LEGISLATIVE CHANGES

Commissioner Williams reported that he met with Billy Buzzett, the new D.C.A. Secretary to the Director of Emergency Management; stating that he will provide at the next meeting the Governor's, the House and the Senate recommendations.

Commissioner Williams thanked Clerk Norris for reaching out as a Constitutional Officer (to our delegation), stating that there are going to be massive changes.

GULF COAST WORK FORCE BOARD

Commissioner McDaniel reported that he had the opportunity to attend the Gulf Coast Workforce Board at the Centennial Building and stated that they did a great job.

DEAD LAKES PARK

Commissioner McDaniel reported that he received a letter from the Florida Fish & Wildlife Commission concerning Dead Lakes Park, stating that there have been "NO FISHING" signs placed on the two lakes and Florida Fish and Wildlife recommends that the sign be removed. Commissioner McDaniel motioned to remove the signs. Commissioner Smiley seconded the motion, and it passed unanimously.

COUNTY ROAD 386 STRIPPING

Upon inquiry by Commissioner McDaniel, Chairman Yeager reported that a grant has been submitted to the safety team at D.O.T. and we are waiting to hear from this.

TELEVISED BOARD MEETINGS / PEG CHANNELS

Commissioner McDaniel reported that there is still a problem with broadcasting the meetings on the north end of the County. T.D.C. Director Kerigan appeared before the Board and reported that they have discussed the purchase of the equipment, stating that the intent is to make sure they have access to the equipment, with T.D.C. providing the programming for it. He stated that it will all go under one server that will be shared. T.D.C. Director Kerigan reported that the equipment they are considering will have 4 channels, allowing the Cities to have access to the same content.

GULF COAST WORK FORCE BOARD

Chairman Yeager thanked T.D.C. Director Kerigan for the great job by T.D.C. and the Gulf Coast Work Force Board at the Centennial Building.

INVENTORY – HOWARD CREEK FIRE DEPARTMENT

Upon inquiry by Commissioner McDaniel concerning item #3 (page 8) that was pulled from the Consent Agenda, Billy Moore, Fire Chief Howard Creek Fire Department appeared before the Board and reported that he got the referenced truck from the Navy Base in the Corporation name of Howard Creek Fire Department, stating that it is not titled to anyone at this time. Commissioner McDaniel discussed that the Fire Department wants the County to take responsibility of this piece of equipment, stating that the County should have been made aware of this issue prior to acceptance. Billy Moore reported that he went out and obtained this under the Corporation name not under the County's name. Chief Administrator Butler reported that the County was not aware of this purchase, and (1) this truck is being used in Gulf County and is not insured or titled by Gulf County, and (2) were not sure if the Board accepts the truck what strings are attached from the Navy base. Commissioner McLemore suggested for Chief Administrator Butler, County Attorney Novak, and Billy Moore meet and bring a recommendation back to the Board at the next meeting. Further discussion followed.

Commissioner McDaniel motioned to table this issue. Commissioner McLemore seconded the motion, and it passed unanimously.

POLICY – STREET LIGHTS

Commissioner McLemore motioned to adopt the street light policy as discussed earlier. Commissioner Williams seconded the motion for discussion. Chairman Yeager discussed that this is only for lights at boat ramps, parks, and dangerous intersections. Commissioner Williams discussed notification of citizens and Chairman Yeager stated that he and Chief Administrator Butler would take care of this. Commissioner Smiley requested to table until the next meeting to have time to review. Discussion followed. Commissioner Williams withdrew the second. Commissioner McLemore withdrew the motion.

PUBLIC COMMENT

Chairman Yeager called for Julie Hedberg who was on the Agenda. Ms. Hedberg was not present.

ECONOMIC DEVELOPMENT COUNCIL

Bobby Pickels appeared before the Board and discussed that pursuant to the discussion and action of the Board several weeks ago where the County adopted the proposed model for the integration of the County E.D.C. function into the Chamber of Commerce as a Chamber Committee, we were asked to do 2 things (1) flesh out what that might look like, stating that the Chamber has done that and he presented draft documentation to the Clerk and Board in rough form, a working document, that gives a lot of insight as to the intent of what the Chambers activities would be and how that intent would be implemented strategically and, (2) to continue conversation to see if there was a better idea out there than what was currently proposed and adopted by the County. Mr. Pickels stated that after ongoing discussions with different individuals, the Chamber Board decided that the originally proposed model was the preferred model and they continue to support that. Commissioner Williams reported on his discussions with those involved and applauded the Chamber and E.D.C. efforts to work this out. Chairman Yeager stated that the Board has adopted the general thought process presented to the Board by the Chamber, and recommended for them to proceed and work with staff and come up with a completed model and budget, and the way the Directors will be hired. Commissioner McDaniel stated that we were doing good, having some good opportunities, but felt this had turned into a Gypsy Circus and he has some deep reservations about it.

Barbara Radcliff appeared before the Board and inquired as to who will hire the Executive Director, what the budget will be, and where the money is coming from. Chairman Yeager stated that there is a lot of hear-say, but stated that the Chamber Board will make the decision and advertise for RFQ's. Chairman Yeager reported that the Chamber is the hiring authority, and County Staff will work with Mr. Pickels concerning the budget. Commissioner Williams stated that the Executive Director needs to live in Gulf County, and will be the key to our success. Discussion continued.

Tom Graney appeared before the Board and stated that he thought the intent was for E.D.C. and the Chamber to come up with a joint plan for this organization. He discussed that this Board is still faced with three options (1) review and say leave as is and figure out a better way to improve communications, and (2) look at a shared director (no clear third option was noted). Mr. Graney reported that the existing E.D.C. endorsed leaving it as it is with better communication and a shared director, but unanimously disapproved the Chamber model. Chairman Yeager stated that the Board of County Commissioners voted unanimously for the Chamber to be the head and E.D.C. fall under the Chamber. Mr. Graney stated that he did not understand what was approved. Discussion followed. Based on a statement by Mr. Graney about the proposed strategy and organization presented 2 ½ years ago at a cost of \$73,000.00 a year for five years from this Board, Chairman Yeager expressed that Board's change on a yearly basis and also changes with accountability. Chairman Yeager stated that this Board is held accountable to the public when spending public dollars and when someone commits \$72,000.00 a year of public money with no strings attached for 5 years; that seems a buy-in to him. Mr. Graney discussed that the strategy was laid out and there were 2 Board members on the Board that controls that money (appointed by the Board of County Commissioners), stating that was the agreement and when the accountability comes in. Commissioner McLemore stated that he recalled 6 months, not a 5 year commitment. Mr. Graney stated that the 5 years was when they (E.D.C.) could deliver a product. Chairman Yeager stated that we need to move forward with trust. Mr. Graney reported that next week there will be an announcement in The Star Newspaper about the Energy program, dealing with about 4 different companies and several different contingencies.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 7:15 p.m., E.T.

WARREN J. YEAGER, JR.
CHAIRMAN

ATTEST:
REBECCA L. NORRIS
CLERK

PORT ST. JOE, FLORIDA**FEBRUARY 24, 2011****COMBINED SPECIAL MEETING**

The Gulf County Board of County Commissioners and City of Port St. Joe Commissioners met this date in a combined special meeting with the following members present: Chairman Warren J. Yeager, Jr. Commissioners Ward McDaniel, Bill Williams, and Tan Smiley. < Commissioner Carmen L. McLemore was absent>. City Commissioners Charlie Stephens, Lorinda Gringell, Greg Johnson, Rex Buzzett, and Mayor Mel Magidson.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Emergency Management Director Marshall Nelson, E-9-1-1 Director Ben Guthrie, G.I.S. Coordinator Scott Warner, Grant Writer Towan Kopinsky, Planner David Richardson, Sheriff Joe Nugent, City Attorney Tom Gibson, City Clerk Jim Anderson, City Manager Charlie Weston, Preble-Rish, Inc. Engineer's Clay Smallwood and Phillip Jones, D.R.A. Director Matt Fleck, City Parks & Recreation Director Mike Lacour, and City Public Works Director John Grantland, Chief of Police David Barnes.

Chairman Yeager called the meeting to order at 10:05 a.m., E.T.

COUNTY/CITY OF PORT ST. JOE ISSUES

Chairman Yeager thanked everyone for attending the meeting, stating that it is very important that all County and City officials work together. City of Port St. Joe Mayor Magidson thanked everyone for the opportunity to discuss issues of interest to the City and County, stating that it should be the first of many to come. Chairman Yeager expressed the need to continue these joint meetings, and possibly incorporating the School Board and City of Wewahitchka. Chief Administrator Butler discussed that he and City Manager Weston have been working together the last 2-3 years on all the County and City issues, stating that it is going great. Chief Administrator Butler discussed the Windmark Interlocal Agreement, reporting that the most important thing about that is that it is almost over. Chief Administrator Butler discussed a couple items that are still pending, stating they could be resolved, if agreed upon and put in writing. He reported on the Overstreet Water system and the County's new ISO Ratings (5-8B rating) in the Overstreet area and its benefits. Chief Administrator Butler gave a quick rundown on consolidation of the five County Departments and the money saved by consolidation. He stated that activity in the Planning and Building Departments are up, and discussed County accomplishments, as follows: (1) Salinas Park-Bay Side, (2) Honeyville Ball Park, (3) (inaudible), (4) Courthouse repairs/renovations, (5) new fire

stations at Cape San Blas and Highland View, (6) now have 3 County-owned latter trucks, (7) Stumphole projects, and (8) relocation of lift station around Avenue "A".

City Manager Weston discussed some of the significant accomplishments for the City of Port St. Joe, as follows: (1) the Highway 98 beautification, (2) parks and recreation opportunities (George Core Park, Port St. Joe Pathway for health and history multi-use path, Madison Street/Garrison Avenue multi-use path, Frank Pate Park improvements, Port St. Joe Waterfront Park, City Commons Parking Lot), (3) Code Enforcement, (4) North Florida Child Development Center, (5) Infrastructure (\$20 million water/sewer projects, \$41 million water plant, Cape sewer extension, headworks and sprayfield project and purchase of Mexico Beach water line) and, (6) Finances (Budget & Tax Reductions, refinancing of Regions Bank loan, & Grants). He stated that the City of Port St. Joe's number one priority at this time is to correct, fix, and provide high quality drinking water to all system users. City Manager Weston discussed the reason for the increase in utility rates, stating that a State Mandated study was performed in July 2007 by Florida Rural Water Association. He stated that (1) debt service, (2) loss of large industrial user, (3) infrastructure improvements (water & sewer), (4) insufficient operating revenues, (5) insufficient water and sewer operating reserves, and (6) economic downturn are all factors that affect the water/sewer rates. He reported that utility consultants, Burton and Associates, were retained in April, 2010 to perform a new utility rate study. City Manager Weston discussed the new recommended water and sewer rate schedules effective October 1, 2010 through October 1, 2014 resulting from this study.

City Engineer Phillip Jones, of Preble-Rish, Inc. appeared before the Board and discussed the water issues with the City of Port St. Joe, stating that the design engineers (Preble-Rish, Inc. and CDM) are evaluating the problems with red water in the distribution system in two ways. He reported that the City is currently under a Consent Order for bi-products. He stated that the process designers Camp, Dresser, and McKee (CDM) are evaluating current treatment methods, stating that the Water Management District is also involved, and Preble-Rish, Inc. is evaluating distribution system improvements through State Revolving Fund grants to improve water quality. Upon inquiry by Commissioner Williams concerning the 26 miles of pipe replacement, City Engineer Jones reported that they will start with the worst places involved, stating that the total replacement will cost approximately \$9 million. City Commissioner Johnson reported that basically the \$2.2 million is to get started with the proper flushing of the system.

CONSOLIDATION TOPICS

Chief Administrator Butler reported the several departments the County and City of Port St. Joe overlap in services are: (1) Law Enforcement, (2) Code Enforcement, (3) Planning & Building Department, (4) Household Garbage/Recycle, (5) Animal Control, and (6) Medical Insurance.

LAW ENFORCEMENT

Chairman Yeager stated that the Sheriff, Chief Administrator Butler, and City Manager Weston have had conversation concerning the consolidation of law enforcement, and suggested everyone continue discussions to see if money can be saved. Sheriff Nugent

stated that no one has had any conversation with the Sheriff. City of Port St. Joe Mayor Magidson discussed that the City of Port St. Joe's Police Department budget has decreased by about 40%, and he believes that the Sheriff's Department budget has decreased as well, stating that the Sheriff's Department and the City Police Department have been working well together. He discussed that this is a public safety issue and we have to look at what it cost to protect the public, and recommended for Chief Administrator Butler, City of Port St. Joe Manager Weston, Sheriff Nugent, and City of Port St. Joe Police Chief Barnes meet to discuss this issue. Sheriff Nugent reported that he has no intentions of taking over the City of Port St. Joe Police Department, stating that they have a great working relationship and they just need to tell him what they want. Commissioner Smiley discussed the need to consider what is best for the citizens, stating that the senior citizens are having hard times on a fixed income. He further stated that he felt that one Agency could more than handle law enforcement in this County. City Commissioner Gringell discussed that the Sheriff's Department has an elected head, and the City Police Department has a hired head, stating that the Sheriff answers to the Board of County Commissioners and the Chief of Police answers to the City Commissioners, and this is two different structures. Commissioner Williams stated that we are here today because of the economic situation, acknowledging that there has been no communication between the Sheriff and Chief of Police. He stated that leadership starts here and we need to give the appropriate parties the power to do these studies so informative decisions can be made on what direction to go. He discussed the need to be open to consolidation and do what is best for the citizens. City of Port St. Joe Mayor Magidson reported that the City Charter requires that there be a Police force and to change that there would have to be a referendum. Chief of Police Barnes reported that he and Sheriff Nugent meet regularly, stating that they have to work together to be successful. Sheriff Nugent stated that he has reduced his budget and staff to the bare bones and that the Sheriff's Department and City Police Department work well together and he will continue to work with them. Chairman Yeager suggested the Sheriff and Chief of Police continue to work together to provide the best service to the citizens. Commissioner McDaniel discussed that the City of Wewahitchka has a Charter and that it does not specify a Police Department, but a Police Chief, stating that the City of Wewahitchka is directly under the Sheriff's Department. Chairman Yeager stated that there needs to be a formal meeting with Chief Administrator Butler, City Manager Weston, Sheriff Nugent, and Chief of Police Barnes. Discussion followed. Commissioner Smiley stated that we do not need two heads, two buildings, two water bills, two power bills, suggesting that we can get the same out of one that we are getting out of two now. Upon inquiry by City Commissioner Gringell concerning the City of Wewahitchka, Sheriff Nugent reported that he is the Chief of Police for Wewahitchka, stating that their Charter required for them to have one officer. City of Port St. Joe Mayor Magidson stated that we are putting the people first and with everyone cut to the bare bones, we are still providing the service.

CODE ENFORCEMENT

Chief Administrator Butler discussed this as another item that is duplicated by the County and City of Port St. Joe, stating that the County has a fulltime employee and the City has a part-time employee, and it would help if we had the same regulations. City of Port St. Joe Mayor Magidson discussed that Chief Administrator Butler and City Manager Weston needs to work together on the differences on the codes. City

Commissioner Johnson stated that there are always going to be differences in the County codes and the City codes. Discussion followed.

BUILDING DEPARTMENT

Chief Administrator Butler discussed that the County has a Building Department and the City of Wewahitchka uses the County Building Department, stating that the City of Port St. Joe has their own Building Department. City of Port St. Joe Mayor Magidson stated that the City of Port St. Joe contracted out their Building Department services and this is a revenue stream for the City. Discussion followed.

HOUSEHOLD GARBAGE / RECYCLE

Chief Administrator Butler discussed that Waste Management covers this service for the County, stating that having one vendor could possibly be a savings. City Commissioner Gringell discussed that there needs to be a recycle program. City of Port St. Joe Mayor Magidson reported that waste disposal is a large cost to the County, stating that this needs to be a County wide issue. Chairman Yeager discussed that the landfill does not accept the recycle materials, and it became a cost to the County when we tried to implement it in the past. City Commissioner Johnson stated that it needs to be voluntary recycle only. City Commissioner Gringell discussed that there needs to be recycle centers. City Manager Weston discussed that Emerald Waste Services will place free containers for recycling. Chairman Yeager stated that if the providers will provide free containers he will support it, reporting that he received a letter from a fifth grade class concerning recycle. Discussion followed.

ANIMAL CONTROL

Chief Administrator Butler discussed that there is only one man for the entire County for animal control. City of Port St. Joe Mayor Magidson stated that the City has been providing equipment and services to assist with animal control.

MEDICAL INSURANCE

Chief Administrator Butler stated that we need to review the opportunity to combine with the School Board, County and Cities to get a bigger pool, with the possibility of better coverage and rates for Health Insurance. Commissioner Williams suggested that the Gulf County Health Department to be involved with this issue. Upon inquiry by City Commissioner Gringell, City Commissioner Johnson stated that unless things have changed, a small business cannot combine with government entities on insurance.

WINDMARK FIRE TAX / WINDMARK D.R.I.

City Manager Weston discussed that the Windmark Fire Tax has to do with the Agreement between the City and County on Windmark annexation from November, 2005, stating that the City is to pay St. Joe Fire Control District ½ mill on all Windmark annexed properties until the City builds/mans a full time fire station. He stated that (1) the City has paid \$125,700.00 to date, and (2) the City of Port St. Joe Volunteer Fire Department responds to all structural fires at Highland View, Beaches, White City and Windmark. City Manager Weston stated that Windmark has approximately 1,700 building sites with approximately 30 existing structures, and suggested that the Windmark Fire Tax be placed in an escrow account for future construction of a fire station, based on agreed upon criteria. He proposed a 65% build-out at Windmark

(1,100 homes) to be the criteria for the City to build a fire station, (not fully manned) with manning the fire station fulltime based upon a build-out percentage, yet to be determined. Commissioner Williams agreed that the Windmark D.R.I. needs to be reviewed and modified, with input from various fire departments. Chairman Yeager agreed that they need to escrow this fire tax. City of Port St. Joe Mayor Magidson stated that they are receiving great coverage because the City of Port St. Joe, Highland View and the Beaches all respond to call-outs. Discussion followed. City Attorney Tom Gibson reported that the St. Joe Company has continuing obligations according to the D.R.I. for fire equipment. City Manager Weston asked that he and Chief Administrator Butler be allowed to get together to review the Interlocal Agreement, stating that only 2 issues still remain; the fire house and water rescue. Chairman Yeager, Commissioner Williams, and Mayor Magidson agreed, and there was no objection from the other Commissioners.

DEMOLITATION OF UNINHABITABLE STRUCTURES

City Manager Weston discussed that this is a joint venture between the City, County and a volunteer group, stating that the City Code Enforcement Officer has identified 12 uninhabitable structures throughout the City that will be taken down in March. He stated that the County has waived the tipping fees to make this possible.

DOWNTOWN REDEVELOPMENT AGENCY

Chairman Yeager discussed how the D.R.A. can actually help out on items that are budgeted for, stating that they (D.R.A.) have participated in the Economic Development, and they are going to help with the Washington Gym improvements. City of Port St. Joe Mayor Magidson stated that they are finding more ways that the D.R.A. can assist in the City and County budgets. He stated that there is a Youth Enrichment grant that is going to assist in re-opening the Washington Gym. City of Port St. Joe Mayor Magidson commended the D.R.A. for the great job on the Highway 98 reconstruction, stating that this is going to be a benefit for the City and the County. Chairman Yeager stated that this is a success story and recognized the D.R.A. for returning to the City and County the money that they did not spend. City Commissioner Buzzett stated that we need to be very cautious about what the D.R.A. can or cannot do with their dollars, stating that an Act by the Legislature defines what they can and cannot do. D.R.A. Director Matt Fleck thanked everyone for their words of encouragement. City Commissioner Gringell stated that the tourists are very excited about the looks of our town that it looks vibrant and prosperous; stating that it is an economic engine.

ECONOMIC DEVELOPMENT/CHAMBER OF COMMERCE

City of Port St. Joe Mayor Magidson stated that cooperation is important because the County and the City pour money into these two organizations, stating that E.D.C. is critical for jobs in this County, and the Chamber to promote businesses.

WASHINGTON GYM

Commissioner Smiley thanked Matt Fleck for all his assistance with the re-opening of the Washington Gym. City of Port St. Joe Mayor Magidson stated that there are a couple of options concerning the Washington Gym (1) the D.R.A., and (2) the possibility of a long time lease to an organization that can operate the gym and administer the

grant. Commissioner Smiley stated that he will ask the Board of County Commissioner for assistance.

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

LEGISLATIVE ISSUES

Commissioner Williams discussed the legislative issues, stating that we (County & City) need to be on board with the leaders in Tallahassee, and requested for the City to lobby for the same efforts. Chairman Yeager reported that the Legislative Delegation will be here on March 1st from 5:00 p.m. to 7:00 p.m. to discuss Legislative issues.

DEEPWATER HORIZON OIL SPILL

Commissioner Williams discussed that they have been working with the Seven County Coalition concerning the oil spill, stating that he attended a meeting last week with the Governor and requested (1) an assignment of a key person from his Office to assist, and (2) requested the \$25 million that the T.D.C.'s have put together from the seven Counties. Chairman Yeager stated that Commissioner Williams has been on top of the oil spill, stating that the Governor has appointed Commissioner Williams as the spokesperson for the Seven County Coalition.

Chairman Yeager stated that we need to schedule another joint meeting. City Commissioner Buzzett suggested meeting quarterly. Chairman Yeager suggested for Chief Administrator Butler and City Manger Weston to schedule next meeting.

There being no further business, the meeting did then adjourn at 12:21 p.m., E.T.

**WARREN J. YEAGER, JR.
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

2011 MAR 14 AM 9:35

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

SECOND AMENDMENT
TO
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
Gulf County
(County Letting)

This Amendment is between the State of Florida Department of Transportation ("Department") and Gulf County ("County").

WITNESSETH

WHEREAS, the Department and County entered a County Incentive Grant Program Agreement on August 10, 2010, for reimbursement of the County's direct costs under FPID 425654-1-58-01 for the paving of Iola Road from Iola Landing Road to Porter Landing Road (the "Agreement"); and

WHEREAS, the Department and County amended the Agreement on October 6, 2010, (the "First Amendment") to provide for the new requirements of Section 287.058, Florida Statutes; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. The recitals in the Whereas clauses above are incorporated into this Amendment.
2. In the fourth Whereas clause and in Section 1, paragraph A, of the Agreement, the following language shall be deleted in its entirety, "Iola Road from Iola Landing Road to Porter Landing Road," and replaced with the following, "Iola Road from north of Muscogee Road to north of Boat Ramp Road."
3. The County shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - (a) All persons employed by the County during the term of the Contract to perform employment duties within Florida; and
 - (b) All persons, including subcontractors, assigned by the County to perform work pursuant to the contract with the Department.
4. Except as modified in this Amendment and the First Amendment, the provisions, terms and conditions of the Agreement shall remain in full force and effect.

BCC APPROVED

DATE _____ D.C. _____

Catalog of State Financial Assistance No. 55.008
Financial Project No. 425654-1-58-01
County: Gulf County

IN WITNESS WHEREOF, this Amendment shall be effective on the last date of execution hereof
by a Party.

GULF COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

James T. Barfield, P.E.

Title: _____

District Three Secretary

Date: _____

Date: _____

Attest: _____

Attest: _____

Executive Secretary (Seal)

Legal Review:

Legal Review:

Office of the General Counsel



Replay Service Agreement #:
RPL-SA3-11-0056

**LEVEL 3
SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made and executed by and between Replay Systems, Inc. ("Replay") and **Gulf County E911** (hereinafter referred to as "Purchaser").

WHEREAS, Purchaser has purchased the equipment identified on the attached Appendix 2 (the "Equipment"), and desires a service contract in connection with same, and

WHEREAS, Replay is in the business, among other things, of servicing items such as the Equipment, and

WHEREAS, Purchaser is desirous of obtaining from Replay, and Replay is desirous of providing, a service contract for the Equipment, on the terms and conditions contained herein,

NOW, THEREFORE, in exchange for the mutual promises, covenants, and consideration described herein, the parties hereto agree as follows:

1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference.

2. TERM

The term of this Agreement (the "Term") shall be for a period of one (1) year commencing on 03/13/11 and terminating on 03/12/12, and shall automatically renew on the same terms and conditions, on an annual basis, for successive one (1) year terms unless either party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the expiration of a Term.

3. SERVICE

For the services described herein Purchaser shall pay Replay a service fee (the "Service Fee") of \$4,395.00 per year (provided, however, that for each one (1) year Term after the first one (1) year Term hereof, the Service Fee shall be subject to a cost-of-living increase of no greater than five percent (5%) of the Service Fee for the immediately preceding one (1) year Term).

Replay agrees to provide 24 hour telephone consultation, 365 days a year, for service questions regarding the Equipment.

Replay agrees to provide to Purchaser local on-site service for repair of known or suspected failures of the Equipment during the Term, Monday through Friday, 8:00 a.m. through 5:00 p.m., local time, except for those holidays listed in Appendix 1. Replay service technicians dispatched by the Replay service headquarters shall arrive at the Purchaser's place of business within one (1) business day from notification by the customer of a known or suspected failure of one or more pieces of the Equipment.

Replacement parts for the Equipment, if needed as a result of normal wear and tear or a defect in the Equipment, will be furnished and installed by Replay service personnel at no extra charge. The parts replaced shall become the property of Replay. If parts must be replaced due to causes other than defects or normal wear and tear, Replay shall charge, and Purchaser shall pay, the price in effect at the time for such parts and all reasonable expenses associated with Replay's cost to replace said parts.

Replacement parts (whether component parts, assemblies, subassemblies, or otherwise) may consist, in whole or in part, of new or refurbished items, at Replay's option.

In the event that a required part is not locally available and the failed part cannot be repaired by the local Replay service technician, parts will be shipped immediately by Replay or its supplier via 24-hour express service to arrive the next business morning (Monday through Friday), contingent on such notice being provided prior to 4:00 p.m. Eastern time. When notification is received after this time, the parts will be shipped no later than the following business morning. Replay shall deliver and install, at no additional cost, hardware and software Field Engineering Change Orders on the Equipment.

1

ss/replay.serviceag.10.7.03
Revised: 01/20/10

Replay Service Agreement
Level 3

BCC APPROVED

DATE _____ D.C. _____

CONSENT **36**
DATE: 3-22-11 u



Replay Service Agreement #: RPL-SA3-11-0056
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Under this Agreement, Replay resolves to work toward giving your Equipment availability approaching 100%. To do this, Replay will require remote access to the recorder, but always with prior knowledge, approval, and cooperation of Purchaser. If remote access is not permitted additional charges will apply. At such time, Replay may also make changes to the resident software, but never in a way that would knowingly disrupt normal operations, violate security, or disturb Purchaser's records. In addition, Replay may, from time to time, recommend and initiate replacement of suspect component parts at no expense to Purchaser, but with Purchaser's planned cooperation regarding replacement work. This will always be done with every intention of minimizing disruption.

Finally, if Replay deems it advisable for a manufacturer's service technician to visit and perform machine or operational remediation on-site, such a trip will be initiated by Replay, but with the full knowledge and cooperation of Purchaser. If such a visit is necessitated as a result of Equipment defect or normal wear and tear, the full expenses for such visit, including per diem, living expenses and all incidental costs relating either to the trip or the service work, will be the responsibility of Replay, with no cost to the Purchaser. In all other instances, Purchaser shall bear all costs and expenses associated with the visit. Purchaser shall maintain on-site environmental conditions as specified by Replay on-site representatives. These conditions will be within the common environmental range of all system components.

4. TITLE

Title to all documentation and software relating to the Equipment shall remain with Replay or its supplier, as applicable. Purchaser, as licensee, acknowledges that all such documentation and software are proprietary and confidential, and will hold in confidence all such information, as well as information concerning maintenance and diagnostics. Purchaser shall have the right to use such software as long as Purchase owns the Equipment to which the software relates, and agrees to hold in confidence all technical and trade secret information including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by Replay in respect thereto, all subsequent modifications of code made by Replay pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. Purchaser ensures that access to such information will be limited to employees who must have access to use the Equipment effectively. The terms, provisions, and obligations of this section 4 shall survive the termination of this Agreement.

5. EXCLUSIONS

Replay's services to the Purchaser hereunder do not include:

- a. Electrical work external to the Equipment;
- b. Maintenance of accessories, attachments, machines, or devices other than the Equipment and/or not furnished by Replay;
- c. Repair of damages resulting from: accident, neglect, negligence, intentional conduct, or misuse; fluctuations of temperature or humidity; failure of electrical power; lightning; causes other than ordinary use; or maintenance or repair of the Equipment by persons other than Replay personnel or its authorized representatives;
- d. Painting or refinishing, making changes or modifications unrelated to a failure of the Equipment, or performing services connected with relocation of Equipment;
- e. Adding or removing accessories, attachments, or other devices;
- f. Services rendered impractical due to alterations to the Equipment or because of electrical or other connections to the Equipment not supplied by Replay;
- g. Any products or accessories deemed disposable items (i.e., headsets, UPSs, tapes, DVDs, phone couplers, logger patches)
- h. Any items or services not specifically described in section 3, above.
- i. Customer provided servers



Replay Service Agreement #: RPL-SA3-11-0056
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6. **CHARGES**

Charges for services provided under this Agreement are invoiced on an annual basis and are payable by Purchaser upon receipt of invoice. All other charges hereunder are likewise payable by Purchaser on receipt of invoice. Invoice amounts not paid by Purchase within thirty (30) days from the date of invoice shall be deemed delinquent, and shall be subject to a finance charge at the rate of 18% per annum, or the highest rate allowed by applicable law, whichever is lower. Furthermore, Replay's obligations hereunder during the Term, and during any renewal thereof, shall commence only after receipt of full payment by Purchaser of the invoice for said Term, and Replay may suspend service hereunder during any period in which payment of any invoice is delinquent. If the continuity of coverage under this Agreement (or between the date of termination of the original manufacturer's warranty and the date of commencement of the initial Term of this Agreement) is interrupted or suspended due to non-receipt of payment from the Purchaser, or for any reason other than an action or omission on the part of Replay, Replay may require an on-site evaluation of the Equipment to determine the condition of the Equipment before continuation of this Agreement goes into effect. The cost of parts, labor, and travel to conduct such an evaluation, and all expenses incurred in order to return the Equipment to serviceable standards of operation as deemed necessary by Replay, will be responsibility of Purchaser.

7. **OPTION TO REPLACE**

Purchaser shall have the option, at any time during the Term hereof, to replace the Equipment by purchasing from Replay such replacement equipment (if any) as may be then-offered by Replay. Should Purchaser exercise said option, (a) Replay shall sell such replacement equipment to Purchaser at a discount of twenty percent (20%) off of Replay's then-published prices for same, (b) this Agreement shall remain in effect, but shall be tolled during the original manufacturer's warranty period for the replacement equipment (if any), and (c) Appendix 2 hereof shall be deemed amended to substitute the replacement equipment for the equipment replaced.

8. **GENERAL**

- a. Replay's obligations hereunder are subject to delays caused by labor difficulties; fires; casualties and accidents; acts of the elements; acts of a public enemy; transportation difficulties; inability to obtain its equipment materials, or qualified labor sufficient to fill its orders; government interference or regulations; and other causes beyond Replay's control.
- b. Any or all of Replay's rights or obligations under this Agreement may be assigned by Replay with notice to the Purchaser, and, on such assignment, Replay shall be release of all obligations hereunder, which obligations shall be the responsibility of the assignee thereof.
- c. Replay reserves the right to modify or delete any term of this Agreement effective as of any anniversary date of the Agreement by giving at least thirty (30) days prior written notice to Purchaser. Purchaser may then elect to accept the Agreement with such modification(s) or deletion(s), or to terminate the Agreement. Failure by the Purchaser to terminate this Agreement in writing within the thirty (30) day notice period shall signify acceptance of the Agreement as amended.
- d. This agreement may be entered into and/or modified only by Replay's President and an authorized representative of Purchaser. Purchaser represents and warrants that the person executing this Agreement on behalf of Purchaser is duly authorized to take such action on behalf of Purchaser.
- e. **LIMITED WARRANTY AND LIMITATION OF LIABILITY. REPLAY'S LIABILITY TO PURCHASER HEREUNDER FOR DAMAGES OF ANY NATURE, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE MAXIMUM TOTAL CHARGES PAID OR PAYABLE BY PURCHASER TO REPLAY FOR SERVICES DURING ANY ONE YEAR UNDER THIS AGREEMENT. THIS IMPLIED WARRANTY AND LIMITATION OF LIABILITY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF "MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE." IN NO EVENT SHALL REPLAY BE LIABLE FOR ANY LOSS OF DATA, NOR FOR LOST PROFITS, NOR FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES.**
- f. No action arising out of or relating this Agreement, whether in contract or tort, including negligence, maybe be brought by either party more than (1) year after the cause of action accrues; provided, however, that any action for nonpayment may be brought at any time within the applicable statute of limitations period.



Replay Service Agreement #: RPL-SA3-11-0056

g. Any controversy arising from this Agreement shall be governed by the laws of the State of Florida, and the litigation of any disputes arising out of this Agreement shall occur in the appropriate state or federal court located within the Southern District of Florida.

9. GRANT LICENSE

The Software Product is licensed, not sold, and is intended for use by Purchaser as a single product. Its component parts may not be separated for use on more than one computer.

Purchaser may install and use the Software Product on any computer for which it has been assigned a VPI Activation Key. The Software Product may not be rented, leased, loaned or distributed to any third party. However, the Software License may be permanently transferred provided that the recipient agrees to the terms of this Service Agreement.

Purchaser may make backup copies of the Software Product for all computers on which the Software Product is lawfully installed, for Purchaser's sole use and/or disaster recovery purposes.

Copyright notices must be maintained on the Software Product and all copies.

10. SCOPE OF SOFTWARE SERVICES

Replay agrees to provide Maintenance Services to keep the VPI's software for Purchaser's Digital Voice Logging system in, or restore it to, good working order. Service will be performed during hours set forth in the Contract. Services requested or required by the Purchaser outside these hours will be charged at Replay's then current schedule of rates and will be in addition to the Charges contained in this agreement. Where the Purchaser requests additional services outside the scope of this agreement, VPI may provide those services at standard time and material rates and conditions then in effect.

Software Maintenance Service will include:

- Free VPI software upgrades within the purchased version.
• Discounted VPI software upgrades to next version, excluding hardware.
• Telephone support 24 x 7

Software Maintenance Services do not apply where a defect is caused by:

- Improper use;
• Failure by the Purchaser to provide a suitable physical environment;
• Alterations, amendments or attachments to the System that have not been approved in writing by Replay;
• Fire, flood, lightning, earthquake and any other events over which Replay has no control;
• Service work not performed by Replay

This Agreement replaces and supersedes any previous service agreement between the parties, and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duty authorized representatives on the day and year set forth below.

SELLER:

REPLAY SYSTEMS, INC.
6555 N. POWERLINE RD., STE 105
FORT LAUDERDALE, FL 33309

BY: _____

SCOTT HURLEY, PRESIDENT

DATE: _____

PURCHASER:

GULF COUNTY 911
1000 CECIL COSTIN BLVD, BLDG 500
PORT ST. JOE, FL 32456

BY: _____

PRINTED NAME/TITLE: _____

DATE: _____



Replay Service Agreement #:
RPL-SA3-11-0056

APPENDIX I
HOLIDAY SCHEDULE

Holiday

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day



Replay Service Agreement #:
RPL-SA3-11-0056

APPENDIX II

Hardware, software and voice cards as listed below:

Quantity Part # Description

16 Channel Recorder

16	VP-AVISW	Activ! Voice Recording License. Per Activated Channel. Also includes three concurrent licenses for: Priority Playback, Incident Reconstruction, Reports Package, Client Set-up, Archive Manager, Event Log
1	VP-ANI/ALI/PSAP Package	ANI/ALI Capture and PSAP Package
1	VP-TWR2-RAID1	Tower Chassis - Win2003 Server OS (RAID 1: Dual 250 GB SATA Drives). DVD Archiving Drive
1	VP-Analog-16	16 Port Analog Interface Card.
1	VP-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package

5 Channel Recorder

5	VP-AVISW	Activ! Voice Recording License. Per Activated Channel. Also includes three concurrent licenses for: Priority Playback, Incident Reconstruction, Reports Package, Client Set-up, Archive Manager, Event Log
1	VP-ANI/ALI/PSAP Package	ANI/ALI Capture and PSAP Package
1	VP-TWR2-RAID1	Tower Chassis - Win2003 Server OS (RAID 1: Dual 250 GB SATA Drives). DVD Archiving Drive
1	VP-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package
1	VP-Analog-8	8 Port Analog Interface Card.



GULF COUNTY EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Wanslake*

DATE: MARCH 15, 2011

SUBJECT: STATE HOMELAND SECURITY GRANT
CONTRACT # PROVIDED UPON EXECUTION
GULF COUNTY

Attached is a copy of the Gulf County's State Homeland Security Grant for FY 2010 -2013. By this memo we are requesting the board approval to accept these grant funds in the amount of \$49,798.00.

If you have any questions of need additional information do not hesitate to call me at 229-9110.

Attachment

BCC APPROVED
DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 MAR 16 AM 9:06

CONSENT
DATE: 3/22/11 LL



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

DAVID HALSTEAD
Director

March 15, 2011

SUBGRANTEE: Gulf County

ISSUE NUMBER	PROJECT TITLE	FINAL ALLOCATION
10	Post Disaster Redevelopment Plan	\$34,798.00
10	Exercise Program (Functional)	\$15,000.00

GRANT PERIOD: August 1, 2010 – January 31, 2013 **AWARD TOTAL:** \$49,798.00

FEDERAL GRANT NO: 2010-SS-T0-0092

STATE AGREEMENT NO: Provided Upon Execution

In accordance with the provisions of Federal Fiscal Year 2010 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

Payment of Funds: This Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty-month (30) period.

SPECIAL CONDITIONS

1. The grantee and any subgrantee 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 DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 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

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. 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 use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program (HSGP) 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 ground disturbance, construction, modification of structures, 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.
5. A. Provision applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- 1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- C. Provision applicable to any recipient.
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.
6. Definitions. For purposes of this award term:
- 1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).
- 7.
 - A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
 - B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
 - C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
 - D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbix/grants/index.shtm>
 - E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

ACCEPTANCE FOR THE SUBGRANTEE:

Warren Yeager, Chairman
Gulf County Board of Commissioners

Signature of State Administrative Agency



March 3, 2011

Rebecca Norris
Gulf County Courthouse
Clerk of the Circuit Court
1000 Cecil Costin Boulevard
Port St Joe, FL 32456

Dear Rebecca:

We request permission to donate the following items to Sacred Heart Hospital a non-profit organization.

- 1) Table/Chair 5 x 8 mat, Gulf CHD tag #130-436, \$725.00.
- 2) Evaluation Hand Kit, Gulf CHD tag #130-437, \$650.00.
- 3) TXE-7 Chattanooga Traction Table, Gulf CHD tag#130-438, \$5,400.00.
- 4) Elite EM4 Hilo Table plus 3/DR, Gulf CHD tag#130-439, \$2,595.00.
- 5) Intellect Legend Stim 4 channel, Gulf CHD tag#130-440, \$2,875.00.
- 6) Intellect Legend Stim 4 channel, Gulf CHD tag#130-441, \$2,875.00.
- 7) Intellect Legend Ultrasound, Gulf CHD tag#130-442, \$1,650.00.
- 8) Intellect Legend Ultrasound, Gulf CHD tag#130-443, \$1,650.00.
- 9) Iontophresor Empi, Gulf CHD tag#130-444, \$995.00.
- 10) Intellect Legend Ultrasound Heads 2cm and 10cm.

We also request permission to donate the following items that is not listed on the County Inventory.

- 1) Mini Trampoline, \$50.00.
- 2) Parallel Bars 7' side folding, \$800.00.
- 3) Chattanooga Warmer, \$250.00
- 4) Rocker Board, \$50.00.
- 5) 3 each Gray Tables 3' x 3', \$300.00.
- 6) 3 each, Gray Stools, \$360.00.

If you have any questions, please give me a call at 227-1276 ext 122.

Thank you,

Rhonda Gay, Office Operations Manager I
Gulf County Health Department

BCC APPROVED
DATE _____ D.C. _____

2011 MAR -8 AM 8:41

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

GULF COUNTY HEALTH DEPARTMENT

2475 Garrison Avenue, Port St. Joe, FL 32456 • (850) 227-1276 • Fax (850) 227-1766 (Confidential) or 227-7589 (Main)
807 West Hwy 22, Wewahitchka, FL 32465 • (850) 639-2644 • Dental (850) 639-4414 • Fax (850) 639-5934

DATE: 3/22/11 LL

CLERK OF CIRCUIT AND COUNTY COURTS

RECORDER AND COMPTROLLER

GULF COUNTY, FLORIDA

REBECCA L. NORRIS, CLERK

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

MEMORANDUM

To: Gulf County Board of County Commissioners
FROM: Tracy Tharpe, Deputy Clerk
Date: March 10, 2011
SUBJECT: Removal of Items from Inventory

Please remove the following items from the Clerk of the Circuit Courts Office Inventory. These items have been replaced and no longer in use.

Table with 3 columns: Tag #, Description, Reason. Row 1: 10 - 313, Lanier Advocate V Recorder LCR5D, Broken. Row 2: Microphones, Broken. Row 3: RCA Video Recorder, Broken.

These items are obsolete to us.

BCC APPROVED

DATE _____ D.C. _____

2011 MAR 10 AM 10:59

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



GULF COUNTY EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall*

DATE: MARCH 1, 2011

SUBJECT: INVENTORY TRANSFER

By this memo we are requesting board approval to transfer a Dell Precision M70 Laptop Computer, S/N HHCJ9TKF7FBHD9XPFFPHK, Inventory #90-239, to the Wewa Search and Rescue.

Should you have any questions of need additional information do not hesitate to give me a call at 850-229-9110.

BCC APPROVED

DATE _____ D.C. _____

2011 MAR - 1 AM 9:50
 CLERK OF CIRCUIT COURT
 JUDICIAL CENTER
 1000 GULF BLDG
 PORT ST JOE FLORIDA

CONSENT
DATE: 3/2/11 **49**



Gulf County Mosquito Control
1001 Tenth Street
Port St Joe, FL 32456
(850) 227-1401 Office (850) 229-9521 Fax

MEMORANDUM

Date: March 15, 2011

To: Board of County Commission

From: Mark Cothran, Director GCMC *MC*

Re: Disposition of Surplus Property

- In compliance with Chapter 388.323 Florida Statutes, I recommend the following property be junked and removed off inventory:

Item #	Description	Shape
72-12	Toshiba S6112 Laptop	Irreparable/Junk
72-8	Leco 1600 Spray Motor	Irreparable/Junk
72-9	Leco 1600 Spray Motor	Irreparable/Junk

FILED FOR RECORD
REBECCA L. HORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 MAR 16 AM 10:48

- I recommend these vehicles be transferred to Gulf County Public Works Department for the purchase price of \$4,200 each. In compliance with Chapter 388.323(3), all proceeds shall be deposited into the State Fund Account #42362.

72-649	2003 Chevy Truck 4wd	\$4,200
72-650	2003 Chevy Truck 4wd	\$4,200

BCC APPROVED

DATE _____ D.C. _____

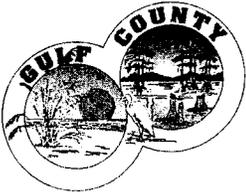
CONSENT
DATE: 3/22/11 **50**

3. I recommend advertising for bids for this UTV with minimum bids starting at \$500.

72-1 Kawasaki Mule Blown Motor

4. I recommend transferring this vehicle from Mosquito Control inventory to Animal Control inventory.

72-651 2003 Chevy Truck 4wd



GULF COUNTY TAX COLLECTOR

SHIRLEY J. JENKINS
TAX COLLECTOR

Telephone: (850) 229-6116

Fax: (850) 229-9224

To: Rebecca Norris, Clerk Of Courts

From: Shirley J. Jenkins Tax Collector *Shirley*

Date: March 11, 2011

Subject: Inventory

40-85 Delete from Inventory Chair

2011 MAR 11 PM 12:25
REBECCA NORRIS
CLERK OF COURTS
GULF COUNTY, FLORIDA

BCC APPROVED
DATE _____ D.C. _____

NOVAK LAW GROUP
ATTORNEYS AT LAW

GULF COUNTY
2011 MAR 16 PM 4:01
GULF COUNTY COMMISSIONERS

March 3, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

Re: Summary of Professional Services Rendered and Enclosed Invoices
NLG File No.: 2200-001 General Legal Services
Invoice period: February 2011

Summary of Invoices for Professional Services

February 2011

-	Gulf County General Legal Representation (60.25 hrs. x \$100)	=	\$6,025.00
-	Gulf County – Westlaw, Legal Data, Administrative and Office Expenses (General Legal + Litigation matters + Admin/operational January 2011)	=	\$347.75
	Total Professional services and costs		\$ 6,372.75

PROFESSIONAL SERVICES
RECEIVED
CLERK OF DISTRICT COURT
GULF COUNTY, FLORIDA
2011 MAR 16 PM 3:38

APPROVED FOR PAYMENT

Date _____ D.H. _____
Acct. # 21314-31100

CONSENT
DATE: 3/22/11 **53**

NOVAK LAW GROUP

ATTORNEYS AT LAW

GULF COUNTY
2011 MAR 14 PM 4:01
GULF COUNTY
COMMISSIONERS

March 3, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered and Enclosed Invoices
Litigation – Professional Legal Services
Invoice period: February 2011
NLG File No.: 2200-005**

Summary of Invoices for Professional Services

February 2011

-	Gulf County Litigation / Pending Litigation Matters (26.65 hrs. x \$125)	=	\$3,331.25
	Total Professional services and costs		<u>\$ 3,331.25</u>

APPROVED FOR PAYMENT

Date _____ D.H. _____

Acct. # 21314-31100

CONSENT **54**
DATE: 3/22/11 *LL*

NOVAK LAW GROUP

ATTORNEYS AT LAW

GULF COUNTY
2011 MAR 14 PM 4:01
GULF COUNTY
COMMISSIONERS

March 3, 2011

Gulf County Board of County Commissioners
Chief Administrator's Office
Attn: Donald Butler
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered and Enclosed Invoices
BP Oil Matters – Professional Legal Services
Invoice period: February 2011
NLG File No.: 2200-004**

Summary of Invoices for Professional Services

February 2011

-	Gulf County BP Oil Matters (21.65 hrs. x \$125)	= \$2,706.25
	Total Professional services and costs	<u>\$ 2,706.25</u>

APPROVED FOR PAYMENT

Date _____ D.H. _____

Acct. # 21314-31100

CONSENT **55**
DATE: 3/22/11 LL

Gulf County Community Development Corporation



401 Peters Street, Port St. Joe, FL 32456
Phone: (850) 229-1477 Fax: (850) 227-3392 Email: gulfcdc@yahoo.com

INVOICE

DATE: March 1, 2011

To: Gulf County Clerk of Circuit Court
Finance Office

Subject: Gulf County Community Development Corporation
Service Delivery Fee for February

Payable To: Gulf County Community Development Corporation
401 Peters Street
Port St. Joe, Florida 32456

According to the agreement between the Gulf County Community Development Corporation (GCCDC) and Gulf County regarding the service delivery fee of the Gulf County SHIP Program, the GCCDC will receive a total fee of \$20,000 for overseeing the development of lots 5 and 6 in the Williamsburg Subdivision in Wewahitchka. Scheduled installments of \$3,000 will be paid by Gulf County to the Gulf County CDC upon the acknowledgement, review and satisfactory completion of each agreed upon benchmark established by the Housing Schedule and Release. CDC shall tender written confirmation, required inspection certificates in addition to similar monthly invoices for payment and release of the scheduled funds.

Quen Lamb	Erika White
GCCDC	GCCDC
Executive Director	Assistant Executive Director

APPROVED FOR PAYMENT

Date 3-7-11 D.H. LL
Acct. # 46455-34000

BCC APPROVED

DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 MAR 16 AM 9:49

CONSENT
DATE: 3-22-11 **56**

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

(From the Desk of Carmen Mclemore, Commissioner, District 1)

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE (850) 229-6106/639-6700

FAX (850) 229-9252 • EMAIL: commissioner1@gulfcountry-fl.gov

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 8.00 P.M. E.T

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: COMMISSIONER CARMEN MCLEMORE, DISTRICT 1
DATE: MARCH 16, 2011
RE: HONEYVILLE COMMUNITY CENTER WAIVER REQUEST

It is my recommendation to waive the rental fee for the Honeyville Community Center on April 9th for Project Graduation for the Wewahitchka Junior/Senior Prom.

Thank you.

BCC APPROVED

DATE _____ D.C. _____

2011 MAR 16 AM 11:47

CLERK FOR RECORDS
REBECCA L. HERRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

CONSENT
DATE 3/22/11 LL

CARMEN McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

PUBLIC NOTICE

A Public Hearing will be held at the Planning and Development Review Board (PDRB) meeting on Monday, March 21, 2011 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, March 22, 2011 at 6:00 p.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

1. Proposed development of RV regulations.
2. Proposed Comprehensive Plan text amendment changes to the existing elements and adding a new Economic Element.
3. Open Discussion
4. Staff

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning and Building Department at 1000 Cecil G. Costin Sr. Blvd., Room 312.

Advertise: March 10 and March 17, 2011

Ad #2011-15

Invoice: Gulf County Planning

Size: Headline no smaller than 18 point

Must be at least 2 columns wide by 10 inches long

Must not appear in the newspaper portions where legal notices and classified advertisements appear

Proof of Publication required