

CONSENT AGENDA

February 8, 2011

1. Minutes – January 5, 2011 – Workshop 1-11
 - January 11, 2011 – Special Meeting 12-14
 - January 11, 2011 - Regular Meeting 15-27
 - January 25, 2011 – Regular Meeting. 28-37

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) 38-44
 - Agreement – Public Risk Management of Florida (Contract and By-Laws) 45-68

4. Invoices – Rumberger, Kirk & Caldwell (General Employment Matters (File #G214-107990 * Invoice #756742 * \$400.00 * to be paid from Account #21111-31200) 69

PORT ST. JOE, FLORIDA**JANUARY 5, 2011****WORKSHOP**

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

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, Chamber of Commerce Director Sandra Chafin, Supervisor of Elections Linda Griffin, Tax Collector Shirley Jenkins, and T.D.C. Director Tim Kerigan.

Chairman McLemore called the meeting to order at 10:00 a.m., E.T.

NEW COMMISSIONER ORIENTATION/DEPARTMENTAL OVERVIEW

Commissioner Yeager announced that this workshop is an opportunity for all the Constitutional Officers and Department Heads to give an overview of their departments and possible concerns they might have. Chief Administrator Butler suggested holding this workshop on a yearly basis.

SUPERVISOR OF ELECTIONS

Linda Griffin, Supervisor of Elections, appeared before the Board and reported that her office is responsible for conducting the elections, voter registration, voter education, and conduct voter registration maintenance in odd number years. She reported that there are no major issues in her office at this time. Mrs. Griffin discussed the possibility of having to purchase new equipment, which is handicapped accessible for the 2016 election. Upon inquiry by Chairman McLemore, Supervisor of Elections Griffin stated that eliminating a polling location would not eliminate any precincts; you would still be required to have the same amount of staffing for both. Assistant Administrator Hammond stated that every precinct eliminated will save money on purchasing new equipment. Upon inquiry by Commissioner Yeager, Supervisor of Elections Griffin reported that 1/3 to 1/2 of the registered voters had participated in early voting by Election Day. Commissioner Williams discussed the space occupied by Sacred Heart in the Supervisor of Elections Building, stating that he spoke with the Administrator and the space will be free by the end of February, 2011. Supervisor of Elections Griffin reported that this space would be great to have early voting, because the law states

once a place becomes an early voting place or voting place, no one is suppose to enter except the voters. She also stated the space could be used by the Clerk for storage. Commissioner McDaniel stated that he would like to speak to the residents before District 1 and 2 precincts are combined, stating that the City of Wewahitchka holds their election the same as the County.

PROPERTY APPRAISER

Kesley Colbert, Property Appraiser, appeared before the Board and discussed the process and duties of the Property Appraiser's Office; stating that Florida is an Ad Valorem state in tax collection, and his responsibility is to assess the value of the property. Upon inquiry by Chairman McLemore, Property Appraiser Colbert reported that the just value is determined by the Property Appraiser. Property Appraiser Colbert reported that by Florida law he has to turn in a preliminary tax roll by July 1st. He explained that the Value Adjustment Board hearings are held in October, with the TRIM Notices being mailed the second week of September; informing property owners of their proposed taxes. He stated that property owners have 25 days to protest their value and have it resolved by filing a petition to go before the Value Adjustment Board (2 County Commissioners, 1 School Board Member, and 2 Citizens).

CLERK OF COURT

Becky Norris, Clerk of Court, appeared before the Board and stated that she has three major divisions/responsibilities within the office of the Clerk of Court, as follows: (1) Court Division, (2) County Recorder, and (3) Clerk to the Board of County Commissioners. Clerk Norris provided a more detailed list for the record outlining the duties and responsibilities of her office, but gave a brief overview of each area. In providing ministerial support to the Courts and Judiciary, Ms. Norris reported that her office handles Jury Management/Coordination, manages and stores court evidence, maintains the files for all adult and juvenile court files, provides assistance to pro se litigants, attends court proceedings, and provides data to the Supreme Court. She reported on the many services provided to local residents, such as, marriage licenses, passports, processing restraining orders against violators for victims of domestic violence, child support, traffic citation payments, small claims assistance, property deed documentation, and divorce filings. As County Recorder and Keeper of the Record, Clerk Norris stated that her office records all instruments involving property, and provides this data to the Property Appraiser for the Tax Roll. She stated that the Clerk is responsible for attending, recording, and maintaining the minutes of all the meetings of the Board of County Commissioners, and preparing and processing the paperwork, notices, and taking the minutes of the Value Adjustment Board. She further stated that she prepares the Agenda and Information packets, processes all advertisements, and processes, collects, opens and records all competitive bids on behalf of the Board.

Clerk Norris reported that as Comptroller and Chief Financial Officer/Budget Officer to the Board of County Commissioners, she prepares the tentative County budget, in conjunction with county staff, to present to the Board annually for approval and adoption. As County Auditor, the Clerk provides accountability to taxpayers by making sure funds are spent for a legal purpose, spent according to purchasing procedures, that there is an adequate funding source or budget for what is being spent, and provides financial data and reporting to State and Federal agencies on behalf of the County. Clerk Norris stated that each Constitutional Officer has specific and segregates duties for a reason. She stated that the Property Appraiser assesses the property, the Board sets the millage rate on the property, the Tax Collector collects the taxes then turns it over to the Clerk who, as Custodian of County Funds, invests the money, pays all the county bills and processes county payroll. Again, Clerk Norris reported that as keeper of the record, she maintains all county Resolutions and Ordinances as a permanent record. Chairman McLemore and other members of the Board thanked Clerk Norris and her staff for doing a great job and making their life easier. Clerk Norris then stated that the main issues facing her office going forward is (1) space, (2) staff reductions due to budget cuts, and (3) safety and courthouse security for employees and visitors. Commissioner Williams discussed his recent visit to the State Capitol and Governor Scott's call for better, more efficient and innovative ideas and solutions to government, and asked for Clerk Norris' ideas as we move forward. Commissioner Yeager stated that his goal for the new year is to be an effective and efficient government. Clerk Norris reported that she is considered a fee officer and explained the three different funding sources for her office; stating that the Clerk to the Board function is funded by the Board of County Commissioners, the County Recorder/Recording Department is funded through user fees and service charges, and the Court division is funded by the State through collection of fees, fines, court costs, and service charges.

TAX COLLECTOR

Shirley Jenkins, Tax Collector, appeared before the Board and reported on the duties for the Tax Collector, stating that her office issues tags and titles locally for the State, collects and distributes to the State and County Florida sales and Local Option Taxes, issues hunting and fishing license, and does daily and monthly reporting to the State. She reported on the duties for the County, stating that they collect and distribute property taxes to the different taxing authorities (Board of County Commissioners, Northwest Florida Water Management District, Gulf County School Board, City of Wewahitchka, and City of Port St. Joe), and once a year her office holds a tax certificate sale; which is now held on the internet. Mrs. Jenkins reported that her office sells beach permits for residents and non residents, collects Tourist Development Taxes (bed tax) and distributes the money to the Board of County Commissioners. Tax Collector Jenkins discussed some of the issues and concerns for the Tax Collectors Office,

stating that the State is probably (February, 2011) going to close different Drivers License Offices throughout the State of Florida and pass that duty on to the Tax Collectors. She reported that she does not have the space to accommodate the equipment for this transition, stating that this will be a difficult task to bring this into either of her offices. She stated that a person will not be able to obtain a driver's license if this office is closed unless they go to Panama City Beach or Tallahassee. She reported that the Tax Collectors fee for processing driver's license will only be \$6.25 per transaction. Commissioner Yeager discussed that he spoke with the Tax Collector concerning this issue, stating that Franklin County is going to send their residents to this County if we provide the service. Tax Collector Jenkins discussed her current equipment stating that it has reached its capacity and is very slow, and will need to look at something new for the collection of taxes. Upon inquiry by Commissioner Williams, Tax Collector Jenkins stated that the equipment will need to be replaced within the next two years. She also discussed other issues facing her office such as retaining experienced staff, and Courthouse security.

EMERGENCY MEDICAL SERVICES

Gulf County E.M.S. Director Houston Whitfield appeared before the Board and reported on the responsibilities and duties of the E.M.S. Department. He discussed the new Medical Director, Dr. Gary Pablo, the development of new protocols with Dr. Pablo, and that application has been made for a new DEA license under Dr. Pablo's name. He reported the following changes in the E.M.S. Department (1) contracted billing and collection service with EMS Consultants, (2) developed new policies and procedures to maintain uniformity in day to day operations, (3) set-up education for employees, (4) applied for grants to provide four power load stretcher systems, (5) coordinating and training County Fire Departments as first responders, (6) converted the E.M.S. pick-up truck to an ALS Quick Response vehicle, (7) currently developing a plan for replacing ambulances that need to be replaced, and (8) developing a pay scale based on surrounding counties rates with built in merit raises. Upon inquiry by Commissioner Yeager, E.M.S. Director Whitfield reported that E.M.S. Consultants will generate reports as needed. Upon inquiry by Commissioner McDaniel, E.M.S. Director Whitfield reported that he has seven permanent fulltime employees. Further discussion followed.

PUBLIC WORKS

Public Works Director Bobby Knee appeared before the Board and presented a list of duties for the Public Works Department, stating that he runs the outside part of the operation (field work), and Joe Danford runs the office work. Commissioner Yeager stated that the supervisors and workers have made the consolidation work. Upon inquiry by Chief Administrator Butler, Public Works Director Knee reported that they had a total of 1,300 work orders from the time the system started through October.

Commissioner Williams discussed the work order process and the capabilities this system can provide to the Commissioners and the public.

The meeting did then recess at 11:40 a.m., E.T.

The meeting did then reconvene at 12:16 p.m., E.T.

BUILDING DEPARTMENT

Building Official Lee Collinsworth appeared before the Board and discussed the overall duties of the Building Department, stating that George Knight is the Building Inspector, Mike Aiken handles Code Enforcement, Ladonna Price is the Department Secretary, and most of their jobs are behind the scenes. He reported that during the booming market they would perform approximately 4,500 inspections per year. Building Official Collinsworth discussed the ISO ratings, currently at a four, stating that this is the best rate the County has ever had. He reported that a lot of criteria had to be met to obtain this ISO rating. Building Official Collinsworth stated that the license they hold is very hard to obtain, stating there are only three people who hold this license (Lee Collinsworth, George Knight, and Michael Hammond). He reported that the County is performing inspections for the unincorporated areas of Gulf County and the City of Wewahitchka. Commissioner Smiley reported that he spoke with the City of Port St. Joe concerning having one Building Inspector for the City and County. Chief Administrator Butler reported that the two largest fire districts (St. Joe Beach and South Gulf) had no structural fires for the past year, stating that there has been a lot of building in those areas, and they were built correctly. <Chairman McLemore left the meeting at 12:35 p.m., E.T.>

CHAMBER OF COMMERCE

Sandra Chafin, Chamber of Commerce Director, appeared before the Board and discussed the activities and goals for the Chamber, stating that they serve as an advocate for existing businesses, conduit for positive developments throughout the County, and to be a catalyst for cooperation. She reported that the Chamber serves to support businesses, provide contact information, give referrals for the businesses in the City and County, provide resources, send weekly emails, send out a monthly newsletter, holds an annual dinner for the members, helps sponsor or co-sponsor festivals and events, offers ribbon cuttings for grand openings, offers opportunities for networking, and maintains a website. Commissioner Yeager thanked the Chamber for their successful events.

ANIMAL CONTROL

Roland Jones, Animal Control Officer, appeared before the Board and reported that he responds to all calls received by the Sheriff's Department Dispatchers concerning

animal control issues of all kinds. Commissioner Yeager reported that this is a one man Department, and Mr. Jones is quick to respond throughout the County.

MOSQUITO CONTROL

Public Works Director Joe Danford appeared before the Board and reported on behalf of Mosquito Control Director Mark Cothran, stating that the mosquito control program in Gulf County consist of one Director, two fulltime employees, and four part-time employees. He reported that we have a recognized mosquito control program in Gulf County; stating that the State provides an umbrella for us and as long as we are doing what we are suppose to do the State will protect this County. Public Works Director Danford reported that the mosquito control is governed by Florida Statute, 388, Chapter 5 E 13 of the Administrative Rules, and is required to submit monthly and yearly reports of the budget and program to the State. He discussed some of the issues and concerns, stating that the national pollution discharge elimination system; which states the things they do pollutes the water and they are going to have to start getting permits, and this is going to hurt everyone. Commissioner Williams recommended Public Works Director Danford draft a letter to be submitted to the Federal and State levels concerning this issue. Mr. Danford reported that Mosquito Control Director Cothran has already started this process through the Mosquito Control Association.

SOLID WASTE

Public Works Director Joe Danford reported that the County has two closed landfills (Buckhorn and St. Joe Dump), two vegetative debris chipping sites (Wetappo and adjacent to Five Points Landfill), and one class 3 landfill (Five Points Landfill), stating that it has seven years useful life left. He stated that the County does not need to build another landfill, reporting that the 11 acre Five Points Landfill site will cost \$2 million to close, and will cost \$2.7 million to monitor for the next twenty to thirty years. Public Works Director Danford suggested the County build a transfer recycling station at the Five Points Landfill, stating that there will be a charge to get rid of the stuff that is crushed, but one would have to pay either way. He reported that the Annual Amnesty Day will be on Saturday, April 9, 2011. Public Works Director Danford reported that the County currently puts in escrow \$88,000.00 per year for the future closure cost of Five Points Landfill (\$2 million).

PUBLIC WORKS

Public Works Director Joe Danford appeared before the Board and reported that there are 45 employees at the Public Works Department (6 Supervisors, 2 Administrative Assistants, and 37 hourly employees) with a budget of \$4.1 million. He reported that they have been working on a new radio system for the department, and it is currently operational throughout the County, stating that Search and Rescue can also use this system. Public Works Director Danford discussed that he would like for the public to be

able to go online and view the work order system for the County, but this is too time consuming and costly for this happen with Munis. Clerk Norris stated that the financial package of Munis is up to date, and is widely used throughout the Country. Clerk Norris and Deputy Administrator Lanier both stated that they were verbally informed by the Tyler Technologies Sales Representative that the work order system would track time by job, but it will not. Deputy Administrator Lanier stated that there is no conversion process from the current payroll system. She reported that the entire payroll system would have to be re-created for every employee for it to work properly. Commissioner Williams discussed that there has to be IT capability. After further discussion, Chief Administrator Butler discussed to get where everyone needs to be the entire system (finance included) needs to be brought up to date and replaced. Commissioner Yeager discussed that there needs to be a committee formed to work on this issue. Public Works Director Danford discussed the issues and concerns for the Public Works Department, as follows, (1) need for zero based budgets, (2) need to review purchasing system for the entire County, (3) need to plan on what and where you want Public Works to be for the coming years, (4) fence to be put up around the Public Works facility, and (5) a new fueling system for the department.

TOURIST DEVELOPMENT COUNCIL

T.D.C. Director Tim Kerigan appeared before the Board and stated that he is different from the rest of the County. He reported that T.D.C. funds are from bed tax, and his primary responsibility is to notify everyone outside this County what a great place it is to visit.

MAINTENANCE

Maintenance Supervisor Steve Mork appeared before the Board and discussed the responsibility and duties of the Maintenance Department. Commissioner Williams discussed that there needs to be an established protocol for the Maintenance Department. Chief Administrator Butler requested for he, Mr. Mork, and Commissioner Yeager to meet and discuss the plans for moving the Public Defender to remodel that office. Upon inquiry by Commissioner Williams concerning security and crisis situations in the Courthouse, Maintenance Supervisor Mork reported that there is no area designated for emergencies. Commissioner Yeager stated that everyone could go to the Clerk's vault and close the doors.

DEPUTY ADMINISTRATOR

Deputy Administrator Lynn Lanier appeared before the Board and discussed her overall duties as Deputy Administrator in the Administration Office. She discussed the following issues and concerns, (1) the phone system, (2) Munis, (3) Courthouse elevators, and (4) the sign ordinance.

VETERANS' SERVICE OFFICE

Veterans' Service Officer James Kennedy appeared before the Board and stated that he assists all Veterans and widows of Veterans in obtaining benefits through the Veterans Administration. He reported that we have approximately 268 military retirees in the County, approximately 1,700 Veterans on compensation or pension, and that he serves on the Disadvantaged Transportation Coordinating Board and as Chairman of the Friends of Sims Veterans' Nursing Home.

ECONOMIC DEVELOPMENT COUNCIL

Tom Graney appeared before the Board and discussed that E.D.C. is a statutory responsibility of the Board of County Commissioners, stating that it is structured by a public/private partnership. He reported that the E.D.C. activity is controlled by a public/private Board, stating at the present there are 11 Board members; 4 are government appointed permanently to the Board, 2 by the Board of County Commissioners, 1 by the City of Wewahitchka, 1 by the City of Port St. Joe, and the remaining 7 from the private sector.

SHERIFF'S DEPARTMENT

Sheriff Joe Nugent appeared before the Board and reported that he has 41 full time employees, 10 Dispatchers, 3 Secretaries, 1 Bookkeeper, a School Resource Officer at each school, and 2 Bailiff's in the Courthouse. Sheriff Nugent stated that something has to be done about security for the Courthouse and the Administration Building. He discussed the need to look at animal control for the weekends, and would like to get the Sheriff's Office back together under one roof. Commissioner Williams requested permission to work with the Sheriff and the Constitutional Officers on the security issue.

EMERGENCY MANAGEMENT

Emergency Management Director Marshall Nelson appeared before the Board and stated that for a keyless entry system for the Courthouse, the County can wire directly into the same entry system that is currently being used in the Emergency Management Building and save money. He presented the Comprehensive Emergency Management Plan and discussed the primary goals of the Emergency Management Department, stating that their primary goals are to prepare, respond and litigate against disasters. He stated that his concerns are that there are no contingency funds available for disasters.

E-9-1-1 COORDINATOR

E-9-1-1 Coordinator Ben Guthrie appeared before the Board and stated that he has received several certifications since he has been E-9-1-1 Coordinator. He discussed the process and procedures for the E-9-1-1 Department, stating that it is self funded through 9-1-1 user fees.

G.I.S. DEPARTMENT

G.I.S. Coordinator Scott Warner appeared before the Board and gave an overview of his duties as G.I.S. Coordinator.

GULF COUNTY HEALTH DEPARTMENT

Marsha Player, Gulf County Health Department Administrator, appeared before the Board and reported on the number of patients seen at the Health Department for last year, stating that they saw 10,086 patients, 4,000 of these being children. She reported that the Health Department had 44,230 visits in the Clinic last year, 8,340 dental visits, and 47% of low income residents in Gulf County have access to dental visits in Gulf County. Commissioner Williams thanked Mrs. Player for attending this workshop, and stated that there are going to be some major impacts on Healthcare.

SACRED HEART HOSPITAL

Sandra Todd-Atkinson, of Sacred Heart Hospital, appeared before the Board and gave an update on the Hospital, stating that the Hospital has been open for 9 months; providing 24 hour emergency care, Diagnostic and Imaging Services, Laboratory Services, Surgical Services, Inpatient Acute Care Services, Pediatric Services, Outpatient IV Therapy, and a Helipad for Rapid Transport. She reported that they should be moving in the New Medical Office Building about the middle of January.

The meeting did then recess at 3:21 p.m., E.T.

The meeting did then reconvene at 3:37 p.m., E.T.

EXTENSION AGENT

Extension Agent Roy Lee Carter appeared before the Board and gave a PowerPoint presentation on the University of Florida Extension Agent.

PLANNING DEPARTMENT

Planner David Richardson appeared before the Board and discussed his duties as the County Planner, stating that his primary duty is to administer the Growth Management Act per Florida Statute 163 Part II, which includes (1) Gulf County Comprehensive Plan (Comp Plan) and its elements, (2) Gulf County Land Development Regulations, and (3) Planning and Development Review Board. He reported on some of his secondary responsibilities as (1) administer the National Flood Insurance Program as County Floodplain, (2) administer the Community Rating System that allows reduction to flood insurance policies, (3) support Emergency Management in implementing the Comprehensive Emergency Management Plan, (4) support the Building Department in permitting and code enforcement, (5) support the Grants Department with Comp Plan policy inquiries, (6) oversee the audio-visual equipment for the BOCC meeting room, (7)

respond to request from insurance companies and the public regarding fire protection, (8) support G.I.S. with mapping, and (9) support the BOCC, Chief Administrator, and other departments as needed.

CHIEF ADMINISTRATOR

Chief Administrator Butler appeared before the Board and gave a PowerPoint presentation for the overall status of the County. He discussed some of the different ordinances for the County, and reported that the Budget for last year was \$38,806,000.00, and the Budget for this year is \$33,506,224.00, with a total Budget reduction of \$5,299,776.00 and total Ad Valorem reduction of \$2,775,287.00. Chief Administrator Butler reported on the cuts throughout the entire County, and the work items for the County.

JAIL

Jail Administrator Michael Hammond appeared before the Board and reported that the current capacity at the Jail is 90 inmates, stating that they no longer house female inmates (they are housed in Bay County), and the current population today at the Jail is 26 inmates. He reported that the current Budget is \$1.2 million, stating that is a 14% reduction from two years ago. Jail Administrator Hammond reported that the biggest problem is with inmate medical, stating that budget is unknown. He discussed some concerns, stating that the hourly rates for the Correctional Officers need to be reviewed. Jail Administrator Hammond reported that the County pays \$41.00 per day for female inmates to be housed in Bay County. Commissioner Yeager stated that Mr. Hammond has done an excellent job with the Jail.

COUNTY ATTORNEY

County Attorney Novak informed the Board that the Beasley Allen Law Firm will be here next week to discuss the B.P. pending litigation.

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

Deputy Administrator Lanier discussed the L.I.P., stating that there is an outstanding invoice due for the third quarter, in the amount of \$873,000.00, with no guarantee that this will come back to Gulf County.

There being no further discussion, the meeting did then adjourn at 5:28 p.m., E.T.

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

**ATTEST:
REBECCA L. NORRIS
CLERK**

PORT ST. JOE, FLORIDA**JANUARY 11, 2011****SPECIAL MEETING**

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

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, Chamber of Commerce Director Sandra Chafin, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Human Resource Director Denise Manuel, Planner David Richardson, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and T.D.C. Secretary Kellie Novak.

Chairman McLemore called the meeting to order at 5:00 p.m., E.T.

ECONOMIC DEVELOPMENT COUNCIL

Commissioner Yeager discussed over the past several weeks he has had a conversation with a lot of people (E.D.C., Chamber of Commerce, Port St. Joe Downtown Re-development Agency, T.D.C., Port Authority, Etc.) involved with Economic Development in this community, and one of the ongoing themes is to figure out a consolidated effort to have everyone at the table to know what is going on, stating that there has been a lot of friction between one group to the next, which does not make a good efficient way to do business as economic development. He stated that things have to be handled different than in the past because funding is short. Commissioner Yeager discussed consolidating all agencies, form a committee and have the committee come back with a recommendation to this Board.

Tom Graney, of E.D.C. appeared before the Board and discussed that the E.D.C. works for the Board of County Commissioners, and presented a list of the E.D.C. members to the Board. He reported that they are open to discussion on consolidation, stating that E.D.C. has made a lot of strides in economic development as well as T.D.C., Chamber of Commerce, Port Authority, and the C.R.A.

Matt Fleck, Port St. Joe Downtown Redevelopment Agency, appeared before the Board and discussed that this Board is aware of the goals and objectives of the Redevelopment Agency, stating that it is to re-invest tax dollars from property owners within the C.R.A. boundary back into the same district. He stated that most of their economic development efforts have been in supporting the existing property owners and existing businesses in town through grants and infrastructure improvements. Mr. Fleck reported that Florida Statute controls and designates the way their money is to be spent. Upon inquiry by Mr. Fleck, Commissioner Yeager stated that the goals are to have all agencies at the same table, communications, and efficiency.

Bobby Pickels, Vice President of the Chamber of Commerce, appeared before the Board and reported that the Chamber has discussed this and they are open to conversation of some sort of consolidation.

Johanna White, of The Port Authority, appeared before the Board and reported that they would like to be a part of the consolidation, stating that they have a lot of resources, and if everyone is under one umbrella it would be more efficient for this County.

Chairman McLemore discussed that this looks like it is on the right path. Commissioner Yeager recommended forming a committee consisting of the Chairman from each council/agency (or their designee) along with Chief Administrator Butler, and to present an organizational chart that will work for E.D.C. back to this Board within two weeks.

City of Port St. Joe Mayor Mel Magidson appeared before the Board and discussed that he would like to have the City of Port St. Joe at the table because many of the Chamber of Commerce members are within the City limits of Port St. Joe, and also two of the prime resources of the E.D.C. are within the City limits of Port St. Joe. Chairman McLemore requested that the City Managers from Port St. Joe and Wewahitchka be placed on this committee. Chairman McLemore requested for Tom Graney to contact Don Minchew to serve on this committee.

Commissioner Williams discussed that this is a crisis, stating that all agencies need to be represented, and everyone needs to put their swords down and work together to help this County.

Commissioner Smiley discussed that he is glad to hear everyone wants to come together and work together to get the job done.

Commissioner Yeager motioned to institute a committee consisting of the Chairman from the five Institutions or their designee, the City Managers from Port St. Joe and

Wewahitchka, and Chief Administrator Butler. Commissioner Williams seconded the motion. Upon inquiry by Clerk Norris, Commissioner Yeager reported that the committee will be the Economic Development Initiative. The motion then passed unanimously.

Commissioner Williams thanked Johanna White for the involvement of The Port Authority. Commissioner Yeager discussed that there are a lot of people in our region that supports the economic development of The Port, stating that The Port is a critical piece of economic development for this region.

Tom Graney appeared before the Board and discussed two opportunities that are critical for the future of this County which are The Port and Green Energy. Mr. Graney discussed the funding sources for the E.D.C. beginning in 2009, through the present. He stated that they would like to get the balance of their \$30,000.00 appropriation as quickly as possible to continue with the program for this year. Mr. Graney reported that it is a cash flow issue, not a funding issue, and they are trying to figure out how to operate with the \$30,000.00. Commissioner Williams requested itemized bills from E.D.C., to be paid contingent upon review of Chief Administrator Butler; instead of handing over the balance. Commissioner Williams stated he would like to use the balance for the new committee's purpose. Commissioner Yeager stated that Mr. Graney needs to give it two weeks for the committee to bring back a recommendation. Mr. Graney discussed that he is not happy with submitting their bills to Mr. Butler to be paid; stating that it is not setting a good precedent. After further discussion by members of the Board, Chairman McLemore called for a motion to release the balance of the E.D.C. funds (\$12,127.75) and it failed due to a lack of motion.

There being no further business, and upon motion by Commissioner Yeager, the meeting did then adjourn at 5:42 p.m., E.T.

**CARMEN L. MCLEMORE
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

PORT ST. JOE, FLORIDA**JANUARY 11, 2011****REGULAR MEETING**

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Carmen L. McLemore, Vice Chairman Warren J. Yeager, Jr., and Commissioners Ward McDaniel, Bill Williams 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, E-9-1-1 Coordinator Ben Guthrie, Gulf County E.M.S. Director Houston Whitfield, 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 McLemore led the Pledge of Allegiance to the Flag.

2010 CHAIRMAN

Chairman McLemore passed the Chair to the new Chairman for 2011. Chairman Yeager presented a plaque to Commissioner McLemore for the 2010 Chairmanship.

CONSENT AGENDA

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

1. Approval of Checks and warrants for December, 2010 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Bid Advertisement – Public Works (Sale of 1977 Ford LT-9000 Lowboy Truck * #70-529 * VIN #U90FVZ09328)

3. Easement – Grain Bin Road (Drainage Ditch)

Easement – Progress Energy (280 Cape San Blas Road)

4. Inventory – Clerk (Junk * #10-295 * Canon NP6030 Copier)

- Public Works (Junk * #70-529, #25-188, #25-119, #25-125, #25-141, #25-169, #25-174, #25-171, #25-128, #25-185, #28-1, #70-617, #70-676, #70-503, #70-541, #70-632, #70-451, #70-571, #70-572, #70-678, #70-487, #70-299, #70-315, #70-316, #70-726, #72-8, #72-9, #75-100, #75-101, #75-105, #75-108, #75-140, #75-57, #75-85, #100-476, #100-475, #100-491, #100-506 #100-552 * Surplused * #72-12, #72-1 * Traded * #100-517 * Sold with Road Department * #100-562, #100-574, #100-450, #100-439, #100-448, #100-449, #100-567, #100-388, #100-421, #100-482)

5. Invoices – County Attorney – Novak Law Group (Invoice * November, 2010 * \$1,007.15 * to be paid from Account #21314-31100 * December, 2010 * \$7,499.95 * to be paid from Account #21314-31100)

- Gulf County Sheriff's Office (K-9 Training * Jerome Williams * \$385.00)

- Gulf County Sheriff's Office (K-9 Training * Joel Oquendo * \$300.00)

- Gulf County Sheriff's Office (600 Child Identification Kits * \$782.00)

- Harrison Rivard – Lobbying Services (Invoice #12086 * \$18,333.00 * to be paid from Account #21111-31300)

- Progress Energy (New service at 280 Cape San Blas Road * WR3502198 * \$1,077.71)

6. Road Closure - (Temporary) – U.S. Highway 98 in the vicinity of Veterans' Memorial Park for the Beach Blast Sprint and Olympic Distance Triathlon and Duathlon (April 23, 2011)

(End)

BID AWARD #1011-06 - PRINTING OF THE GULF COUNTY VISITOR GUIDE

Deputy Administrator Lanier reported that T.D.C. Director Kerigan was unable to attend the meeting tonight because he is stuck in Atlanta due to the weather. Deputy Administrator Lanier discussed the recommendation from the T.D.C. Board for Bid #1011-06 (for the printing of the Gulf County Visitor Guide), stating that their recommendation is Interstate Printing and Graphics, Inc, in the amount of \$24,773.00. Chairman Yeager discussed that there were local bidders, but not within the 7% local bidder policy. Commissioner Williams discussed that we need to try and help the local businesses. Upon inquiry by Commissioner Williams, County Attorney Novak reported that he attended the T.D.C. Board meeting last week, stating it was outside the scope, outside the local bidder preference and highly recommended by the Marketing Consultant for Interstate Printing and Graphics, Inc., due to the quality and pricing. Commissioner Williams motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously.

9-1-1 EQUIPMENT CONTRACT

County Attorney Novak requested approval and permission for the Chairman to sign a proposed 9-1-1 equipment contract, contingent upon County Attorney review. Commissioner McLemore motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously.

BEASLEY ALLEN LAW FIRM – BRITISH PETROLEUM CLAIM – DEEPWATER HORIZON OIL SPILL

County Attorney Novak reported that David Burn, of Beasley Allen Law Firm is here today working with County Staff concerning the B.P. claim for the Deepwater Horizon Oil Spill, and recommended for the Board to appoint a Liaison to work with Beasley Allen, and the County Attorney, to keep the Board informed on the litigation. Commissioner McDaniel motioned to appoint Commissioner Williams as the liaison for the County. Commissioner Smiley seconded the motion, and it passed unanimously. David Burn, of Beasley Allen Law Firm appeared before the Board and reported that they have had a very productive day and fourth quarter of 2010. He recognized Ed Sauls, of Jackson Thornton Firm, Ashley Taylor, CPA of Jackson Thornton Firm, Margaret Enfinger, of Beasley Allen Law Firm. Mr. Burn stated that they have also hired Professor Charles Snath from the University of Central Florida to take the historical data

and come up with forward projections. Mr. Burn thanked Clerk Finance Officer Hand and Deputy Administrator Lanier for their assistance. Mr. Burn reported that Gulf County has not filed any type law suit for the Deepwater Horizon Oil Spill, stating that would be at a later date, if needed. County Attorney Novak reported that all the County Staff has been very helpful in this process and thanked everyone for their hard work.

SIGN ORDINANCE

Chief Administrator Butler discussed the County sign ordinance that has had a moratorium on it for the past few years; stating that John Reeves has requested a waiver of the moratorium to be able to keep his sign on a trailer located on Highway 71 in Wewahitchka until he receives a permit from D.O.T. Chief Administrator Butler recommended approval of the waiver for John Reeves. Commissioner McDaniel motioned to proceed with the waiver. Commissioner Smiley seconded the motion, and it passed unanimously. Chairman Yeager requested for Commissioner Smiley to work with County Staff on revising the sign ordinance.

BID AWARD #1011-05 - STUMPHOLE REVETMENT PROJECTS – PHASE II AND PHASE III

Chief Administrator Butler stated that he and Bill Kennedy, of Preble-Rish, Inc. met with IC Contractors (low bidder) on the Stumphole Revetment project, and there were three parts to this project; mobilization Phase II and Phase III, (Phase II being paid by C.D.B.G. funds, and Phase III being paid by H.M.G.P. funds), stating that of all three phases IC Contractors were the low bidders. Chief Administrator Butler recommended issuing a Notice to Proceed; stating that the mobilization phase is \$39,876.00, Phase II is \$3,787.97 per lineal foot (\$1,045,291.70), and the Phase III (H.M.G.P. portion) is \$857,133.60. Commissioner McLemore motioned to approve this recommendation. Commissioner Williams seconded the motion for discussion. Upon inquiry by Commissioner McDaniel, Chief Administrator Butler stated that there will be a change order to decrease the amount to equal the amount of money available for this project. Chairman Yeager stated that this project is funded by three different grants, and that D.O.T. has provided funds. The motion then passed unanimously.

S.C.R.A.P. FUNDING – RESURFACING - ST. JOE BEACH AREA

Chief Administrator Butler reported that the County received S.C.R.A.P. funding due to changes in the Legislature rules last year for the resurfacing of Americus Avenue, Alabama Avenue, Georgia Avenue and Court Street, and recommended the Chairman sign and execute the four agreements. Commissioner Williams motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously. Chairman Yeager stated that S.C.R.A.P. funds are State D.O.T. funds,

stating that they awarded \$3.2 million to the District 3 Region, and Gulf County received \$1.2 million of this funding.

S.C.R.A.P. FUNDING – RESOLUTIONS

Chief Administrator Butler discussed the proposed Resolution for the resurfacing of Americus Avenue, Alabama Avenue, Georgia Avenue, and Court Street and recommended approval. County Attorney Novak read the proposed resolutions by title for the resurfacing of Americus Avenue, Alabama Avenue, Georgia Avenue, and Court Street. Commissioner Williams motioned to adopt the proposed resolutions for the resurfacing of Americus Avenue, Alabama Avenue, Georgia Avenue, and Court Street. Commissioner McLemore seconded the motion, and it passed unanimously.

RESOLUTION NO. 2011-01

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.R.A.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, Gulf County has certified to the F.D.O.T. that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 429967-3-58-01 for costs directly related to resurfacing of Alabama Avenue from Nautilus Drive to Georgia Avenue.

ADOPTED this 11th day of January, 2011.

(End)

RESOLUTION NO. 2011-02

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.R.A.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, Gulf County has certified to the F.D.O.T. that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 429967-2-58-01 for costs directly related to resurfacing of Americus Avenue from Seashore Drive to Oak Street.

ADOPTED this 11th day of January, 2011.

(End)

RESOLUTION NO. 2011-03

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.R.A.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, Gulf County has certified to the F.D.O.T. that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 429967-4-58-01 for costs directly related to resurfacing of Court Street from S.R. 30 (U.S. 98) to Americus Avenue.

ADOPTED this 11th day of January, 2011.

(End)

RESOLUTION NO. 2011-04

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.R.A.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, Gulf County has certified to the F.D.O.T. that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 429967-1-58-01 for costs directly related to resurfacing of Georgia Avenue from Ponce de Leon Street to Alabama Avenue.

ADOPTED this 11th day of January, 2011.

(End)

BID AWARD #1011-04 - CAPE SAN BLAS BIKE PATH - CONSTRUCTION/ENGINEERING/INSPECTION

Chief Administrator Butler discussed the proposals received for the Cape San Blas Bike Path, stating that the County Engineers designed this project and they cannot inspect

their own work, stating that we received four proposals and they were ranked by himself, Grant Writer Towan Kopinsky, and Deputy Administrator Lanier. He reported that the number one ranking is Greenhorne & O'Mara, and requested permission to negotiate a price with them and bring back an amount at the next meeting. Commissioner McDaniel motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

CONSOLIDATION SITE

Chief Administrator Butler reported that he, Building Official Collinsworth, and Brian Cathey, of Cathey Construction and Development met concerning the consolidation site at Howard Creek, and recommended a final pay request from Cathey Construction and Development on this project as a buy-out for Cathey Construction and Development to leave this site; stating that at some point the Board will have to decide if you want to erect the building somewhere else or do nothing. Upon inquiry by Commissioner McLemore, Building Official Collinsworth reported that the current total amount due on this project is \$63,881.00, and recommended to get with the Clerk and make sure this is the final payment amount before payment is made. Commissioner Williams motioned to approve this recommendation, and to pay from the infrastructure funds. Commissioner Smiley seconded the motion for discussion. Upon inquiry by Commissioner McDaniel, Building Official Collinsworth reported that the only payments that have been made were for the design of the building and some miscellaneous materials and that the \$63,881.94 is to settle-up on this project. Brian Cathey, of Cathey Construction and Development appeared before the Board and discussed that the pay request which Chief Administrator Butler has is billing for the work that has been done through today. He reported that this project started in 2009, and the building sat on the loading docks until the point that the Company the building was purchased from said "we are sending this building somewhere and you have to deal with it"; stating that they took delivery of the building, and have been dealing with this issue for months. Mr. Cathey stated that this is not about settling; that they have only billed for the work that has been performed at this site. Commissioner Williams thanked Mr. Cathey for working with the County on this issue, stating that this has been a very challenging issue for this Board, and this was an executed document that Mr. Cathey could have held this County responsible for. Mr. Cathey stated that this will be payment in full for everything done at that site. Upon inquiry by Commissioner McDaniel, Chief Administrator Butler reported that if the County furnishes the lowboy, then Cathey Construction will furnish the equipment to move the building, stating that it will cost approximately \$5,000.00. Commissioner McLemore thanked Mr. Cathey for everything he has done for this County. Mr. Cathey reported that there have been a couple of change orders, stating that they were billed at cost to the County. The motion then passed unanimously. Chief Administrator Butler discussed that the County made a direct purchase for the building, and that it will be

moved to the current Public Works Building for storage, but at some point in time the Board will have to decide what to do. Chairman Yeager stated that he will work with Chief Administrator Butler to come up with scenarios of what to do with the building. Clerk Norris informed the Board that the previous motion was not amended to include the cost to move the building to the Public Works site. Commissioner McLemore motioned to pay Cathey Construction \$5,000.00 for the building to be moved from the consolidation site at Howard Creek to the current Public Works site. Commissioner Smiley seconded the motion, and it passed unanimously.

GRANT ACCEPTANCE

Sheriff Nugent requested for Chairman Yeager to sign a grant acceptance for D.A.R.E. supplies as previously approved.

INTERNET SAFETY CLASSES

Sheriff Nugent reported that the Sheriff's Department will be holding internet safety classes for parents and grandparents on Thursday, January 20th, at Port St. Joe Elementary, starting at 6:30 p.m., E.T., and on Thursday, January 27th, at the Wewahitchka Courthouse starting at 6:30 p.m., C.T.

DITCH LANDING ROAD

Commissioner McLemore stated that the Ditch Landing Road has been closed by a hunting party, and should not have been closed, stating that he would like to have the posted signs and gates removed from the road. County Attorney Novak stated that he met with David Harrelson, of the St Joe Company concerning this issue, stating that there was an agreement signed in 2009 between the County and St. Joe Company on the Ditch Landing Road. He reported that there have been some issues with getting the grader past a particular bridge down to the Ditch Landing Road, stating that the bridge has been inspected, and proposed cost projections has been done to repair it. County Attorney Novak stated that the St. Joe Company is willing to honor the agreement so long as the County is prepared to continue that agreement and maintain it. Commissioner McLemore stated that there needs to be some bridge repair. Public Works Director Knee stated that he inspected the bridge and it will cost a couple hundred dollars to repair. Commissioner McLemore motioned to repair the bridge, remove the posted signs and gates from the Ditch Landing Road. Commissioner Smiley seconded the motion for discussion. Upon inquiry by Chairman Yeager, Commissioner McLemore stated that the County maintains the road and landing. After further discussion, the motion then passed unanimously.

HIGHLAND VIEW FIRE DEPARTMENT

Commissioner Williams motioned to dedicate the new Highland View Fire Department in honor of the late Willard Richards. Commissioner McLemore seconded the motion, and it passed unanimously.

INDUSTRIAL PARK SITE

Commissioner Williams discussed that he received a request from the Sheriff's Department to utilize the Industrial Park site at Dalkeith for K-9 training, and motioned to allow them to use this facility. Chief Administrator Butler reported that E.D.C. has been in contact with approximately three different firms who are interested in using the building. Commissioner McLemore seconded the motion, and it passed unanimously.

LEGISLATIVE PRIORITIES

Commissioner Williams reported that he has the Legislative Priorities from the Florida Association of Counties, stating that he will present this to the Clerk for public record and for public inspection upon request.

COUNTY/CITY JOINT MEETING

Commissioner Williams discussed the status of the County/City joint meeting, stating that Mayor Magidson reported in the earlier meeting that they are working on some dates to hold this meeting. Upon inquiry by Commissioner Williams in regards to A.R.P.C. facilitating, the joint meeting, Chairman Yeager discussed that he and Chief Administrator Butler met with City Manager Charlie Weston concerning this joint meeting, and they would like to hold the joint meeting first and set some priorities, and then schedule a meeting with A.R.P.C. to facilitate.

BEACON HILL SEWER TRUNK LINE

Chief Administrator Butler recommended the City and County both ask for the same pot of money to continue the sewer on Beacon Hill; asking the Board to vote tonight and ask the City to go ahead and do the same. Based on Chief Administrator Butler's recommendation, Commissioner Williams so moved. Commissioner McLemore seconded the motion and it passed unanimously.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION DISBURSEMENTS

Commissioner Williams reported that Emergency Management Director Nelson met with N.O.A.A. and other State Agencies concerning disbursements and tactical findings, stating that there are some available websites, and this information will be provided to the Clerk for public record.

TRAVEL – COMMISSIONER DISTRICT 3

Commissioner Williams requested permission to travel to Orlando on January 21, 2011, to attend an Executive Committee Meeting for the Legislative Conference. Commissioner Williams motioned to approve this request. Commissioner McDaniel seconded the motion for discussion. Commissioner McLemore discussed Commissioner Williams' travel for last year, stating that we have Representatives and Legislators to represent this County, and the tax payers are not suppose to pay for all this travel. Commissioner Williams discussed that we have to be involved at the State and Legislative level to keep from falling behind. Upon inquiry by Commissioner McDaniel, Chief Administrator Butler reported that Gulf County has received a lot of funds because of Chairman Yeager and Commissioner Williams sitting in the District 3 D.O.T. Office in Chipley. The motion then passed 4 to 1, with Commissioner McLemore voting no.

COUNTY WIDE VOTING

Commissioner Smiley discussed that all he is hearing is we need to cut and not having the money to do this or that. Commissioner Smiley discussed that at a previous November 23, 2010 meeting Commissioner Williams motioned to check into the County Wide voting issue. Commissioner Smiley stated that the County has cut back on its citizens; there are things (jobs) that need to be done in each district that we don't have the money to do and this County does not have the funds for a bunch of lawyers to fight this issue; and I will fight you on this, he stated. Commissioner Williams reported that he can repeatedly show the ineffectiveness and waste caused by the independent ideologies of single-member districts, stating that this would make this Board work as one unit; reiterating that this County has repeatedly voted for County Wide voting. Commissioner Smiley discussed the possibility of putting this issue back on the ballot. After further discussion by members of the Board, County Attorney Novak reported that he has spoken to two different firms regarding this issue, and he is waiting on proposals from the firms to bring a report back to this Board.

PUBLIC WORKS

Commissioner McDaniel discussed the Public Works site located behind the Courthouse, stating that there is no security for this facility, and this needs to be secured. Chairman Yeager discussed that the fence has already been purchased for this facility. Commissioner McDaniel motioned to put the fence back up (6 foot) at the Public Works facility (10 acres) with three strands of barb wire around the top. Commissioner McLemore seconded the motion, and it passed unanimously.

SAULS CREEK ROAD

Upon inquiry by Commissioner McDaniel, Chief Administrator Butler reported that Dan Garlick, of Garlick Environmental reapplied for the D.E.P. permit on January 6, 2011, stating that he spoke with the Northwest Florida Water Management District, who also stated that a permit from the Corp of Engineers is required. He reported that N.W.F.W.M.D. previously notified Garlick Environmental that there would have to be granite rock used on this road, and they have now backed off the idea of granite rock, stating they might issue the previous requested permit using the existing material.

BOARD POLICIES

Chairman Yeager reported that he is going to be working on Handbook of Board policies. He stated that there are several items he wants to clean up, and will be requesting the other Commissioners at the next meeting to assist in this process.

HEALTHCARE / INSURANCE

Chairman Yeager requested for Commissioner Williams to work on the healthcare and insurance issues, stating that he will be more specific at the next meeting.

RIFLE RANGE

Chairman Yeager reported that the current rifle range has grown to over 500 hundred members, stating that they have leased the land from the St. Joe Company on a yearly basis, and they have lost some of their land due to the St. Joe Company selling to D.O.T. Commissioner Yeager stated that he is looking for additional property, and will be working with the St. Joe Company on this issue.

ANIMAL CONTROL

Raymond Wood appeared before the Board and stated that he was bit by a dog on November 20, 2010, and discussed the details involving this incident. Mr. Wood requested Commissioner Williams to check into this issue. Chairman Yeager requested Commissioner Williams to work with County Attorney Novak on the Animal Control Policies and Procedures. County Attorney Novak requested to speak with Mr. Wood after the meeting.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 7:18 p.m., E.T.

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

**ATTEST:
REBECCA L. NORRIS
CLERK**

PORT ST. JOE, FLORIDA

JANUARY 25, 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, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Public Works Director Joe Danford, Assistant Public Works Director Bobby Knee, Sheriff's Office Major Bobby Plair, Sheriff's Office Captain Ricky Tolbert, and T.D.C. Director Tim Kerigan.

Sheriff's Office Major Plair 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 Smiley, and unanimous vote, the Board approved the Consent Agenda as follows:

1. Minutes – November 30, 2010 – Special Meeting
- December 14, 2010 – Regular Meeting
2. Bid Award #1011-07 - South Gulf County Volunteer Fire Department (1st
Attack Conversion \$56,235.00 and Ford F450 Chassis
\$31,327.00)
3. Inventory – Public Works (Junk #75-20)
4. Invoices - Florida Department of Revenue Reimbursement Invoice
Unemployment Benefits (Clerk * \$372.45 * to be paid
from Account #347511-25000 * Board * \$17,225.99 *
to be paid from Account #347511-25000)

(End)

**BID AWARD #1011-08 – 2010 COUNTY INCENTIVE GRANTS PROGRAM (C.I.G.P.)
ROAD PAVING PROJECT**

Grant Writer Kopinsky reported that the County received two C.I.G.P. road paving grants; one for Old Bay City Road and one for Iola Landing Road. Her recommendation was to award bid #1011-08 to GAC Contractors, Inc. (low bidder), contingent upon negotiating with the contractor on bid amount and scope of work, stating that the bid exceeds the grant amounts. Commissioner McLemore motioned to approve her recommendation; awarding to the low bidder, contingent upon negotiations not to exceed the grant amount. Commissioner Williams seconded the motion for discussion. Upon inquiry by Commissioner Williams concerning awarding the bid and not exceeding the grant amounts, County Attorney Novak stated that would be acceptable. Upon inquiry by Commissioner McDaniel, Grant Writer Kopinsky reported that 4 bids were received, with GAC Contractors, Inc. as the low bidder at \$1,717,371.16. Upon inquiry by Commissioner McLemore, Grant Writer Kopinsky reported the amounts of the four bids as (1) GAC Contractors, Inc. \$1,717,371.16, (2) Anderson Columbia \$1,753,004.37 (3) C.W. Roberts \$ 1,820,437.82, and (4) Triangle Construction \$1,951,630.00. Commissioner McLemore stated that there is approximately a \$30,000.00 difference between the first bidder and second bidder. Upon inquiry by Commissioner McDaniel, Chairman Yeager reported that GAC Contractors are the low bidder so there would be no local bidder preference. Grant Writer Kopinsky reported that it is normally a 50/50 grant, but the State waived the match due to Gulf County being a critical area of economic concern. There being no further discussion, the motion then passed unanimously.

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

Grant Writer Kopinsky discussed item #5 (page 22) of the Agenda, stating that this is a proposal from Preble-Rish, Inc. to do the construction, engineering and inspection on resurfacing roads at St. Joe Beach. She stated that this is 100% funded (no match) through a S.C.R.A.P. grant. Commissioner Williams requested to table this proposal until the next meeting.

INVENTORY – PUBLIC WORKS – ADVERTISE TO SALE

Assistant Public Works Director discussed that the Board approved at a previous meeting to junk some of the old vehicles at Public Works, and requested permission to advertise to sale these vehicles with a minimum bid amount of \$500.00. He stated that there is also an old Gulf County Search & Rescue vehicle that has been previously

junked and requested permission to sale this with a minimum bid amount of \$500.00. Assistant Public Works Director Knee also requested permission to get quotes from junk yards and sell the vehicles to them if no bids are received. Commissioner Smiley motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously. Upon inquiry by Assistant Public Works Director Knee concerning putting the funds in the General Fund or in Public Works fund, Commissioner Williams stated they will look at this when the funds are received. Chairman Yeager stated that normal procedure is to place it in the General Fund, but they will work something out. Planner Richardson requested to use the vehicles for JAWS of Life training if no offers/bids were received. Clerk Norris stated that you can give them to other Governmental Agencies.

R.V.'S AND PARK HOMES – P.D.R.B.

Planner Richardson discussed a memorandum presented to the Board requesting permission for the P.D.R.B. to review the R.V.'s and park homes located in the County for the Land Development Regulations (L.D.R.). Chairman Yeager requested for the P.D.R.B. to bring a recommendation back before the Board. Commissioner Williams requested for the P.D.R.B. to reach out to the Realtors Association and different public components for review on this issue.

BEASLEY ALLEN LAW FIRM – DEEPWATER HORIZON OIL SPILL LITIGATION - TRAVEL

County Attorney Novak reported that the Beasley Allen Law Firm was here last week, stating that they have provided an update on Gulf County as well as the other Counties, and they are providing himself and the County Liaison Commissioner Williams with the updates. He reported that the Firm will be back in February to provide an update to the Board. County Attorney Novak stated that the Seven Counties Oil Response Task Force will be meeting in Okaloosa County on February 4th, stating that Beasley Allen Law Firm requested that he, Chief Administrator Butler and Commissioner Williams attend this meeting. Chairman Yeager reported that he received letters from claimants requesting a letter from the County to help the process of their claims. Chairman Yeager requested for County Attorney Novak to contact Beasley Allen Law Firm to provide this letter. Commissioner Williams moved for approval for he, County Attorney Novak, and Chief Administrator Butler to travel to Okaloosa County on February 4th to attend the Seven Counties Oil Response Task Force meeting. Commissioner McDaniel seconded the motion, and it passed unanimously.

COUNTY WIDE VOTING

County Attorney Novak reported that he explored the issue of County Wide Voting with firms that handle this in the Northern Florida District of Federal Court and the cost to this

County on behalf of the Commissioners. He reported that there would need to be a Motion to Vacate or to Modify the Consent Decree which has been in place in this County for over twenty years, stating that these Firms are well versed in the Northern District of Florida. County Attorney Novak reported that they have had these Firms address in writing to he and Chief Administrator Butler the projected timing and cost, stating that the actual Motion to be filed on behalf of Gulf County will be filed after there is initial expert analysis data collected. He reported that this data collected would include previous elections over the last twenty years, interviews with current and past County Commissioners and other elected officials, and other County officials in compiling that data. County Attorney Novak reported that following that data analysis there would be a motion filed with the Federal Court, followed by a Bench Trial scheduled by the Judge, and that it would probably be filed eight to ten months after that initial three to four month period of data collection, stating that, at the very least it will be a twelve month process. He reported that the variables that will be difficult for this Commission and these Attorneys, and will be based on the level of opposition to it. He reported that models have been provided in other Counties in Florida that have explored this issue in the past, stating that with no opposition; a motion was filed and it went before the Court; taking about 8-10 months. County Attorney Novak stated that the attorneys who had no opposition gave a more accurate projection of the fee structure and timing. County Attorney Novak reported that based on the expert analysis, the cost will be between \$20,000.00 to \$25,000.00 from the Attorney's and their Firms, stating that is when they hire that expert to go out and get the data. He stated that if it is unopposed, the average cost will be between \$50,000.00 and \$60,000.00 for the Attorney's fees to file that motion, seek a modification, or to vacate that consent decree for District wide voting. He reported that if there is opposition then it goes up in terms of the level and scale, stating that the level of opposition is anticipated at the \$175,000.00 window for Attorney fees. Far extreme, well organized and well funded opposition to this can be as much as \$250,000.00; pushing out the time line and when the County can get a response from a Judge, Novak explained. County Attorney Novak reported that he can go into much greater detail and answer questions, but the contacts have been made and we have the information, stating that he will be happy to speak and meet with each Commissioner individually to discuss particular questions in regards to the process. Commissioner Williams stated that Commissioner Smiley articulated his argument quite well, stating that he is certainly sensitive to the cost variables that are there. Commissioner Williams stated that having discussed it pretty much at length, having talked about the upfront cost versus the historical direction, and the mandate of our folks, he felt the County had no choice but to move forward. He further stated that he felt it was incumbent upon this Board to work with the community and move forward with the Federal review as the first step; having the Judge look and see if the same variables exist as they did twenty plus years ago. Commissioner Williams stated that his

goal is to work with Commissioner Smiley, work with the community, his district, Commissioner Smiley's district and all districts because this is a County issue, and let it be basically as they say, "its day in Court" without opposition so there is no adverse taxpayer dollars, then make a decision based on what the Court finds. Commissioner Smiley stated that he understands everything Commissioner Williams said, but gathers that he wants to go out and spend money, and he feels that with past layoffs and tremendous cuts made by the Board, this is not something that the Board really has to work on right now. He stated that to tell employees that have dedicated their lives to the County for fifteen, twenty or twenty-five years that you are about to go out and take a chance on spending money that might not make it all the way through is a slap in the face to those who were laid off from work. Commissioner Smiley stated he does not understand why we are so into spending this money that we do not have. Commissioner Smiley stated that he checked the budget and the money is not there; not unless you are planning on raising property taxes. Commissioner Smiley informed the Board that he plans to stand up against it and advised them not to even look at the \$25,000 or \$60,000; it will be anywhere from \$175,000 to \$250,000. Commissioner Smiley stated that the County does not have the money and requested the Board to set it to the side until they get the money and then they can discuss it later. Commissioner Smiley stated that the County cannot spend money that it does not have; it's that simple. Chairman Yeager requested for County Attorney Novak to meet with each Commissioner individually and talk this out and come back at the next Board meeting and they will decide how to proceed, whether it is to (1) commit the dollars we have to find them somewhere or, (2) budget the money for next year, and how to proceed from there. Upon inquiry by Commissioner Smiley, Chief Administrator Butler stated that (1) no money was budgeted for this project, and (2) there are only two budgets (line items) to take this from; one being reserve for contingencies and the other being cash to be carried forward. Mr. Butler stated that the Board does not have an emergency fund, so there is only the reserves (for contingencies), and the other fund (line item) is cash to be carried forward, which is not intended to be spent this year and recommended the Board budget the money in the upcoming budget session.

ANIMAL CONTROL – RAYMOND WOOD

County Attorney Novak reported that he met with Raymond Wood, stating that Mr. Wood has provided him with some information, and this has been discussed with Commissioner Williams. He reported that the County is in the process of some policy and Board reviews, and that he is waiting on information from Mr. Wood.

DITCH LANDING ROAD

Chief Administrator Butler reported that the gates and signs are still up on Ditch Landing Road. County Attorney Novak reported that he spoke with David Harrelson of St. Joe

Timberland Company since the last meeting, stating that the Board authorized the repair and continual maintenance of the Ditch Landing Road and repairs to the bridge. He reported that Mr. Harrelson has over 130 pages of easements that were recorded with several of the parcels that lead down to the creek, stating that one of those parcels they are still reviewing from a conveyance to St. Joe Company to Wimico Timber, and before any action is taken by St. Joe they want to make sure they are proper and measured in their steps. County Attorney Novak stated that before anything is removed from that road or moved to another parcel, they want to make sure the proper easements are in place. Chief Administrator Butler reported that their intent was not to take the gates down until instructed by the County Attorney.

ECONOMIC DEVELOPMENT

Chief Administrator Butler discussed that he was instructed by the Board at a previous meeting to meet with the D.R.A., the E.D.C., the T.D.C., the Chamber, and The Port Authority to try and work out how to save some money and to facilitate communications between all the Agencies; stating that everyone agreed to the need for additional communication. He discussed the Agencies desire to set up some organization, and some form of consolidation of the Chamber and E.D.C. Chairman Yeager scheduled a special meeting for Wednesday, February 2, 2011, at 5:00 p.m., E.T. to discuss Economic Development.

COUNTY/CITY JOINT MEETING

Chief Administrator Butler reported that the City of Port St. Joe has requested for the Board to consider the County/City joint meeting to be held on Thursday, February 17, 2011 at 10:00 a.m., E.T. in the E.O.C. Building. Commissioner Williams motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously. Commissioner Williams discussed a joint resolution between the County and City concerning Legislative issues that they are working on together. Chairman Yeager directed Chief Administrator Butler to meet with City Manager Weston to come up with an agenda.

S.H.I.P. FUNDS

Chief Administrator Butler discussed the S.H.I.P. funds, stating since 1992 the County has loaned out S.H.I.P. money, and a lot of times there is a S.H.I.P. second mortgage on a piece of land. He reported that the owner could probably short sale or get rid of the land, short of foreclosure, stating that the County may be able to recapture some of this money, and requested for County Attorney Novak to review and bring back to the Board. The Board had no objections.

CONSOLIDATION SITE BUILDING

Chief Administrator Butler discussed that the Board has discontinued work from the consolidation site on the Howard Creek Road, stating that the building (direct purchase) cost approximately \$64,000.00, and the Board needs to decide whether they want to erect the building here in Port St. Joe, sale it, or store it. He reported that it would cost approximately \$134,000.00 to erect the building on the current Public Works site, and requested direction from the Board on this project. Chairman Yeager stated that the building needs to be erected to protect the integrity of the building, reporting that the money is already budgeted for the erection of this building. Commissioner McLemore stated that the building needs to be stored and the County does not need to spend the money at this time. Commissioner Williams discussed the need to look at the options to sale or store this building at this time. Upon inquiry by Commissioner McDaniel, Assistant Public Works Director Knee stated that there are some old tin sheds used to park trucks under that could be used to store the building, but the trucks would be out in the weather, stating that some of the trucks are mosquito control trucks with sprayers which have to be under a shed. Upon inquiry by Commissioner McDaniel concerning proper storage of the building, Assistant Public Works Director Knee stated that it could be placed on wooden pallets to keep it off the ground, and then cover it with tarps. Commissioner McLemore stated that the County has a 10,000 square foot building at the Industrial Park, and suggested looking into using this space for storage. After further discussion by members of the Board, Chairman Yeager requested for Commissioner Williams, Chief Administrator Butler, and Assistant Public Works Director Knee to review this issue and bring a recommendation back to the Board within 30 days. Clerk Norris reported that several months ago the County considered using the Industrial Park site as the County Public Works department, and it was determined that the County could not use this site for government purpose without paying back the E.D.A. loan. She stated that storage may not be a problem, but to place the Public Works site there would be a problem.

HOWARD CREEK SITE – RIFLE RANGE

Commissioner McLemore requested for the Board to review and consider the former Howard Creek consolidation site as a new rifle range site. Chairman Yeager discussed that he met with members from the rifle range club in moving forward on this project.

V.F.W. SIGN

Commissioner Williams reported that the V.F.W. and Gainous Small Engine Repair have been asked to remove their signs from the right-of-way by D.O.T., and requested Chairman Yeager submit a letter to D.O.T. concerning this issue. Commissioner Williams moved for the Chairman to submit a letter to D.O.T. concerning this issue. Commissioner Smiley seconded the motion, and it passed unanimously.

TRAVEL – DISTRICT 3

Commissioner Williams discussed that he previously requested permission to travel to Orlando on January 21st for a Legislative Meeting, stating that this was for a Joint Officers Meeting through the Executive Committee for the Florida School Board Association, Executive Committee for the Florida League of Cities and Executive Committee for the Florida Association of Counties. Commissioner Williams presented the Legislative changes and an Economic Budget Overview for the record and public review, if needed.

DEEPWATER HORIZON OIL SPILL

Commissioner Williams discussed that the County is trying to assess their environmental impact, stating that our engagement with Beasley Allen Law Firm and working with the State is very critical. He reported that the data should be presented to the Board within a few weeks. Chairman Yeager reported that he received a call from Walton County, stating that they have discovered oil 2 to 3 feet under the sand.

TELEVISED BOARD MEETINGS

Commissioner McDaniel discussed that he has received several calls concerning recent televised Board meetings, stating that the audio and video is really bad. Chairman Yeager stated that everyone needs to speak into the microphones when speaking. Assistant Public Works Director Knee reported that the City of Wewahitchka has a 2 hour time limit on their machine regardless to the length of the Board meeting. County Attorney Novak reported that T.D.C. had a meeting with some of the providers, and will bring a recommendation back before the Board.

SAULS CREEK ROAD

Upon inquiry by Commissioner McDaniel, Chief Administrator Butler reported that per Dan Garlick of Garlick Environmental, the permit application has been re-submitted.

BEACH RESTORATION PROJECT

Upon inquiry by Commissioner McDaniel concerning the beach restoration project, Chairman Yeager stated that there have been issues with permitting and objections from F.W.C., but they have requested a meeting with FEMA on the appeal process and moving this forward.

TRAVEL – DISTRICT 2

Commissioner McDaniel reported that he is going to travel around to different camp site areas (at no cost to the County taxpayers) and work on getting Dead Lakes Park on the plus side, and bring the data back to the Board. Commissioner McDaniel stated that the

County needs to get out of the camp site business, reporting that for every \$2 spent at Dead Lakes Park, the County is only getting \$1 of revenue. Commissioner Williams requested Commissioner McDaniel draft a letter with the specifics, and this can be mailed out to all 67 Counties to see what they are doing.

CODE ENFORCEMENT

Commissioner McDaniel reported that he has been working with the Code Enforcement Officer throughout District 2; finding that there is an issue with abandoned automobiles and junked vehicles, stating that there are people that will remove these vehicles and pay the owner/resident. He suggested for Code Enforcement to provide a list to the residents for getting help to remove the junked or abandoned vehicles.

ALLEYWAY & ROAD ABANDONMENT

Chairman Yeager discussed the request for abandonment of alleyways or specific areas, and requested permission to establish a policy to forward these request to County Staff to review. Commissioner McLemore requested to be notified of requests in District 1. Chief Administrator Butler discussed State guidelines and having County Staff or Public Works determine the need for the land, and the advertisement and public hearing requirements.

MUNIS SYSTEM – WORK ORDER SYSTEM

Commissioner Williams discussed limitations of MUNIS with the work order system, and requested permission to work with County Staff concerning IT capabilities and bring a recommendation back to the Board. The Board had no objection.

SECURITY

Chairman Yeager reported that he is working with the Sheriff's Department on security issues that have been addressed.

BID #1011-10 – UNIFIED VOICE AND DATA COMMUNICATIONS SYSTEM

Deputy Administrator Lanier discussed the bid for the unified voice and data communications system, stating that the pre-bid conference was held on January 24, with six vendors in attendance. She requested permission to extend the bid and broaden the specifications. Commissioner McDaniel motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

DEAD LAKES PARK

Chief Administrator Butler reported that he spoke with Kenny Strange concerning the work at Dead Lakes Park, stating that based on Board policy, and the Board having previously approved \$5,000.00 for this project; recommended to pay this amount.

Chairman Yeager stated that the Board has already agreed to the \$5,000.00. Commissioner Williams discussed that they can review, stating that Commissioner McDaniel is working on this issue and for he and Building Official Collinsworth to bring a recommendation back to the Board. The Board had no objection.

COUNTY WIDE VOTING

Barbara Radcliff appeared before the Board and discussed that she has watched this Board for over five years, and until the last few meetings it was the same, stating that she has seen the 3/2 vote and money spent in the tax payers opinion, inappropriately. She stated that she is one of the "special interest" as a citizen of Gulf County, stating that she wants to see this Board represent the County as a whole. Ms. Radcliff stated that the five Commissioners control how much money comes out of our citizens pockets, but we only get to vote for 20%, and every citizen of this County should have the right to vote for every Commissioner, stating that way everyone thinks about the entire County. She stated that Commissioner Smiley can control some of the expense by not opposing this issue.

COUNTY/CITY JOINT MEETING

Upon inquiry by Barbara Radcliff concerning the time of the County/City joint meeting, Chief Administrator Butler reported that the meeting was scheduled by he and City Manager Charlie Weston at the direction of the Board. Ms. Radcliff stated that it makes it difficult for the working citizens to attend a mid day meeting, and inquired if the meeting could be changed to the afternoon. Commissioner Williams motioned to give Ms. Radcliff an additional three minutes to speak. Commissioner Smiley seconded the motion, and it passed unanimously. Upon inquiry by Chairman Yeager, Chief Administrator Butler reported that the meeting will be recorded.

There being no further business, and upon motion by Commissioner Williams, the meeting did then adjourn at 7:25 p.m., E.T.

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

**ATTEST:
REBECCA L. NORRIS
CLERK**



FLORIDA DEPARTMENT of CORRECTIONS

Governor RICK SCOTT

Interim Secretary WALTER A. McNEIL

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

http://www.dc.state.fl.us

January 27, 2011

Carmen L. McLemore, Chairman
Gulf County Board of County Commissioners
1000 Cecil G. Costin Sr. Boulevard
Port St. Joe, Florida 32456
(850) 229-6106

Dear Chairman McLemore:

Enclosed for signature are two (2) originals of Agreement #2391 between the Department of Corrections and Gulf County Board of County Commissioners (Participating Entity). This Agreement ensures that Participating Entity will be transporting inmates to the closest Reception Center, thereby reducing travel time and cost to each county.

Please review the Agreement and obtain signature of individual who has signatory authority on page four (4) of both originals. Once the Agreement is signed, please return by express mail both originals of the Agreement to the address referenced below so that Secretary McNeil can sign. Once signed, an original will be provided to you for your records.

Florida Department of Corrections
Bureau of Procurement and Supply
% Sharon Cherry, Room B427
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

If you have any questions regarding the Agreement, the Agreement execution process or the contents of this letter, you may contact me at (850) 410-4048. Thank you for your assistance.

As a reminder, please be advised to include the Agreement number (#A2391) on any future correspondence.

Sincerely,

Handwritten signature of Sharon L. Cherry

Sharon L. Cherry, CPPB, FCCM
Government Operations Consultant II

BCC APPROVED

DATE _____ D.C. _____

Enclosure: 2 originals #A2391

FILED FOR RECORD
REGINALD L. HARRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 FEB - 2 AM 11:16

CONSENT
DATE: LL

**MEMORANDUM OF AGREEMENT
BETWEEN
GULF COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE FLORIDA DEPARTMENT OF CORRECTIONS**

PARTIES

This Memorandum of Agreement (Agreement) is between the Florida Department of Corrections (“Department”) and Gulf County Board of County Commissioners (“Participating Entity”), which are the parties hereto.

The parties are authorized to enter into this Agreement pursuant to Section 944.17, Florida Statutes.

WITNESSETH:

WHEREAS, pursuant to Section 944.17, Florida Statutes, each inmate committed to the custody of the Department shall be conveyed to such facility as the Department shall direct;

WHEREAS, this Agreement ensures that Participating Entity will be transporting inmates to the closest Reception Center, thereby, reducing travel time and cost to each county;

WHEREAS, the Department and the Participating Entity wish to establish guidelines for implementation of the foregoing;

THEREFORE, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on January 17, 2011, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on January 16, 2014. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. SCOPE OF AGREEMENT

The Department and the Participating Entity agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

III. COUNTY DESIGNATION TO RECEPTION CENTER

In order to minimize the driving distance for Gulf County and ensure parity in the number of inmates being processed through the Department’s Reception Centers, the Participating entity shall deliver inmates committed by order of the court to the Department of Corrections as follows:

- Group A Male inmates shall be transported to the Northwest Reception Center.
- Group B Female inmates shall be transported to the Lowell Correctional Institution-Annex (Ocala, Florida).
- Group C Male death row inmates will be delivered to Reception and Medical Center and female death row inmates to Lowell Correctional Institution – Annex.

IV. FINANCIAL OBLIGATIONS OF THE PARTIES

The Department and the Participating Entity acknowledge that this Agreement is not intended to create financial obligations as between the parties. However, in the event that costs are incurred as a result of either or both parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

V. AGREEMENT MANAGEMENT**A. Department's Agreement Administrator**

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Chief, Bureau of Procurement and Supply
 Department of Corrections
 2601 Blair Stone Road
 Tallahassee, Florida 32399-2500
 (850) 488-6671 (telephone)
 (850) 922-8897 (facsimile)

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contact regarding issues arising out of this Agreement.

DEPARTMENT OF CORRECTIONS

Vicki Newsome
 Assistant Bureau Chief
 Bureau of Classification and Central Records, Population Management
 2601 Blair Stone Road
 Tallahassee, Florida 32399-2500
 (850) 488-0984 (telephone)
 (850) 487-8463 (facsimile)
newsome.vicki@mail.dc.state.fl.us (e-mail address)

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

Carmen L. McLemore
 Chairman
 1000 Cecil G. Costin, Sr. Boulevard
 Port St. Joe, Florida 32456
 (850) 229-6106 (telephone)
 (850) 229-9252 (facsimile)
bocc@gulfcounty-fl.gov (e-mail address)

VI. REVIEW AND MODIFICATION

- A. Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.
- B. Modifications to the provisions of this Agreement, with the exception of Section V., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail, (return receipt requested).

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

VIII. OTHER CONDITIONS**A. Institutional Security**

In carrying out the provisions of this Agreement, the Participating Entity must comply with all security procedures as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions", and the Security Requirements for Contractors, attached hereto and herein referred to as "Attachment A".

B. Waiver And Assumption Of Risk

The Department and the Participating Entity are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

C. Confidentiality

The Participating Entity shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and the Participating Entity agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Participating Entity agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Institutions. The Assistant Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Agreement Managers and the Agreement Administrator.

AUTHORIZATION FOR SIGNATURE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution:

SIGNED BY: _____
NAME: Walter A. McNeil
TITLE: Secretary
Department of Corrections
DATE: _____

SIGNED BY:  _____
NAME: _____
TITLE: General Counsel
Department of Corrections
DATE: 1-19-11

Firm Representing: _____

Name of Employee/Vendor: _____

(Print)

DEPARTMENT OF CORRECTIONS

SECURITY REQUIREMENTS FOR CONTRACTORS

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
 - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
 - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
 - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.

- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The department, represented by institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Signature of Employee/Vendor

Date

Signature of Staff Witness

PUBLIC RISK MANAGEMENT OF FLORIDA
3434 Hancock Bridge Parkway, Suite 203
Fort Myers, Fl. 33903
Telephone: 800-367-1705 Facsimile: 239-656-1066

MEMORANDUM

January 14, 2011

To: Gulf County Clerk of Court
Attention: Minutes Department

From: Judith Hearn, Assistant Executive Director
Secretary, PRM Board of Directors

Re: Filing of Intergovernmental Cooperative Agreement for Gulf County BOCC

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 JAN 18 AM 11:38

This memorandum accompanies a copy of an Intergovernmental Cooperative Agreement, together with an Affidavit regarding authenticity, executed by several different governmental agencies throughout the State of Florida for the purpose of providing insurance through Public Risk Management of Florida (PRM). This Agreement, together with the Affidavit of Authenticity is being delivered to you for filing by your Minutes Department in compliance with Florida Statute Section 163.01, the Florida Interlocal Cooperation Act of 1969. A copy of the relevant section of that statute is attached for your reference.

As you will note, the Statute does not define what filing is, for the purposes of this provision. Our research has indicated that because this Agreement is not directly related to real or personal property, that filing is appropriate with your Minutes Department. It is requested that this document, together with the Affidavit as to authenticity, be accepted by the Minutes Department and "filed" pursuant to the Statute.

Should there be any questions or comments regarding this request, please do not hesitate to contact me at 800-367-1705.

Attachments

BCC APPROVED
DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2011 FEB -2 AM 11:16

CONSENT
DATE: DS

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

A CONTRACT AND BY-LAWS

FOR

PUBLIC RISK MANAGEMENT OF FLORIDA



(PRM)

AS AMENDED AND RESTATED THROUGH JANUARY 1, 2011

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
 (A CONTRACT AND BY-LAWS FOR PUBLIC RISK MANAGEMENT OF FLORIDA)
 (PRM)

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ARTICLES OF ASSOCIATION
AND BY-LAWS
OF
PUBLIC RISK MANAGEMENT OF FLORIDA
(PRM)

BE IT KNOWN THAT:

The below named public agency or agencies of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of Florida Statutes Sections 768.28(16)(a), 440.57, and 163.01, Florida Interlocal Cooperation Act of 1969 do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name and Duration

1.1 Name. The name of this association shall be Public Risk Management of Florida referred to hereinafter as the Pool.

Article 2 - Definitions and Purpose

2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Annual Payments": The amount each Member must annually pay to fully fund the cost of the full operation of the Pool.

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year should the "Loss Fund" be exhausted. Once the "Aggregate Excess Insurance" is triggered, any further losses within the "Self Insured Retention" will be paid by this coverage.

"Fiscal Year": The fiscal year of the Pool shall begin on October 1st and end on September 30th.

"Joint Self-Insurance" or "Self-Funded": A self-insurance or self-funded program in which Members agree to annual payments to fully fund the operations of the Risk Management Pool.

"Loss Fund": The fund established to pay claims occurring within the "Self Insured Retention." The "Loss Fund" represents the maximum amount for which the Pool is exposed in a single policy period.

"Maintenance Deductible": The amount paid by the "Member" before the loss is paid by the "Self Insured Retention." This is a nominal amount designed to protect the "Loss Fund" from small claims. The "Maintenance Deductible" applies only to property, automobile physical damage and crime losses."

"Members": The public agencies of the State of Florida which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

"Multi-Loss Coverage": This multiple loss protection limits a loss involving more than one line of coverage from one occurrence (i.e. property, liability, workers' compensation) to one "Self Insured Retention."

"Policy Year": The policy year of the Pool shall be from the date of inception of coverage to the termination of said coverage, or on other dates as approved by the membership in attendance at a scheduled meeting of the membership.

"Pool": Public Risk Management of Florida established pursuant to the Constitution and the Statutes of the State of Florida by this Intergovernmental Agreement.

"Risk Management": A program attempting to reduce or limit casualty and property losses to Members and injuries to employees caused by or arising out of the operations of Members. Where claims arise the Pool will provide processing of claims, investigation, defense and settlement within the financial limits of the Pool as established in accordance with this Intergovernmental Agreement and will tabulate such claims, costs and losses.

"Risk Management Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund property coverages, general liability, automobile liability, professional liability, public officials' liability and workers' compensation, and any other coverage lines approved by the Board of Directors.

"Self-Insurance": The decision by a public agency not to purchase insurance coverage for risks below certain limits; to seek and maintain immunities provided by law for a noninsured public agency; to rely upon its financial capabilities to pay covered losses which occur in case third-party claims are held valid and not barred or capped by available immunities; and to purchase some insurance to protect against catastrophic or aggregate losses. The purchase of liability insurance by the Pool or any of its Members is not intended to, and does not, waive sovereign immunity. Purchase of liability insurance shall only be pursuant to Florida Statutes, which allow for the purchase of insurance by the Pool without the waiver of sovereign immunity by the Pool or any of the Pool's Members and is not pursuant to any other statute of the State of Florida.

"Self Insured Retention": A layer of assumed risk where the pool self-insures a pre-determined amount of loss per occurrence.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

"Standard Member/membership"- a Member with the Pool, who finds several benefits in pooling and who values pricing and the ability to select specific lines of coverage, but who chooses not to participate in loss control and/or loss prevention and/or risk management options afforded Preferred Members.

"Preferred Member/membership"- a Member with the Pool, who finds several benefits in pooling, including the multiple benefits to be achieved in participating in all available lines of coverage, and who chooses to participate on a fee for service basis in loss control and/or loss prevention and/or risk management options not otherwise usually afforded to Standard Members.

2.2. Purpose: The Pool is a cooperative agency voluntarily established by Members as set forth in Florida Statutes Sections 163.01, 768.28 and 440.57 for the purpose of seeking the prevention or lessening of casualty and property losses to Members and injuries to persons or employees which might result in claims being made against Members. The purpose of this Pool is to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer the Risk Management Pool and utilize such funds to defend and protect, in accordance with the Intergovernmental Agreement, any Member of the Pool against liability for a covered loss. The Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Risk Management Pool are funds directly derived from the Members who are public agencies of the State of Florida. It is the intent of the Members entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a Joint Self-Insurance or Self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities there provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Risk Management Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of a statute giving rise to liability or applicability to "insurer", for damages, costs, fees and expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.427 or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management is a non-assessable pool.

Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in the Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement as set forth in Florida Statutes Sections 768.28, 163.01 and 440.57, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents, employees and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of Florida Statutes Section 163.01(9)(a) and all other applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary for the carrying out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to risk reductions.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Risk Management Pool.

3.1.6. To purchase Aggregate Excess Insurance, Reinsurance, Excess Property Insurance, Excess Workers' Compensation Insurance, Excess Liability Insurance, Pollution Insurance, Boiler & Machinery Insurance and Specific Excess Insurance, and any other form of insurance deemed reasonable and necessary by the Board of Directors to promote or serve the powers and duties of the Pool to supplement the Risk Management Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To establish reasonable and necessary loss reduction and prevention procedures, which shall be followed by the Members.

3.1.8. To provide Risk Management services including the defense of and settlement of claims and to have the authority granted by Florida Statutes Section 768.28(16).

3.1.9. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.10. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.11. To sue or be sued as a separate legal entity.

Article 4 - Participation and Term

4.1. Term: The initial term of the Pool shall be from 12:01 a.m. on October 1, 1987 to 12:01 a.m. September 30, 1989. After the initial two (2) year term of the Pool, the term shall automatically be renewed for an additional term of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Withdrawal: So long as the Pool shall continue in existence, any current or new Preferred Member joining the Pool shall remain a Member for an initial two-year term, except a new Member coming into the Pool after the first day of the policy year shall be obligated to be a member for not less than eighteen (18) months. A new Preferred Member's rates will be guaranteed for their initial term.

Any Preferred Member may withdraw from the Pool at the end of the policy year upon serving on the Pool by mail, fax or hand delivery at least sixty (60) days prior written notice. Any Standard Member may withdraw from the Pool at the end of the policy year upon serving on the Pool by mail, fax or hand delivery at least forty-five (45) days prior written notice. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Preferred Member who has served the Executive Director with prior written notice of its intent to withdraw at least sixty (60) days prior to the beginning of the policy year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, by mail, fax or hand delivery no later than ten (10) days prior to the beginning of such policy year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification no later than ten (10) days prior to the beginning of the policy year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing policy year. Provided, however, any Preferred Member who serves written notice of its intent to withdraw from the Pool more than once during any five (5) year period may be required, at the option of the Executive Board, to withdraw from the Pool on the second such notice. Said requirement shall not apply to Standard Members of the Pool. An action to expel a Preferred Member in this manner shall be taken by the Executive Board in the manner described in Article 17 hereafter. Any Standard Member who chooses to withdraw from the Pool shall serve the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable, in writing to the Executive Director by mail, fax or hand delivery a verification as to whether that Standard Member intends to actually withdraw from the Pool at the end of the current policy year. Failure to serve such verification at least forty-five (45) days prior to the beginning of the policy year for which the notice to withdraw is applicable shall be deemed as actual binding consent on the part of the Standard Member to remain a Standard Member of the Pool, binding that Member to the Pool for the ensuing policy year.

4.4. Admission of New Members: The Pool's Executive Board shall establish and periodically review standards and the approval process for the admission of new Members.

Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Board may grant or deny admission to proposed new Members based upon such criteria. Consideration of new Members will be communicated to all PRM Board Members by the Executive Director for any information or feedback that a Member may have regarding the prospective member.

Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool shall commence operations on October 1, 1987.

Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chairman and Vice Chairman: The Board of Directors shall, commencing the 2003 fiscal year, select a Chairman for a three year term. Thereafter, and commencing the 2006 fiscal year, the Board of Directors shall, for all subsequent years, bi-annually select a Chairman to serve a two year term. The term of office for the Chairman shall begin on the 1st day of a fiscal year and expire on the last day of a fiscal year. The Chairman shall preside at all meetings of the Board. The Chairman shall vote on all matters that come before the Board. The Chairman shall have such other powers as he may be given from time to time by action of the Board.

The Board of Directors shall, bi-annually select a Vice Chairman during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chairman shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Vice Chairman shall carry out all duties of the Chairman of the Board during the absence or inability of the Chairman to perform such duties and shall carry out such other functions as are assigned from time to time by the Chairman or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents, non-clerical employees and independent contractors; (2) setting of compensation for all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the acceptance of new Members and expulsion of Members, except that the approval may be delegated to the Executive Board under Article 4 above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of

the operational procedures developed by the Executive Director; (7) approval of educational and other programs relating to risk reduction; (8) approval of reasonable and necessary loss reduction and prevention procedures which shall be followed by all Members; (9) approval of Annual Payments to the Risk Management Pool for each Member; and (10) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Preferred Member shall be entitled to one (1) vote on the Board of Directors. Standard Members have no entitlement to any vote on the Board of Directors, otherwise. Such vote by each Preferred Member may be cast only by the Representative of that Preferred Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of the Representatives present shall be required to pass on any motion. On such matters, the Chairman and the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Member Representatives (or Alternates in their absence) entitled to vote shall pass any action unless such action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5. Representatives: The Representative selected by the Member shall serve until a successor has been selected. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the Member's responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Board and other Committees: The Board of Directors shall establish an Executive Board (known previously in this Agreement as Executive Committee). That Executive Board shall consist of the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, the Treasurer and four (4) Representatives elected by the Board of Directors. The Executive Board shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Executive Board who shall serve on such committees and chair them shall reside with the Chairman of the Board of Directors. The Chairman of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Executive Board shall dictate to the Executive Director the guidelines for authorizing the settlement of claims. The Board of Directors shall, bi-annually, select the four (4) Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the four (4) Representatives shall begin on the first day of a fiscal year and expire on the last day of a fiscal year. The Executive Board shall have the specific authority and power, as afforded herein by the Board of Directors, to grant

binding approval for, and on behalf of, the Pool to bind any and all coverages for both Preferred Members and Standard Members with excess insurers, reinsurers, specific excess insurers, insurance underwriters, insurance wholesalers, insurance brokers and/or intermediaries, and with independent insurance contractors providing and/or affording both insurance and self-insurance coverages to the Pool Members. The Board of Directors shall grant to the Executive Board the authority to approve expenditures, authorize a settlement of claims and suits and take such other action as shall be specifically delegated to the Executive Board.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors, or serving on the Executive Board. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. (Deleted effective June 19, 2009) .

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement to cause a reduction or elimination in the scope of loss protection set out in Article 10 to be furnished by the self-insurance pool derived from payments from the Members, shall require that specific written notice of the proposed change be sent by registered or certified mail to the governing body of the Member and to the Representative serving on the Board of Directors, no less than ten (10) days prior to a meeting of the Executive Board at which this matter is proposed and the amendment as proposed or as amended must receive the approval of at least five (5) out of seven (7) Representatives of the then current Executive Board representing the then Members of the Pool.

6.9.5. In the event of a reduction or elimination in the scope of loss protection as set forth in Article 10 of this Intergovernmental Agreement receives the approval of at least five (5) out of the seven (7) Representatives of the then-current Executive Board as set forth in section 6.9.4, any Member may request, within twenty (20) days of the Executive Board voting to approve such reduction or elimination in the scope of loss protections as set forth in Article 10 of this Intergovernmental Agreement, in writing to the Chairman of the Board of Directors that the Executive Board, at a special meeting,

take official action to affirm, modify or reverse a decision of the Executive Board affecting the reduction or elimination in the scope of loss protection as set forth in section 6.9.4. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer the matter to the Board of Directors.

Any Member who disagrees with the Executive Board's final determination may request in writing, within twenty (20) days of the Executive Board's final determination, that the Board of Directors take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity at a special, or regular, meeting to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the final determination or decision of the Executive Board. Failure on the part of any Member to comply timely with the requirements for appealing the determination by the Executive Board to the Board of Directors within twenty (20) days thereof shall be deemed to be a waiver of all contractual, legal or other rights of appeal by, or on the part of, that Member.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as they apply to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: The Executive Board will establish regular meetings, which shall be held at least four (4) times a year. Regular meetings of the Board of Directors may be held up to four (4) times a year. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each fiscal year, and the Executive Board will establish the tentative times, dates and locations of its regular meetings, and give timely and appropriate prior notice of said meetings to all Preferred and Standard Members. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Board meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors may be called by the Chairman, or by any three Representatives (or in their absence their Alternates). The Chairman, or in his absence, the Vice Chairman, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors, or in his absence, by the Vice Chairman.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest

edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors or by the Executive Board, any instruments which the Board of Directors or Executive Board have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and proposed Risk Management Pool Annual Payment and shall submit such proposals to the Board of Directors, and to the Executive Board.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as he shall be required to do so, he shall present a full report of his activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report quarterly to all Members on all claims filed and payouts made.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.3. Treasurer: The Treasurer shall:

8.3.1. Have charge and custody of and be responsible for all funds and securities of the Pool; cause to be received and given all receipts for moneys due and payable to the Pool from any source whatsoever; cause to be deposited all such moneys in the name of the Pool in such banks, savings and loan associations or other depositories that are recognized as "Qualified Public Depositories" by the State Treasurer operating under Chapter 280 Florida Statutes, as shall be selected by the Board of Directors; cause to be

invested the funds of the Pool as are not immediately required in such securities as the Board of Directors shall specifically or generally select from time to time; and cause to be maintained the financial books and records of the Pool.

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. Nothing herein shall prevent the Treasurer from delegating, in writing, the functions of the office to third parties, whether members of the Board of Directors, employees of the Pool, or third parties, subject to the approval of the Board of Directors. However, the Treasurer shall maintain the control and responsibility for the execution of such functions by such delegates. The Board of Directors shall, commencing the 200 fiscal year, select a Treasurer for a three-year term. Thereafter, and commencing the 200 fiscal year, the Board of Directors shall, for all subsequent years, bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1st day of a fiscal year and expire on the last day of a fiscal year.

8.4. Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chairman of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Risk Management Pool

9.1. Fiscal Year: The fiscal year of the Pool shall commence on October 1, and end on September 30, of each year.

9.2. Budget: The Board of Directors shall approve a preliminary budget for the administration of the Pool. Copies of all preliminary and final budgets shall be promptly mailed to each Member of the Board of Directors. The Board of Directors shall adopt a final budget and determine the amount of the Annual Payment to be made by each Member and the date upon which the payment is due.

9.3. Annual Payment Factors: In determining the amount of the Annual Payment due from each Member, the Executive Board may consider some or all of the following factors:

- 9.3.1. Number of employees;
- 9.3.2. Property values of the Member;
- 9.3.3. Number and type of vehicles owned by the Member and the use made of the vehicles;
- 9.3.4. Population of the geographic area represented by the Member;
- 9.3.5. The payrolls of the Member;
- 9.3.6. Any unusual exposures presented by the Member;
- 9.3.7. The operating expenditures of the Member; and
- 9.3.8. The claims and loss experience of the Member.

9.4. Budget Amendments: Budgets may be amended at any time by majority vote of the Board of Directors.

9.5. Payments – Timing: In subsequent years, the Board of Directors may permit the Annual Payments to be made on a monthly or quarterly basis.

9.6. Retirement Fund Obligations: Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.7. Distribution of Surplus: If, for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting there from reasonable administrative and other non-allocated costs incurred by the Pool in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Annual Payment for that year to the Annual Payments of all Members for such year.

9.8. Audit: The Board of Directors shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles. The annual report shall be delivered to the Chairman of the governing body of each Member.

Article 10 - Excess Insurance

10.1. Specific Excess Insurance: The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amount which shall be approved by the Board of Directors and underwriters, based upon but not limited to the current assets, risk analysis, and loss history of the Pool. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amount which shall be approved by the Board of Directors and underwriters, based upon but not limited to the current assets, risk analysis, and loss history of the Pool. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Multiple Loss Coverage: The Pool may purchase Multiple Loss Coverage in the event a single occurrence involves more than one line of coverage, limiting the occurrence to single "Self Insured Retention."

10.4. Losses: The Risk Management Pool (Loss Fund), the Specific Excess Insurance and any optional Aggregate Excess Insurance purchased, shall provide payment for covered losses in any one policy year for members up to the limits approved by the Board of Directors. Should losses in any one policy year exhaust all available funds provided by the Pool then the individual Member or Members whose judgment or settlement of claim has been perfected under Florida law shall be responsible for any additional payment. The Pool shall make payments in the order in which the judgments against the Pool have been entered or settlement of claims has been reached or other manner established at a meeting by the Board. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay payments to the Risk Management Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Pool reasonable access to all facilities of the Member and all records including, but not limited to, financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against the Member within the scope of loss protection furnished by the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, claims adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all loss reduction and prevention procedures established by the Pool within its purpose or powers.

11.1.7. To report to the Executive Director or his designee within the time limit specified the following items:

11.1.7.1. To provide on or before November 1 of each policy year of the Pool, the Member's renewal application shall be completed by the member as required by the Underwriters.

11.1.7.2. To report, within five (5) days of receipt, any and all statutory notices of claims, as well as summons and complaint or other pleading before a court or agency involving any claim for which Pool coverage is sought.

11.1.7.3. To report, within ten (10) days of receipt, any oral or written demand for monetary relief for which coverage is sought to the Pool Executive Director.

11.1.7.4. To report to the Executive Director at the earliest practicable moment any information of an occurrence, claim or incident received by the Member and from which the Member could reasonably conclude that coverage will be sought by said Member for such an occurrence, claim or incident.

In the event that the items set forth above are not submitted to the Executive Director within the time periods set forth above, the Board of Directors of the Pool, by a vote of a majority of a quorum of the Board, at a regular or special meeting, may in whole or part decline to provide a defense to the Member or to extend the funds of the Pool for the payment of losses or damages incurred. In reaching its decision, the Board shall consider whether and to what extent the Pool was prejudiced in its ability to investigate and defend the claim due to the failure of the Member to promptly furnish timely notice of the occurrence, claim or incident to the Executive Director. The decision of the Board of Directors shall be final. Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.1.8. To make Payment of any "Maintenance" Deductible(s).

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made material misstatement or failed to comply with an underwriting requirement that created substantial change in risk exposure, the Executive Board has the authority to cancel or susper coverage. The Member shall be notified of the reason in writing by the Executive Director ar given a reasonable time to take corrective measure prior to the Executive Board's action.

Article 12 - Liability of Board of Directors or Officers of the Pool

12.1. Liability of Directors and Officers: The Representatives (or in their absence the Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care ar reasonable diligence in the exercise of their power and in the performance of their duti hereunder; they shall not be liable for any mistake of judgment or other action made, taken o omitted by them in good faith; nor for any action taken or omitted by any agent, employee o independent contractor selected with reasonable care; nor for loss incurred through investment o Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitt by any other Representative. Representatives shall have the immunities provided by law and particular Florida Statutes Section 163.01. The Pool may purchase insurance providing liabili coverage for such Representatives or officers.

Article 13 - Additional Insurance

13.1. Member's Option to Purchase Additional Insurance: The Pool, through th distribution of the minutes of the Board of Directors or through other means shall inform a Members of the scope and amount of Specific Excess and Aggregate Excess Insurance in force a all times. Membership in the Pool shall not preclude any Member from purchasing any insuran coverage above those amounts purchased by the Pool. Such purchase shall not be construed waive sovereign immunity of the Members of the Pool or the Pool. The Pool shall make facilities available to advise Members of the types of additional or different coverages availab to Pool Members.

Article 14 - Settlements

14.1. Settlement/Advance Notice: Whenever the Pool proposes to settle any pendi claim or suit where the amount of that proposed settlement shall exceed Ten Thousand Dolla (\$10,000.00), the Member shall be given advance notice of that settlement. Such notice may given by the establishment of a reserve amount in excess of Ten Thousand Dollars (\$10,000.00 provided that the amount of the settlement does not exceed the amount reserved. The offic and employees of the Pool shall, however, endeavor to give specific oral or written notice to t Member's Representative or Alternate of the exact amount of any proposed settlement in exce of Ten Thousand Dollars (\$10,000.00) prior to the date at which the Pool proposes to bind its to pay such settlement amount. The officers, employees or independent contractors of the Pc shall attempt to give the Members, as much notice of the settlement negotiations as is possib under the circumstances of each case.

Article 15 – Coverage & Indemnity Dispute Resolution

15.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor shall, in writing, be permitted to decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool. The claim may also be accepted and defense provided but the Pool may reserve the right to withdraw from the defense or to refuse to provide indemnification against the claim in the event that it is later determined that the claim is not properly within the scope of coverage afforded by the Pool.

Any Member may request in writing to the Chairman of the Board of Directors, that the Executive Board, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage or indemnification provided by the Pool. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer the matter to the Board of Directors, subject to any insurance or reinsurance contractual obligations.

Any Member who disagrees with the Executive Board's determination may request in writing that the Board of Directors, at a regular scheduled meeting, take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the decision of the Executive Board, subject to any insurance or reinsurance contractual obligations.

Any Member may seek binding arbitration, if available, pursuant to the Pool's General Coverage Document and, is not required to appeal a coverage or indemnification declination to either the Executive Board or Board of Directors.

Article 16 - Contractual Obligation

16.1. Enforcement: This document shall constitute a binding contract under the Florida Interlocal Cooperation Act of 1969 among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or

contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization for Risk Management only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claim against any Member.

16.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 17 - Expulsion or Termination of Members

17.1. Expulsion. By the vote of two-thirds (2/3) of the Directors serving on the Board of Directors, and by a vote of at least five (5) out of the seven (7) Members serving on the Executive Board on decisions, determinations or issues involving section 4.3 of this Intergovernment Agreement, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

17.1.1. Failure to make any timely payments due to the Pool.

17.1.2. Failure to undertake or continue loss reduction and prevention procedures adopted by the Pool.

17.1.3. Failure to allow the Pool reasonable access to all facilities of the Member and all records which relates to the purpose, powers or functioning of the Pool.

17.1.4. Failure to furnish full cooperation with the Pool's attorneys, claim adjusters, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose, powers and proper functioning of the Pool.

17.1.5. Failure to carry out any obligation of a Member which impairs the ability of the Pool to carry out its purpose or powers or functions.

17.1.6. The Preferred Member has given the sixty (60) days notice described in Section 4.2 and 4.3 above.

17.2. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote.

expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

17.3. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, maintenance deductibles, workers' compensations, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors.

Article 18 - Special Provisions for Deferred Funding

During the fiscal years commencing on October 1, 1987 and ending on September 30, 1990, the entire Annual "Loss Fund" Contribution was not required by the Board of Directors to be paid within the fiscal year to which it was applicable. The difference between the Annual "Loss Fund" Contribution and the amount required by the Board of Directors to actually be paid to the Pool during such year by a Member is referred to herein as Deferred Funding. Members and former Members during any year for which there existed Deferred Funding may be required by the Board of Directors upon recommendation of the Executive Director to pay their applicable portion of the Deferred Funding in subsequent years. Members or former members will be allowed forty-five (45) days after notification to make any payments of Deferred Funding. The amount of any payments required for Deferred Funding as to each Member shall be based upon the same formula as was used in establishing the Annual "Loss Fund" Contribution for that year.

Article 19 - Termination of the Pool

19.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Section 6.9.4., then the Pool shall cease its existence at the close of the then current fiscal year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

19.2. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

In witness whereof, this agreement has been executed by the Entity: _____ . The approval of the foregoing agreement was passed by the Entity: _____ on the _____ day of _____, 20____, attached hereto, I do hereby execute and the _____ does hereby attest to my signature as evidence that the _____ has approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 163.01, which commenced its term on October 1, 1987.

Chairperson of Board

Chairperson, Public Risk
Management of Florida

ATTEST:

This _____ day of _____, 20____.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared JUDITH HEARN, who after being first duly sworn, deposes and says

1. I, Judith Hearn, am the Secretary of Public Risk Management of Florida, an association of governmental agencies, pursuant to Florida Statute section 163.01, the Florida Interlocal Cooperation Act of 1969.
2. I am the Secretary of said Association and responsible for maintenance of all Association documents.
3. Attached hereto is the true and correct copy of the Intergovernmental Cooperative Agreement that was amended on January 1, 2011.
4. This affidavit is made for the purpose of accompanying the Agreement and is provided to Clerk of Courts for the purpose of filing in the public records of the county in which the agencies who are signatories to the Agreement are located, in compliance with Florida Statute section 163.01 (11).

FURTHER AFFIANT SAYETH NOT.

Judith Hearn

 JUDITH HEARN,
 Secretary, Public Risk
 Management of Florida

SWORN AND SUBSCRIBED before me this 14th day of January, 2011, by JUDITH HEARN, Secretary of Public Risk Management of Florida, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Susan M. Baron

 Notary Public



 Susan M. Baron
 Type/Print Name of Notary

Commission No. DD954360

sale thereof, are at all times free from taxation of any kind by the state or by any political subdivision or other agency or instrumentality thereof. The exemption granted in this subparagraph is not applicable to any tax imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

(8) If the purpose set forth in an interlocal agreement is the acquisition, construction, or operation of a revenue-producing facility, the agreement may provide for the repayment or return to the parties of all or any part of the contributions, payments, or advances made by the parties pursuant to subsection (5) and for payment to the parties of any sum derived from the revenues of such facility. Payments, repayments, or returns shall be made at any time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or completion of the purposes of the agreement.

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agency or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such interlocal agreement.

(b) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

(c) All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules which apply to the municipalities and counties of this state apply to the same degree and extent to any separate legal entity, created pursuant to the provisions of this section, wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, unless the interlocal agreement creating such entity provides to the contrary. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation, and other benefits which apply to the activity of officers, agents, employees, or employees of agents of counties and municipalities of this state which are parties to an interlocal agreement creating a separate legal entity pursuant to the provisions of this section shall apply to the same degree and extent to the officers, agents, or employees of such entity unless the interlocal agreement creating such entity provides to the contrary.

(10)(a) A public agency entering into an interlocal agreement may appropriate funds and sell, give, or otherwise supply any party designated to operate the joint or cooperative undertaking such personnel, services,

facilities, property, franchises, or funds thereof as may be within its legal power to furnish.

(b) A public agency entering into an interlocal agreement may receive grants-in-aid or other assistance funds from the United States Government or this state for use in carrying out the purposes of the interlocal agreement.

(11) Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of each county where a party to the agreement is located.

(12) Any public agency entering into an agreement pursuant to this section may appropriate funds and may sell, lease, give, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish.

(13) The powers and authority granted by this section shall be in addition and supplemental to those granted by any other general, local, or special law. Nothing contained herein shall be deemed to interfere with the application of any other law.

(14) This section is intended to authorize the entry into contracts for the performance of service functions of public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

(15) Notwithstanding any other provision of this section or of any other law except s. 361.14, any public agency of this state which is an electric utility, or any separate legal entity created pursuant to the provisions of this section, the membership of which consists only of electric utilities, and which exercises or proposes to exercise the powers granted by part II of chapter 361, the Joint Power Act, may exercise any or all of the following powers:

- (a) Any such public agency or legal entity, or both, may plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects, which are proposed, existing, or under construction and which are located or to be located within or without this state, with any one or more of the following:
 1. Any such legal entity;
 2. One or more electric utilities;
 3. One or more foreign public utilities; or
 4. Any other person,

if the right to full possession and to all of the use, services, output, and capacity of any such electric project during the original estimated useful life thereof is vested, subject to creditors' rights, in any one or more of such legal entities, electric utilities, or foreign public utilities, or in any combination thereof. Any such public agency or legal entity, or both, may act as agent or designate one or more persons, whether or not participating in an electric project, to act as its agent in connection with the planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insurance, decommissioning, cleanup, retirement, or disposal, or

all of the foregoing projects.

- (b)1. In a or legal entity, with any one of
 - a. Any such
 - b. One or
 - c. One or
 - d. Any other

and if the right services, output, and capacity of any such electric project during the original estimated useful life thereof is vested, subject to creditors' rights, in any one or more of such legal entities, electric utilities, or foreign public utilities, or in any combination thereof. Any such public agency or legal entity, or both, may act as agent or designate one or more persons, whether or not participating in an electric project, to act as its agent in connection with the planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insurance, decommissioning, cleanup, retirement, or disposal, or

2. Any such entity shall be limited to, any of the provisions of s. 2 of any public agency public bidding, or

- a. Provisions thereunder and the parties thereof, default, including, the delivery of party and requirements default who are engaged from the same electric for and use or other basis, all of services which were
- b. Provisions the option to purchase more other parties occurrences, and a terms and conditions notwithstanding the limit of any law to the
- c. Provisions of the interests of the
- d. Provisions for licensing, acquisition

Rumberger, Kirk & Caldwell
Accounting Office
P.O. Box 1873
Orlando, FL 32802

Our Federal ID No.: 59-2089901

12/27/10

Jeremy T.M. Novak, Esquire
Gulf County Board of Cty. Commissioners
Post Office Box 202
Port St. Joe, FL 32457

Our File No.: G214 - 107990

Invoice No.: 756742

Current Amount Due:	\$	400.00
Through 11/30/2010		
Previous Balance Due:	\$	<u>0.00</u>
Total Amount Due:	\$	<u>400.00</u>

Gulf County Board of County Commissioners In Re: General Matters

Legal Services Rendered Through 11/30/2010

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 21111-31200



2011 JAN 26 AM 8:17

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

REMITTANCE ADVICE
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