

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

AGENDA	JULY 27, 2010	TIME / PAGE NO.
1. Meeting Called to Order		6:00 p.m.
2. Consent Agenda		1-96
3. County Staff Business		
4. Board Business		
5. Blake Martin – C.S.S. Deployed Logistics		
6. Public Discussion		

F.S. 286.0105:

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

CONSENT AGENDA

July 27, 2010

1. Minutes – July 13, 2010 - Regular Meeting 1-9
2. Agreement – C.D.B.G.-D.R.I. Activity Delivery Services 10-23
Agreement – C.D.B.G.-D.R.I. Administration Services 24-35
Agreement – Florida Department of Corrections (Amendment #1) 36-39
Agreement – Supervisor of Elections (Certificate Regarding Matching Funds
for FY 2010-2011 * \$243.33) 40-42
3. Direct Purchase Requisition – Highland View Fire Department (Couch Ready
Mix * \$12,900.00) 43-44
Direct Purchase Requisition – Highland View Fire Department (Key
Electric * \$23,199.85) 45-46
Direct Purchase Requisition – Highland View Fire Department (Mize Plumbing
Service & Supply * \$8,234.00) 47-48
4. Grant Agreement – Gulf County Public Libraries (State Aid to Libraries) 49-53
5. Inventory – Gulf County Tax Collector (Delete #40-90 IBM Typewriter) 54
6. Invoices – Ashbritt Environmental (Logistics & Planning * Invoice
#0000-0001 * \$65,766.65 * to be paid from Account
#39125-34000) 55-56
- Cathey Construction & Development - Gulf County C.D.C
(S.H.I.P. – Retainage * \$159.85) 57
- Florida Department of Revenue Reimbursement Invoice
Unemployment Tax (\$11,191.00 * to be paid from
Account #21111-25000) 58-59
- Gulf Coast Children's Advocacy Center (June, 2010 * \$175.00 *
to be paid from Account #21111-31300) 60-61
7. Notices – Unclaimed Moneys held by the Gulf County Clerk of Circuit Court 62
8. Resolution – C.I.G.P. Joint Participation Agreement (Iola Landing Road to
Porter Landing Road) 63-79
Resolution – C.I.G.P. Joint Participation Agreement (Doc Whitfield Road to
South of Ross Striping Road) 80-96

PORT ST. JOE, FLORIDA

JULY 13, 2010

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 Billy E. Traylor, Bill Williams, and Nathan Peters, Jr.

Others present were: County Attorney Timothy McFarland, 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, Emergency Management Director Marshall Nelson, E9-1-1 Coordinator Ben Guthrie, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, and Assistant T.D.C. Director Kellee Novak.

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

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

CONSENT AGENDA

Upon motion by Commissioner Traylor, second by Commissioner Williams, and unanimous vote, the Board approved the Consent Agenda with the following change to the charge code (item #4, page 40) as follows:

1. Minutes – June 8, 2010 – Regular Meeting
 - June 15, 2010 – Emergency Meeting
 - June 16, 2010 – Special Meeting
 - June 22, 2010 – Regular Meeting

2. Agreement – Public Works Building (Cathey Construction & Development, LLC)
 - Agreement – E9-1-1 Department (Optimal Phone Interpreters (O.P.I.) Language Services Agreement for Dispatch)

Agreement Ratification – Malcolm Garrett (Septic System Removal Services/
Drain Fields * White City Residents)

3. Change Order – Public Works Building (Increase \$10,338.00)
4. Funding Request – District 4 (Washington Museum * \$500.00 * to be paid
from Account #57072-34000)
5. Invoices – County Attorney Timothy J. McFarland (Invoice * June, 2010 *
\$9,713.50 * to be paid from Account #21314-31100)
 - Gulf County Sheriff's Department (Advance Enforceable Writs
Course Training * Pridgeon * \$632.00 * to be paid from
Account #31021-54100)
 - Gulf County Sheriff's Department (CMS-T331 Solar LED Message
Board * \$12,808.00 * to be paid from Account
#30621-91000)
 - Rumberger, Kirk & Caldwell – General Employment Matters (File
#G214-107990 * Invoice #750375 * \$1,650.00 * to be
paid from Account #21111-31200)
 - St. Joseph Bay Humane Society – Animal Control (June, 2010 *
\$3,667.00 * to be paid from Account #43262-82000)
6. Purchase Request – Gulf County Beaches Volunteer Fire Department (2,000
feet of 5" L.D.H. supply hose * Deepwater Horizon Oil
Spill)
7. Resolution – 2010 Florida Boating Improvement as follows:

Resolution #2010-13

**AUTHORIZING THE FILING OF AN APPLICATION WITH THE FLORIDA FISH AND
WILDLIFE CONSERVATION COMMISSION FOR A 2010 FLORIDA BOATING
IMPROVEMENT GRANT.**

WHEREAS, the Gulf County Board of County Commissioners desires to increase
and enhance access for boaters in Gulf County; and

WHEREAS, the Gulf County Board of County Commissioners has agreed to pursue the grant process to enhance boating facilities;

NOW, THEREFORE, BE IT RESOLVED by the Gulf County Board of County Commissioners that the County Grant Writer/Coordinator hereby be authorized to execute and file an application on behalf of the County of Gulf with the Florida Fish and Wildlife Conservation Commission for a 2010 FBIP grant to improve mooring capacity and access for boaters.

APPROVED this 13th day of July, 2010.

(End)

8. 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 (September 11, 2010)
9. S.H.I.P. – Amended 2006/2007, 2007/2008, 2009/2010 Local Housing Assistance Plan

S.H.I.P. – Rehabilitation Assistance (Steve Gibbs * \$19,598.50)

(End)

PUBLIC HEARING – P.D.R.B. RECOMMENDATIONS (JULY 6, 2010)

The Board then considered the following recommendation from the July 6, 2010 meeting of the Planning & Development Review Board:

PLAT CORRECTION – OVATION PHASE II

Pursuant to advertisement to hold a public hearing to consider approval of the application for plat correction, Ovation on Cape San Blas Phase II – Beach to Bay, LLC (Parcel ID #06370-000R and #06371-000R in S36, T8S, R12W), County Attorney McFarland read the public hearing and called for public comment. There being no public comment, Commissioner Peters motioned to approve this application. Commissioner Traylor seconded the motion, and it passed unanimously (4-0), with Commissioner Yeager abstaining due to a business relationship with Preble-Rish, Inc.

PRELIMINARY APPROVAL – PARADISE PROPERTY – PARADISE INVESTMENTS

Pursuant to advertisement to hold a public hearing to recommend preliminary approval for regulatory agency permitting with a Development Order as final approval and final

approval by the P.D.R.B. and B.O.C.C., is contingent upon having adequate adjacent property buffering, adequate environmental safeguards, and meeting the conditions of the E.R.P. for County Land, LLC (Parcel ID #03323-105R in S18, T5S, R10W) located in the Overstreet Area, County Attorney McFarland read the public hearing and called for public comment. There being no public comment, Commissioner Traylor motioned to approve this application. Commissioner Peters seconded the motion, and it passed unanimously (4-0), with Commissioner Yeager abstaining due to a business relationship with Preble-Rish, Inc.

EMERGENCY MEDICAL SERVICES – RAFFIELD FISHERIES – DEEPWATER HORIZON OIL SPILL

County Attorney McFarland recommended approval of a proposed change to the E.M.S. contract with Raffield Fisheries for the Deepwater Horizon Oil Spill, stating that the change is a shift change from 12 hours per day to 24 hours per day. Commissioner Traylor motioned to approve this recommendation. Commissioner Yeager seconded the motion, and it passed unanimously.

EMERGENCY MEDICAL SERVICES – RAFFIELD FISHERIES - DEEPWATER HORIZON OIL SPILL – OFFSHORE MEDICAL SERVICES

County Attorney McFarland recommended approval of a proposed addendum to the contract with Raffield Fisheries for a Paramedic to be available to go on a vessel offshore at an hourly rate as needed. Commissioner Traylor motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously. Commissioner Traylor thanked E.M.S. Director Whitfield for doing a great job for the County.

CONTRACT – OUTSIDE LEGAL COUNSEL - DEEPWATER HORIZON OIL SPILL

County Attorney McFarland recommended approval of a outside legal counsel contract and approval for the Vice Chairman to sign. Commissioner Williams motioned to approve this recommendation. Commissioner Yeager seconded the motion, and it passed unanimously (2-0), with Chairman McLemore, Commissioner Traylor and Commissioner Peters abstaining due to a business relationship with British Petroleum.

FLORIDA COUNTIES FOUNDATION BOARD OF DIRECTORS

Chief Administrator Butler reported that he has served seven years on the Florida Counties Foundation Board of Directors, stating that their job is to develop a curriculum for the Board of County Commissioners Certification, and the Advance County Commission Certification. He reported that Commissioner Yeager, Commissioner Williams and Commissioner Peters have completed their certification, stating that Commissioner Williams and Commissioner Peters recently completed the advance

training and Commissioner Yeager will be enrolled next year in the advanced certification.

EMERGENCY OPERATIONS CENTER – BRITISH PETROLEUM (B.P.) STAGING AREA

Chief Administrator Butler reported that he and E9-1-1 Coordinator Guthrie have tried to get something in writing concerning the Operations with B.P., stating that they are trying to start a mini Emergency Operations Center at the staging area. He recommended hiring someone in this capacity on a contractual basis that will report to the Board. Commissioner Williams discussed that he met with State E.O.C. and they have five positions to fill. After further discussion by members of the Board, Commissioner Williams motioned to approve this recommendation contingent upon director approval and payment by B.P. Commissioner Traylor seconded the motion, and it passed unanimously.

INSURANCE RECOMMENDATION – SHERIFF'S OFFICE

Sheriff Nugent stated that the Insurance Committee met and suggested that the Sheriff's Office come off the County Insurance. He requested authorization from the Board for the Sheriff's Office to get off the County insurance, and for the County to continue the current stipend payment. After further discussion by Members of the Board, Chief Administrator Butler discussed that this is not what happened at the meeting, stating that the Insurance Consultant discussed the options for the County, and that there was a comment for the Sheriff's Office to get off the insurance and get in their own pool. Chairman McLemore recommended for the Insurance Committee to meet again and bring this issue back to the Board, and if necessary he will call a Special Meeting to handle this issue. Commissioner Williams discussed that the Insurance Committee needs to bring a recommendation back to this Board. Chief Administrator Butler reported that the Insurance Committee has never met and not brought a recommendation back to this Board. Assistant Administrator Hammond reported that the problem we have is that the insurance premiums have increased by 37%. Chief Administrator Butler reported that the next meeting will be July 15th, and recommended that the Sheriff be allowed to check on other figures for his office through another company. Sheriff's Office Major Plair reported that they have a meeting tomorrow concerning this issue for the Sheriff's Office. Commissioner Peters motioned to approve Chief Administrator Butler's recommendation. Commissioner Yeager seconded the motion, and it passed unanimously.

BID AWARD #0910-17 – METAL STEEL RECYCLING – LANDFILL

Public Works Director Danford recommended to award bid #0910-17 (for metal recycling at Landfill) to Whitfield Steel Recycling, at \$.06 per pound or \$134.40 per long

ton. Commissioner Peters motioned to approve this recommendation. Commissioner Traylor seconded the motion, and it passed unanimously.

INVOICE – CATHEY CONSTRUCTION – STEVE GIBBS

Deputy Administrator Lanier recommended approval of an invoice from Cathey Construction for the S.H.I.P. Program for Rehabilitation Assistance to Steve Gibbs, in the amount of \$1,438.65. Commissioner Traylor motioned to approve this recommendation. Commissioner Peters seconded the motion, and it passed unanimously.

HIGHLAND VIEW FIRE DEPARTMENT – FINANCING

Deputy Administrator Lanier reported that there were no bids received for the financing of the Highland View Fire Department, stating that the Fire Department contacted Vision Bank for financing of the \$125,000.00 for 5 years at 4.25%, and requested approval to proceed with financing at Vision Bank. Commissioner Williams motioned to approve this request. Commissioner Traylor seconded the motion, and it passed unanimously.

PUBLIC HEARING - RESOLUTION #2010-14 - ENTERPRISE ZONE

Deputy Administrator Lanier discussed that there is a public hearing scheduled for a proposed resolution for the Enterprise Zone boundary changes. County Attorney McFarland read resolution by title, and called for public comment. Pat Hardman of Coastal Community Association appeared before the Board and requested approval of this resolution. Commissioner Yeager motioned to adopt the following proposed resolution. Commissioner Peters seconded the motion, and it passed unanimously.

RESOLUTION #2010-14

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO ENTERPRISE ZONES; SUPPORTING GULF COUNTY'S APPLICATION FOR RE-DESIGNATION AS AN ENTERPRISE ZONE AND TO AMEND THE BOUNDARY OF THE GULF COUNTY ENTERPRISE ZONE (EZ#2301) AND AUTHORIZE A BOUNDARY CHANGE TO THE ENTERPRISE ZONE.

WHEREAS, in 1996, the Board of County Commissioners adopted Resolution No. 96-98; and

WHEREAS, in 2003, the Board of County Commissioners amended the boundary of the existing Enterprise Zone by adopting Resolution No. 2003-01; and

WHEREAS, in 2005, the Board of County Commissioners amended the boundary of the existing Enterprise Zone by adopting Resolution No. 2005-37; and

WHEREAS, The Florida Legislature approved House Bill 1725 (Chapter 2005-287, Laws of Florida), which provides existing Enterprise Zones an opportunity to submit an application package for the re-designation of an area as an Enterprise Zone. To comply with the legislation, local officials must submit a completed application package for Rural Enterprise Zone Re-Designation with all attachments on or before November 30, 2010; and

WHEREAS, the Gulf County Enterprise Zone Development Agency requests to revise boundaries not to exceed 20 miles per the attached Zone 1 and Zone 2 maps; and

WHEREAS, the Board of County Commissioners of Gulf County believe the new Enterprise Zones will better benefit the County and the citizens of Gulf County; and

NOW, THEREFORE BE IT RESOLVED, by the Gulf County Board of County Commissioners in Gulf County, Florida, in regular session this 13th day of July, 2010, as follows:

- Section 1.** The Gulf County Board of County Commissioners support the amendment of the Enterprise Zone Area boundary and hereby requests the Office of Tourism, Trade and Economic Development to change the boundary of the Gulf County Enterprise Zone (EZ#2301) as noted on the attached maps, not to exceed 20 miles.
- Section 2.** The Gulf County Enterprise Zone Development Agency shall amend as is consistent with the criteria for Enterprise Zone set forth in Sections 290.0055 and 290.0065, Florida Statutes.
- Section 3.** The Gulf County Board of County Commissioners has given authority to the Enterprise Zone Development Agency to amend the boundaries of the Enterprise Zone for Gulf County as the committee sees fit.
- Section 4.** This Resolution shall become effective in accordance to law.

ADOPTED THIS 13TH DAY OF JULY, 2010.

(End)

2010-2011 BUDGET PACKETS

Clerk Norris reported that the proposed budget packets will be ready on Thursday, July 15, 2010.

WASHINGTON MUSEUM – BUDGET AMENDMENT

Commissioner Peters motioned to transfer \$13.00 from District 4 Parks & Recreation line item 21072-83004 to line item 57072-81000 for the Washington Museum. Commissioner Yeager seconded the motion, and it passed unanimously.

DEEPWATER HORIZON OIL SPILL EMPLOYEES

Commissioner Traylor thanked everyone for working so hard on the Deepwater Horizon Oil Spill, stating that there are a lot of local people working which should bring up the unemployment rates for this County. E.M.S. Director Whitfield appeared before the Board and thanked everyone for their help and support during his transition as the new E.M.S. Director.

VALUE ADJUSTMENT BOARD APPOINTMENT

Chairman McLemore recommended the appointment of Commissioner Peters, Commissioner Williams, and Andy Smith, as the Citizen Representative, to serve on the 2010-2011 Value Adjustment Board. Commissioner Yeager motioned to approve this recommendation. Commissioner Traylor seconded the motion, and it passed unanimously.

DONATION - PEE WEE WARRIORS FOOTBALL

Chairman McLemore requested Board approval to donate \$370.00 from District 1 Parks & Recreation line item 21072-83001 to the Wewahitchka Pee Wee Warriors Football. Commissioner Peters motioned to approve this request. Commissioner Traylor seconded the motion, and it passed unanimously.

GULF COUNTY HEALTH DEPARTMENT ADMINISTRATOR

Chairman McLemore discussed the Administrator position at the Gulf County Health Department, recommending the Board submit a letter of recommendation for this position, on behalf of James McKnight. Commissioner Peters motioned to approve this recommendation. Commissioner Traylor seconded the motion, and it passed unanimously.

NEW COUNTY BUSINESSES – OCCUPATIONAL LICENSES

Commissioner Yeager discussed the number of businesses in the County and requested permission for County Attorney McFarland, Chief Administrator Butler, and Assistant Administrator Hammond to review the issue of occupational license and bring a recommendation back to the Board. Commissioner Yeager motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

DEEPWATER HORIZON OIL SPILL

Commissioner Williams reported that he and Commissioner Yeager went to unified command and would like to report to the Board the findings, stating that there are two components to the boom strategy plan. He reported that they presented a revised strategy for a heavy corrugated pipe with pilings every hundred feet, stating that they are modeling the St. Andrews Pass, and B.P. has rejected this plan. Commissioner Yeager discussed that they are trying to protect the mouth of St. Joseph Bay, stating that it has been hard to get anything approved, and the Navy will oversee this plan. Upon inquiry by Commissioner Peters, Commissioner Williams reported that B.P. has the final approval for this plan.

Chairman McLemore called for public comment.

CHILDREN WITH DISABILITIES – WORK PROGRAM

Pat Hardman appeared before the Board and discussed the Children with Disabilities Program, stating that they had one of the students working with E.M.S. this year, and thanked everyone for their assistance with the program.

RAFFIELD'S STAGING SITE – DEEPWATER HORIZON OIL SPILL

For the public's information, Commissioner Traylor reported that the staging site at Raffield's Fisheries is rated #1 on the Gulf Coast.

There being no further business, and upon motion by Commissioner Traylor, the meeting did then adjourn at 6:55 p.m., E.T.

**CARMEN L. MCLEMORE
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

**AGREEMENT FOR CDBG-DRI
ACTIVITY DELIVERY SERVICES
GULF COUNTY, FLORIDA**

This Contract is entered into this ____ day of _____, between Gulf County, Florida, hereinafter referred to as the "Client" and Jordan & Associates, 580 Wells Road, Suite 2, Orange Park, Florida, 32073. This Contract shall become effective immediately, with Grant Activity Delivery Services subject to the beginning date of the CDBG Grant Agreement between the local government and the Florida Department of Community Affairs, hereinafter referred to as "DCA".

WITNESSETH

WHEREAS, the Client has been awarded a Disaster Recovery Community Development Block Grant, hereinafter referred to as the "Project" and the Client being desirous of implementing such a Project; and

WHEREAS, the Client has determined that Jordan & Associates is fully qualified to perform Grant Activity Delivery Services for the Client's Disaster Recovery Community Development Block Grant (CDBG) Project.

NOW THEREFORE, the Client and Jordan & Associates, in consideration of mutual covenants and promises herein contained and fully intending to be legally bound, hereby do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

Jordan & Associates shall provide the following services for Grant Activity Delivery and Jordan & Associates agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform and complete the necessary Grant Activity Delivery Services required to implement and complete the Client's CDBG project in compliance with applicable laws and regulations.

Scope of Services (Jordan & Associates and Client): The scope of services relevant to the CDBG Project No. 10DB-K4-02-33-01-K15 is included as Attachment "B" to this agreement.

BCC APPROVED

DATE _____ D.C. _____

ARTICLE II. COMPENSATION AND PAYMENT

- A. Compensation: For the services provided as identified in Attachment "B" the Client agrees to pay Jordan & Associates as follows:
1. Activity Delivery Services: The Client will pay Jordan & Associates the sum of \$ 112,056.00, which is derived from Activity Delivery Services in the following areas: \$59,400.00 for Service Area 1 (Rock Revetment Project), \$18,366.00 for Service Area 2 (Sewer Improvement Project), and \$34,290.00 for Service Area 3 (Rehabilitation of Affordable Rental Housing). After the Client's release of funds, the compensation will be paid as invoiced according to the Project progress in each of the Service Areas.
 2. Early Completion: If the project is satisfactorily completed before the 24-month grant period expires, the balance of the Activity Delivery fee due will be paid to Jordan & Associates by the tenth calendar day of the month, after submission of the preliminary closeout report to DCA.
 3. Termination: If this agreement is terminated prior to Jordan & Associates' receipt of the entire lump sum fee specified herein, Jordan & Associates shall be paid upon termination the difference between a) the fee previously collected by Jordan & Associates; and for Service Areas 1 & 2, b) .045 times the total grant construction funds spent or obligated for payment during Jordan & Associates' term of service, and for Service Area 3, b) .108 times the total grant housing funds spent or obligated for payment during Jordan & Associates' term of service. The result being that Jordan & Associates' lump sum will reduce to not less than 4.5% of the total grant construction funds and not less than 10.8% of the total grant housing funds spent/obligated under Jordan & Associates direction.
 4. Miscellaneous Costs: It is agreed by Jordan & Associates and the Client that legal, audit and advertising expenses will be the Client's responsibility.

- B. Invoices: Jordan & Associates will submit a monthly invoice or combined multiple months' invoices for Activity Delivery Services. The invoice shall be submitted to the Client for the Client's review and approval. Payment will be issued within twenty-five (25) days of the receipt of the invoice by the Client.

ARTICLE III. ACCESS TO RECORDS

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Jordan & Associates' refusal to comply with this provision, the Client will have the right to terminate this contract for breach.

ARTICLE IV. TERM OF CONTRACT

The term of contract under this Project shall begin upon the execution of the grant agreement between the Client and DCA and shall be completed upon final completion of Florida Community Development Block Grant Small Cities Program Projects, as approved by the Florida Department of Community Affairs.

ARTICLE V. TERMINATION

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated, in whole or in part, in writing, by either party for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in Article V. A. above.

- C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Client because of the contractor's default.
- D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A.3.

If termination for convenience is effected by Jordan & Associates, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A. 3.

For any termination, the equitable adjustment shall provide for payment to any contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by Jordan & Associates relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- E. Upon receipt of a termination action under paragraphs A. or B. above, Jordan & Associates shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to the Client all data, reports, summaries and other such information, as may have been accumulated by Jordan & Associates in performing this contract, whether completed or in process.
- F. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.
- G. If, after termination for failure of either party to fulfill contractual obligations, it is determined that the other party had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience for the initiating party. In such event, adjustment of the contract price shall be made as provided in paragraph D. above.

ARTICLE VI. CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ARTICLE VII. PROHIBITION AGAINST CONTINGENT FEES

Jordan & Associates warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jordan & Associates to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individuals or firm, other than a bona fide employee working solely for Jordan & Associates any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE VIII. CONTACT PERSONS

- A. The Client's contact person for this contract is Ms. Towan Kopinsky, Grant Writer.
- B. The representative of Jordan & Associates responsible for the administration of this contract is: Ms. Susan Armstrong.
- C. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered, in writing, to the party and said notification attached to the original of this contract.

ARTICLE IX. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the client and Jordan & Associates, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

ARTICLE X. RETENTION OF RECORDS

Jordan & Associates shall retain all records relating to this contract for six (6) years after the Client's Project is administratively closed and any other pending matters are resolved.

ARTICLE XI. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, Jordan & Associates shall comply with all applicable standards, orders or requirements issued under Section 306 of the clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Jordan & Associates shall include this clause in any subcontracts over \$100,000.

ARTICLE XII. ENERGY EFFICIENCY

Jordan & Associates shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ARTICLE XIII. COVENANT FOR SERVICES

The Client does hereby contract with Jordan & Associates to perform the services described herein and Jordan & Associates does hereby agree to perform such services under the terms and conditions set forth in this contract.

ARTICLE XIV. ATTORNEY'S FEES

Should it become necessary for either party to enforce its rights under this agreement, the prevailing party shall be entitled to recover attorney's fees and costs associated herewith.

ARTICLE XV. FEDERAL STATUTORY REQUIREMENTS

When applicable, Jordan & Associates and the Client shall comply with the provisions contained in Attachment "A" and incorporated herein.

ARTICLE XVI. LIMITATION OF LIABILITY

- A. Compensation: Neither Jordan & Associates, Jordan & Associates' consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

ARTICLE XVII TERMS AND CONDITIONS

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

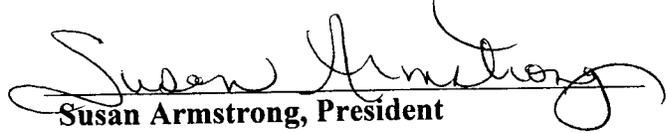
ARTICLE XVIII EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly qualified representatives this ____ day of _____, 2010.

GULF COUNTY

JORDAN & ASSOCIATES

Carmen L. McLemore Chair, BOCC


Susan Armstrong, President

ATTACHMENT "A"**FEDERAL PROVISIONS****Equal Employment Opportunities**

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September

24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 required that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a

finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Record and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for six (6) years after the final closeout of the CLIENT agreement with DCA.

ATTACHMENT "B"

ACTIVITY DELIVERY SERVICES

Jordan & Associates will work with all Project Staff as necessary to accomplish the following **Activity Delivery Services** as part of Gulf County's 2008 CDBG Disaster Recovery Program:

1. Assist with Procurement of Services by establishing and following procedures relating to the procurement and implementation of contractor services pursuant to DCA and HUD requirements and regulations.
2. Request a wage decision for the project.
3. Coordinate with and support engineering firm in the following:
 - A. Request and receive bids.
 - B. Review and evaluate construction bids with Project Staff for eligibility and compliance. Make recommendation for approval to local officials.
 - C. Notify DCA of amount of bid and receive approval from DCA prior to bid award.
 - D. Assist with Contractor Eligibility Verification and contract development if necessary. Supervise execution.
4. Attend pre-construction conference to provide DCA, Section 3, and Davis-Bacon requirements to all parties.
5. During construction review Contractor Pay Requests to insure that all Davis/Bacon Act Federal requirements are met.
6. Review any change orders and make recommendations to the County on each.
7. Conduct and document Contractor Employee Interviews during construction.
8. Coordinate to resolve any problems between the engineer, contractor, and community.
9. Develop or review the Housing Assistance Plan to ensure compliance with DCA requirements for Affordable Housing Rehabilitation (ARH).
10. Identify and qualify Affordable Rental Housing units.
11. Review required eligibility documentation. Assist residents in completing the required eligibility documentation.
12. Review the completed applications. Prioritize the applicants according to the local policy guidelines.
13. Conduct an inspection of the potentially approved units. If suitable for assistance, develop a work write-up and cost estimate for each unit.
14. As cases are developed, obtain owner approval of plans, specifications, and bidders list.
15. Solicit contractors and prequalify for inclusion on the program bidders list. Process will include review of licensure, insurance, credit references, federal eligibility and conflict of interest.
16. Notify bidders of available projects. Conduct a pre-bid walkthrough for each unit.

17. Accept and review bids. Recommend approval.
18. Develop contract documents and owner agreements. Supervise their execution. Record the owner agreements.
19. Coordinate temporary relocation of households, according to the local policy.
20. Issue the notice to proceed to contractors.
21. Monitor contractor performance and compliance with contract requirements. This includes permitting, compliance with federal and state requirements and construction. Inspections of work will be performed on an as needed basis.
22. Assure the owner is satisfied with the construction. Require the contractor to take all reasonable actions to resolve complaints.
23. Issue change orders as necessary.
24. Respond to questions and complaints from citizens, including follow-up on housing rehabilitation workmanship issues.
25. Obtain closeout documents from contractors and owners. Insure that all Release of Liens are properly executed and all documents are in hand before final payment is made.
26. Perform close out activities, including the submission of reports and follow-up.

Gulf County CDBG DRI Activity Delivery Cost Analysis

Based on Lump Sum Fee

Service Area 1 (Rock Revetment) and Service Area 2 (Sewer Improvement)

1. Assist with Procurement of Services by establishing and following procedures relating to the procurement and implementation of contractor services pursuant to DCA and HUD requirements and regulations.
2. Request a wage decision for the project.
3. Coordinate with and support engineering firm in the following:
 - A. Request and receive bids.
 - B. Review and evaluate construction bids with Project Staff for eligibility and compliance. Make recommendation for approval to local officials.
 - C. Notify DCA of amount of bid and receive approval from DCA prior to bid award.
 - D. Assist with Contractor Eligibility Verification and contract development if necessary. Supervise execution.
4. Attend pre-construction conference to provide DCA, Section 3, and Davis-Bacon requirements to all parties.
5. During construction review Contractor Pay Requests to insure that all Davis/Bacon Act Federal requirements are met.
6. Review any change orders and make recommendations to the County on each.
7. Conduct and document Contractor Employee Interviews during construction.
8. Coordinate to resolve any problems between the engineer, contractor, and community.
9. Perform close out activities, including the submission of reports and follow-up.

Total for Service Areas 1 and 2

\$ 77,766.00

Service Area 3 (Rehabilitation of Affordable Rental Housing)

1. Develop or review the Housing Assistance Plan to ensure compliance with DCA requirements for Affordable Housing Rehabilitation (ARH).
2. Identify and qualify Affordable Rental Housing units.
3. Review required eligibility documentation. Assist residents in completing the required eligibility documentation.
4. Review the completed applications. Prioritize the applicants according to the local policy guidelines.
5. Conduct an inspection of the potentially approved units. If suitable for assistance, develop a work write-up and cost estimate for each unit.
6. As cases are developed, obtain owner approval of plans, specifications, and bidders list.
7. Solicit contractors and prequalify for inclusion on the program bidders list. Process will include review of licensure, insurance, credit references, federal eligibility and conflict of interest.

- 8. Notify bidders of available projects. Conduct a pre-bid walkthrough for each unit.
- 9. Accept and review bids. Recommend approval.
- 10. Develop contract documents and owner agreements. Supervise their execution. Record the owner agreements.
- 11. Coordinate temporary relocation of households, according to the local policy.
- 12. Issue the notice to proceed to contractors.
- 13. Monitor contractor performance and compliance with contract requirements. This includes permitting, compliance with federal and state requirements and construction. Inspections of work will be performed on an as needed basis.
- 14. Assure the owner is satisfied with the construction. Require the contractor to take all reasonable actions to resolve complaints.
- 15. Issue change orders as necessary.
- 16. Respond to questions and complaints from citizens, including follow-up on housing rehabilitation workmanship issues.
- 17. Obtain closeout documents from contractors and owners. Insure that all Release of Liens are properly executed and all documents are in hand before final payment is made.
- 18. Perform close out activities, including the submission of reports and follow-up.

Total for Service Areas 3

\$ 34,290.00

Total Lump Sum Fee for All Service Areas

\$112,056.00

Estimated profit is \$9,500

Profit is based on 2 year contract therefore; profit percentage (6-10%) fluctuates according to length of actual project.

**AGREEMENT FOR CDBG-DRI
ADMINISTRATION SERVICES
GULF COUNTY, FLORIDA**

This Contract is entered into this ____ day of _____, between Gulf County, Florida, hereinafter referred to as the "Client" and Jordan & Associates, 580 Wells Road, Suite 2, Orange Park, Florida, 32073. This Contract shall become effective immediately, with Grant Administration Services subject to the beginning date of the CDBG Grant Agreement between the local government and the Florida Department of Community Affairs, hereinafter referred to as "DCA".

WITNESSETH

WHEREAS, the Client has been awarded a Disaster Recovery Community Development Block Grant, hereinafter referred to as the "Project" and the Client being desirous of implementing such a Project; and

WHEREAS, the Client has determined that Jordan & Associates is fully qualified to perform Grant Administrative Services for the Client's Disaster Recovery Community Development Block Grant (CDBG) Project.

NOW THEREFORE, the Client and Jordan & Associates, in consideration of mutual covenants and promises herein contained and fully intending to be legally bound, hereby do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

Jordan & Associates shall provide the following services for Grant Administration and Jordan & Associates agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform and complete the necessary Grant Administration Services required to implement and complete the Client's CDBG project in compliance with applicable laws and regulations.

Scope of Services (Jordan & Associates and Client): The scope of services relevant to the CDBG Project No. 10DB-K4-02-33-01-K15 is included as Attachment "B" to this agreement.

BCC APPROVED

DATE _____ D.C. _____

ARTICLE II. COMPENSATION AND PAYMENT

- A. Compensation: For the services provided as identified in Attachment "B" the Client agrees to pay the administrator as follows:
1. Administrative Services: The Client will pay Jordan & Associates the sum of \$ 57,000.00. Not more than \$12,000.00 shall be paid by the Client for Jordan & Associates' services performed prior to the release of funds. This payment is for the Environmental Review process. The client will pay the cost of advertisement. After the Client's release of funds, the remaining compensation will be paid in 20 equal monthly payments of \$ 2,250.00 or multiple months as invoiced.
 2. Early Completion: If the project is satisfactorily completed before the 24-month grant period expires, the balance of the administration fee will be paid to Jordan & Associates by the tenth calendar day of the month, after submission of the preliminary closeout report to DCA.
 3. Termination: If this agreement is terminated prior to Jordan & Associates' receipt of the entire lump sum fee specified herein, Jordan & Associates shall be paid upon termination the difference between a) the fee previously collected by Jordan & Associates; and b) .0225 times the total grant funds spent or obligated for payment during Jordan & Associates' term of service, the result being that Jordan & Associates' lump sum will reduce to not less than 2.25% of the total grant funds spent/obligated under Jordan & Associates direction.
 4. Miscellaneous Costs: It is agreed by Jordan & Associates and the Client that legal, audit and advertising expenses will be the Client's responsibility.
- B. Invoices: Jordan & Associates will submit a monthly invoice or combined multiple months' invoice for Administration Services. The invoice shall be submitted to the Client for the Client's review and approval. Payment will be issued within twenty-five (25) days of the receipt of the invoice by the Client.

ARTICLE III. ACCESS TO RECORDS

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Jordan & Associates' refusal to comply with this provision, the Client will have the right to terminate this contract for breach.

ARTICLE IV. TERM OF CONTRACT

The term of contract under this Project shall begin upon the execution of the grant agreement between the Client and DCA and shall be completed upon final completion of Florida Community Development Block Grant Small Cities Program Projects, as approved by the Florida Department of Community Affairs.

ARTICLE V. TERMINATION

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated, in whole or in part, in writing, by either party for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in Article V. A. above.
- C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the Client because of the contractor's default.

- D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A.3.

If termination for convenience is effected by Jordan & Associates, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A. 3.

For any termination, the equitable adjustment shall provide for payment to any contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by Jordan & Associates relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- E. Upon receipt of a termination action under paragraphs A. or B. above, Jordan & Associates shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to the Client all data, reports, summaries and other such information, as may have been accumulated by Jordan & Associates in performing this contract, whether completed or in process.
- F. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.
- G. If, after termination for failure of either party to fulfill contractual obligations, it is determined that the other party had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience for the initiating party. In such event, adjustment of the contract price shall be made as provided in paragraph D. above.

ARTICLE VI. CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ARTICLE VII. PROHIBITION AGAINST CONTINGENT FEES

Jordan & Associates warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jordan & Associates to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individuals or firm, other than a bona fide employee working solely for Jordan & Associates, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE VIII. CONTACT PERSONS

- A. The Client’s contact person for this contract is Ms. Towan Kopinsky, Grant Writer.
- B. The representative of Jordan & Associates responsible for the administration of this contract is: Ms. Susan Armstrong.
- C. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered, in writing, to the party and said notification attached to the original of this contract.

ARTICLE IX. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the client and Jordan & Associates, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

ARTICLE X. RETENTION OF RECORDS

Jordan & Associates shall retain all records relating to this contract for six (6) years after the Client’s Project is administratively closed and any other pending matters are resolved.

ARTICLE XI. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, Jordan & Associates shall comply with all applicable standards, orders or requirements issued under Section 306 of the clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Jordan & Associates shall include this clause in any subcontracts over \$100,000.

ARTICLE XII. ENERGY EFFICIENCY

Jordan & Associates shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ARTICLE XIII. COVENANT FOR SERVICES

The Client does hereby contract with Jordan & Associates to perform the services described herein and Jordan & Associates does hereby agree to perform such services under the terms and conditions set forth in this contract.

ARTICLE XIV. ATTORNEY'S FEES

Should it become necessary for either party to enforce its rights under this agreement, the prevailing party shall be entitled to recover attorney's fees and costs associated herewith.

ARTICLE XV. FEDERAL STATUTORY REQUIREMENTS

When applicable, Jordan & Associates and the Client shall comply with the provisions contained in Attachment "A" and incorporated herein.

ARTICLE XVI. LIMITATION OF LIABILITY

- A. Compensation: Neither Jordan & Associates, Jordan & Associates' consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

ARTICLE XVII TERMS AND CONDITIONS

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

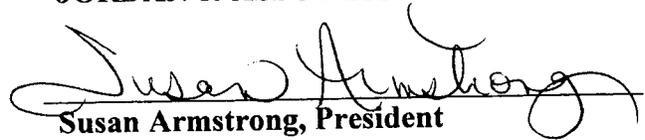
ARTICLE XVIII EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly qualified representatives this _____ day of _____, 2010.

GULF COUNTY

JORDAN & ASSOCIATES

Carmen L. McLemore Chair, BOCC


Susan Armstrong, President

ATTACHMENT "A"

FEDERAL PROVISIONS

Equal Employment Opportunities

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraphs A. through F. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September

24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance provided, however, that in the event the CONSULTANT becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract

with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, subcontractors and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

Record and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative and will be retained for six (6) years after the final closeout of the CLIENT agreement with DCA.

ATTACHMENT "B"

ADMINISTRATIVE SERVICES

Jordan & Associates will work with all Project Staff as necessary to accomplish the following **Administrative Services** as part of Gulf County's 2008 CDBG Disaster Recovery Program:

1. Establish liaison with Department of Community Affairs on the community's behalf.
2. Prepare Environmental Review documents including all mail outs and advertisements for submission to DCA.
3. Review the local government's compliance with state and federal regulations/ requirements concerning procurement, employment, personnel and property management, records retention, fair housing ethics, etc. and make recommendations for modifications, if necessary.
4. Financial Management Compliance: Coordinate, monitor and evaluate the direct costs of the overall program, including, but not limited to, the multiple activities outlined in the contract with DCA.
5. Prepare Request for Funds - to be submitted in a manner that will insure availability of funds to the local government when needed, in compliance with regulations.
6. Maintain all files for project according to CDBG Record keeping requirements.
7. Prepare written reports that may be required for submission to DCA. (i.e., Civil Rights Profile, Monitoring report response, financial reports, quarterly reports, MBE reports, HUD 2880, etc.)
8. Ensure that yearly Single Audits are submitted to DCA/HUD by due date (if required).
9. Ensure compliance with yearly Fair Housing Activity.
10. Assist the Citizens' Advisory Task Force and other interested community organizations in providing required program information and technical assistance to those who request such information to ensure compliance with active citizen participation.
11. Assist the County in responding to any written Citizen's Complaints (if necessary) according to the County's CDBG Complaint Procedure.
12. Be present to represent the local government during DCA monitoring visits. Respond to the monitoring reports as required.
13. Assist in the monitoring of the Project regarding DCA and HUD regulations. Meet with the local government to keep them updated on the progress of the Project.
14. Support the community in receiving an extension in the grant period that may be required as a result of unforeseen circumstances.
15. Prepare program closeout documents, including submission of reports to DCA.

Gulf County Administrative Cost Analysis

CDBG DRI Administrative Services Based on Lump Sum Fee

Environmental Review Process	<u>\$</u>	12,000.00
Maintain/Update Policies for Grant Recordkeeping/Monitoring with DCA Estimate includes two monitorings and potential for one amendment in recordkeeping	<u>\$</u>	19,625.00
Attend CATF Meetings/Commission Meetings (<i>when necessary</i>)	<u>\$</u>	6,000.00
Fair Housing Activities Minimum of two	<u>\$</u>	3,000.00
Financial Management Request for Funds Project Cost Tracking Budget Reports & Amendments	<u>\$</u>	12,375.00
Closeout Documents	<u>\$</u>	<u>4,000.00</u>
Total	\$	57,000.00

Estimated profit is \$5,000.00

*Profit is based on 2 year contract therefore, profit percentage (6-10%)
fluctuates according to length of actual project.*



FLORIDA DEPARTMENT of CORRECTIONS

Governor CHARLIE CRIST

Secretary WALTER A. McNEIL

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

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

July 15, 2010

Gulf County Board of County Commissioners William C. Williams, III, Chairman 1000 Cecil Costin Sr. Blvd. Port St. Joe, Florida 32456-1694 (850) 229-6111

Vertical stamp: RECEIVED... COUNTY COMMISSIONERS

Chairman Williams:

Enclosed for signature are two originals of Amendment #1 to Agreement #A1420 between the Department of Corrections and your organization.

This MOA is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency, including prior to, during, or immediately after a Hurricane or other related Natural Disaster, and subject to an Executive Order from the Division of Emergency Management activating the terms of this Agreement. Should an Executive Order be signed, the Department will comply with current procedure established for all requests for assistance through the State Emergency Operations Center.

This Agreement will begin on the date on which it is signed by both parties, whichever is later.

Please have both originals of the enclosed Agreement Amendment #1 signed and return both originals to this office, via Express Mail, for further processing as soon as possible. Once the Agreement has been executed by the Department, one executed original of the Agreement Amendment #1 will be returned to you.

Vertical stamp: FILED FOR RECORD REBECCA L. MORRIS CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA 2010 JUL 21 PM 3:33

Sharon L. Cherry c/o Florida Department of Corrections 2601 Blair Stone Road, Room B427 Tallahassee, Florida 32399-2500 (850) 410-4048

As a reminder, please be advised:

- to include the Agreement number (A1420) on all associated correspondence; and that material changes to the scope of services cannot be made except through a formal Agreement amendment, executed by both parties, and issued by this office.

If there are any questions, please call Sharon Cherry at (850) 410-4048.

Sincerely Sharon L. Cherry Government Operations Consultant II

BCC APPROVED DATE _____ D.C. _____

CONSENT DATE: 7/27/10 36

AGREEMENT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

GULF COUNTY BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Memorandum of Agreement between the Florida Department of Corrections ("Department") and the Gulf County Board of County Commissioners ("GCBOCC") which are the parties hereto.

This Amendment:

- revises Section I., TERM, first paragraph;
- revises Section II., GENERAL CONDITIONS, number one (1) and number two (2);
- revises Section V., A., Department's Agreement Administrator, second paragraph; and
- revises Section V., B., Agreement Managers, second paragraph.

Original Agreement period: September 25, 2007 through September 24, 2010

In accordance with Section VI., Review and Modification; the following changes are hereby made:

1. Section I., **TERM** is hereby revised to read:

This Agreement began on September 25, 2007, and shall end at midnight on September 24, 2013.

This Agreement is in its final renewal period.

2. Section II., **GENERAL CONDITIONS**, number one (1) and number two (2) are hereby revised to read:

1. Emergency contacts for the Department, including twenty-four (24) hour contact number, are as follows: Wendel Whitehurst, Assistant Secretary of Institutions-Operations, Telephone: (850) 488-4757.
2. Emergency contacts for the GCBOCC including twenty-four (24) hour contacts and pager numbers are as follows: Michael Hammond, Gulf County Transition Coordinator or Captain Evette Farmer, Gulf County Jail Administrator, Telephone: (850) 227-1125.

3. Section V., A., Department's Agreement Administrator, second paragraph, is hereby revised to read:

The position, 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)

4. Section V., B., Agreement Managers, second paragraph, for the Department is hereby revised to read:

FOR THE DEPARTMENT
Wendel Whitehurst
Assistant Secretary of Institutions
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-4757 (telephone)
(850) 487-3701 (facsimile)
whitehurst.wendel@mail.dc.state.fl.us

FOR THE GCBOCC
William C. Williams, III
Chairman
1000 Cecil Costin Sr. Blvd.
Port St. Joe, Florida 32456-1694
(850) 229-6111 (telephone)
(850) 227-1128 (facsimile)
mhammond@gulfcounty_fl.gov
Ef farmer@gulfcounty_fl.gov

All other terms and conditions of the original Agreement remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

THIS SPACE INTENTIONALLY LEFT BLANK

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

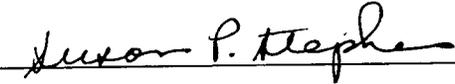
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

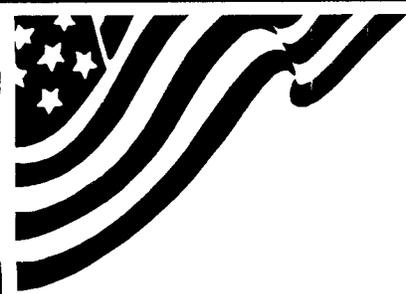
SIGNED BY: _____
NAME: CARMEN L. MCLEMORE
TITLE: Chairman
DATE: _____

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:  Kathleen Von Hoene
TITLE: General Counsel
Department of Corrections
DATE: 6-30-10



Linda Griffin

40

Supervisor of Elections
Gulf County

401 Long Ave. • Port St. Joe, Florida 32456-1707

July 9, 2010

Mr. Carmen McLemore, Chairman
Board of County Commissioners

RE: \$243.33 Matching Funds

Mr. Chairman:

Please sign the enclosed form certifying that the county will provide matching funds for the Federal Election Activities grant in FY 2010-2011 to my office in an amount equal to at least 15% of the amount to be received from the state, which for Gulf County is \$243.33. I have included this amount of required matching funds in my 2010-2011 proposed budget.

Respectfully,

Linda Griffin, Supervisor of Elections

CLERK OF COUNTY COMMISSIONERS
JUL 21 2010

Attachment

CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

2010 JUL 21 PM 3:33

BCC APPROVED

DATE _____ D.C. _____

CONSENT
DATE: 7/27/10

40

Certificate Regarding Matching Funds

I, _____, Chairman of the Board of County Commissioners of Gulf County, Florida, do hereby certify that the Board of County Commissioners will provide matching funds for the Federal Election Activities grant in county FY 2010-11 to the Supervisor of Elections in an amount equal to at least 15% of the amount to be received from the state, which for Gulf County is \$243.33. I understand that if the Board fails to appropriate the required matching funds, all funds received from the state for this grant during the 2010-11 state fiscal year will be required to be returned to the Department of State.

Chairman, Board of County Commissioners

Date

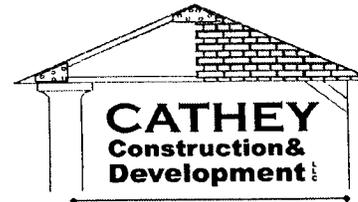
DEPARTMENT OF STATE
DIVISION OF ELECTIONS
FEDERAL ELECTION ACTIVITIES
FY 2010-11

COUNTY	2008 GENERAL ELECTION REGISTERED VOTERS	FEDERAL ELECTION ACTIVITIES FUNDING PER COUNTY	COUNTY MATCHING FUNDS 15%
Alachua	154,706	\$ 27,509.07	\$ 4,126.36
Baker	14,172	\$ 2,520.00	\$ 378.00
Bay	110,739	\$ 19,691.07	\$ 2,953.66
Bradford	15,732	\$ 2,797.39	\$ 419.61
Brevard	351,488	\$ 62,499.90	\$ 9,374.98
Broward	1,008,656	\$ 179,354.34	\$ 26,903.15
Calhoun	8,622	\$ 1,533.12	\$ 229.97
Charlotte	118,837	\$ 21,131.02	\$ 3,169.65
Citrus	102,742	\$ 18,269.09	\$ 2,740.36
Clay	120,656	\$ 21,454.47	\$ 3,218.17
Collier	203,075	\$ 36,109.82	\$ 5,416.47
Columbia	38,272	\$ 6,805.34	\$ 1,020.80
DeSoto	15,613	\$ 2,776.23	\$ 416.43
Dixie	10,775	\$ 1,915.96	\$ 287.39
Duval	536,588	\$ 95,413.49	\$ 14,312.02
Escambia	195,193	\$ 34,708.28	\$ 5,206.24
Flagler	60,079	\$ 10,682.96	\$ 1,602.44
Franklin	7,722	\$ 1,373.09	\$ 205.96
Gadsden	30,128	\$ 5,357.22	\$ 803.58
Gilchrist	10,721	\$ 1,906.36	\$ 285.95
Glades	6,584	\$ 1,170.74	\$ 175.61
Gulf	9,123	\$ 1,622.21	\$ 243.33
Hamilton	7,688	\$ 1,367.04	\$ 205.06
Hardee	11,802	\$ 2,098.57	\$ 314.79
Hendry	16,936	\$ 3,011.48	\$ 451.72
Hernando	123,013	\$ 21,873.58	\$ 3,281.04
Highlands	66,092	\$ 11,752.16	\$ 1,762.82
Hillsborough	701,464	\$ 124,730.94	\$ 18,709.64
Holmes	11,513	\$ 2,047.19	\$ 307.08
Indian River	90,053	\$ 16,012.79	\$ 2,401.92
Jackson	28,128	\$ 5,001.59	\$ 750.24
Jefferson	10,310	\$ 1,833.27	\$ 274.99
Lafayette	4,469	\$ 794.66	\$ 119.20
Lake	188,702	\$ 33,554.08	\$ 5,033.11
Lee	320,512	\$ 56,991.90	\$ 8,548.78
Leon	174,544	\$ 31,036.57	\$ 4,655.49
Levy	25,924	\$ 4,609.68	\$ 691.45
Liberty	4,304	\$ 765.32	\$ 114.80
Madison	12,278	\$ 2,183.21	\$ 327.48
Manatee	206,211	\$ 36,667.44	\$ 5,500.12
Marion	214,722	\$ 38,180.83	\$ 5,727.12
Martin	101,155	\$ 17,986.89	\$ 2,698.03

LETTER OF TRANSMITTAL

Cathey Construction & Development

103 North 30th Street
 P.O. Box 13107
 Mexico Beach, FL 32410
 Phn: (850) 648-5100 / Fax: (850) 648-5105



To: **Gulf County Administration**
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456

Date: 7/1/10 **Job #:** 0914
Attn: Lynn Lanier
RE: Highland View Fire Station
 Gulf County, Florida

Please find the following attached:

- Shop Drawings Specifications Plans Samples
 Letter Contracts/ PO Change Order Other

Copies	Tracking #	Description
1		DPO # 0914-02 Couch Ready Mix

- For your use For approval For credit For bids due
 Approved as noted Returned for correction Revise and resubmit

Remarks:

Please have the attached executed and returned to our office.

Thank You!

FILED FOR RECORDED
 REBECCA LANIER
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA

2010 JUL 21 PM 3:35

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 32227-62100

RECEIVED COUNTY ENGINEERS
 2010 JUL 30 AM 10:19

CC:/ File _____

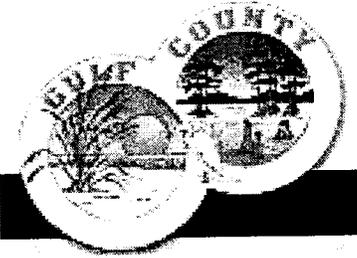
SIGNED: Cecelia Anderson
 Cecelia Anderson
 Office Manager

CONSENT
 DATE: 7/2/10

If enclosures are not received as noted, please notify us at once.

White - Addressee Yellow - Office File

DIRECT PURCHASE REQUISITION



Gulf County Board of County Commissioners

1000 Cecil G. Costin Blvd.

Port St. Joe, FL 32456

P.R. #: 0914-02

Date: 6/30/2010

Issued To:

Deliver To:

Couch Ready Mix
 Attn: Dee Rowland
 P.O. Box 9420
 Panama City Beach, FL 32417

Cathey Construction & Development
 Attn: Mr. Kevin Duncan - Project Manager
 7590 Cape San Blas Road
 Port St. Joe, FL 32456

ITEM NO.	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
	150 cy	3000 PSI Blended Concrete	\$ 86.00	\$ 12,900.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL: \$ 12,900.00

SALES TAX SAVINGS: \$ 824.00

TOTAL ENCUMBRANCE: \$ 13,724.00

On Behalf of Subcontractor:

CC&D
 P.O. Box 13107
 Mexico Beach, FL 32410
 Phn: (850) 648-5100

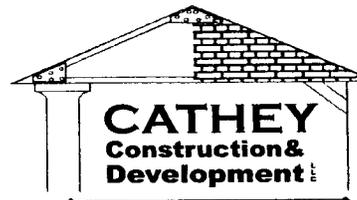
Authorized Signature for Gulf County


Authorized Signature for Cathey Construction

LETTER OF TRANSMITTAL

Cathey Construction & Development

103 North 30th Street
 P.O. Box 13107
 Mexico Beach, FL 32410
 Phn: (850) 648-5100 / Fax: (850) 648-5105



To: **Gulf County Administration**
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456

Date: 7/12/10 **Job #:** 0914
Attn: Lynn Lanier
RE: Highland View Fire Station
 Gulf County, Florida

Please find the following attached:

- | | | | |
|--|---|---------------------------------------|----------------------------------|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Specifications | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Letter | <input checked="" type="checkbox"/> Contracts/ PO | <input type="checkbox"/> Change Order | <input type="checkbox"/> Other |

Copies	Tracking #	Description
1		DPO: Key Electric

- | | | | |
|--|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> For your use | <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> For credit | <input type="checkbox"/> For bids due |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Returned for correction | <input type="checkbox"/> Revise and resubmit | |

Remarks:

Please review the attached, let us know if you have any questions.

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 32222-62100

REBECCA L. ROLLINS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2010 JUL 21 PM 3:39

PH 12:01
 COUNTY CLERK
 GULF COUNTY, FLORIDA

CC:/ File _____

SIGNED:

Miranda Rollins

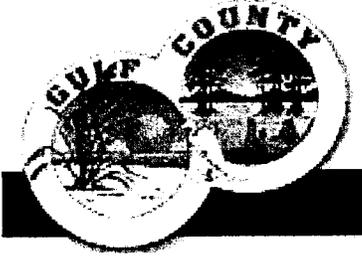
Miranda Rollins
 Administrative Assistant

If enclosures are not received as noted, please notify us at once.

White - Addressee Yellow - Office File

CONSENT **45**
 DATE: 7/27/10

DIRECT PURCHASE REQUISITION



Gulf County Board of County Commissioners

1000 Cecil G. Costin Blvd.
Port St. Joe, FL 32456

P.R. #: 0914-03

Date: 7/12/2010

Issued To:

Deliver To:

Key Electric

Attn: Wayne Turk
1416 Harrison Avenue
Panama City, FL

Cathey Construction & Development

Attn: Mr. Kevin Duncan - Project Manager
193 Snapper Street
Port St. Joe, FL 32456

ITEM NO.	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
	1	Gear Price-Generator	\$ 14,199.85	\$ 14,199.85
	1	Lighting Price	\$ 6,000.00	\$ 6,000.00
	1	Copper Wire	\$ 3,000.00	\$ 3,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL: \$ 23,199.85

SALES TAX SAVINGS: \$ 1,442.00

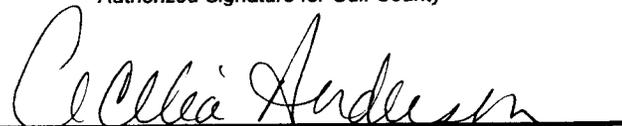
TOTAL ENCUMBRANCE: \$ 24,641.85

On Behalf of Subcontractor:

Guffey Electric

Po Box 572
Wewahitchka, FL 32465

Authorized Signature for Gulf County



Authorized Signature for Cathey Construction

LETTER OF TRANSMITTAL

Cathey Construction & Development

103 North 30th Street
 P.O. Box 13107
 Mexico Beach, FL 32410
 Phn: (850) 648-5100 / Fax: (850) 648-5105



To: **Gulf County Administration**
 1000 Cecil G. Costin, Sr. Blvd.
 Port St. Joe, FL 32456

Date: 7/12/10	Job #: 0914
Attn: Lynn Lanier	
RE: Highland View Fire Station Gulf County, Florida	

Please find the following attached:

- | | | | |
|--|---|---------------------------------------|----------------------------------|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Specifications | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Letter | <input checked="" type="checkbox"/> Contracts/ PO | <input type="checkbox"/> Change Order | <input type="checkbox"/> Other |

Copies	Tracking #	Description
1		DPO: Mize Plumbing

RECEIVED
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2010 JUL 21 PM 12:00

- | | | | |
|--|--|--|---------------------------------------|
| <input checked="" type="checkbox"/> For your use | <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> For credit | <input type="checkbox"/> For bids due |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Returned for correction | <input type="checkbox"/> Revise and resubmit | |

Remarks:

Please review the attached, let us know if you have any questions.
 Thank You

BCC APPROVED
 DATE _____ D.C. _____
 ACCT. # 3222-62100

CC:/ File _____

SIGNED: *Miranda Rollins*
 Miranda Rollins
 Administrative Assistant

If enclosures are not received as noted, please notify us at once.

CONSENT **47**
 DATE: 7/27/10

DIRECT PURCHASE REQUISITION



Gulf County Board of County Commissioners

1000 Cecil G. Costin Blvd.
Port St. Joe, FL 32456

P.R. #: 0914-04

Date: 7/12/2010

Issued To:

Deliver To:

Mize Plumbing Service & Supply
520 First Street
Port St Joe, FL 32456

Cathey Construction & Development
Attn: Mr. Kevin Duncan - Project Manager
193 Snapper Street
Port St. Joe, FL 32456

ITEM NO.	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
	1	Plumbing Package	\$ 8,234.00	\$ 8,234.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL: \$ 8,234.00

SALES TAX SAVINGS: \$ 544.04

TOTAL ENCUMBRANCE: \$ 8,778.04

On Behalf of Subcontractor:

Mize Plumbing Service & Supply
520 First Street
Port St Joe, FL 32456

Authorized Signature for Gulf County

Cecilia Anderson

Authorized Signature for Cathey Construction

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (Grantee) Gulf County Board of County Commissioners
(Name of library governing body)

Governing body for Gulf County Public Libraries
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

BCC APPROVED
DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2010 JUL -7 AM 10:58

CONSENT
DATE: 7/27/10

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
Clifton Building, Suite 320
2661 Executive Center Circle
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State employee to avoid a potential violation of those statute
- g. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.
- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.

- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.60, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries

Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

- n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

Chair of Governing Body or
Chief Executive Officer

Typed Name

Date

Clerk or Chief Financial Officer

Typed Name and Title of Official

Date

THE DIVISION

Florida Department of State
Division of Library and Information Services

Typed Name

Date

Division Witness

Date



GULF COUNTY TAX COLLECTOR

SHIRLEY J. JENKINS, CFC
TAX COLLECTOR
sjjgulfcotxcoll@fairpoint.net

Port St. Joe Office

1000 Cecil G. Costin Sr Blvd Rm 100
Port St. Joe, FL 32456
Telephone: (850) 229-6116 / 229-6652
Fax: (850) 229-9224

Wewahitchka Office

P.O. Box 681
Wewahitchka, FL 32465
Telephone: (850) 639-2655
Fax: (850) 639-6977

To: Rebecca Norris, Clerk Of Courts
From: Shirley J. Jenkins Tax Collector *Shirley*
Date: July 19, 2010

Subject: Inventory

40-90 Deleted from Inventory IBM Typewriter

BCC APPROVED
DATE _____ D.C. _____

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FL 32465
2010 JUL 19 PM 2:39

AshBritt Environmental's Costs of Services Performed for Gulf County, FL for May 2010

Senior Project Manager	Hourly		Rate (overtime)	Dates on site:	Dates working not on site:	Total Hours Straight Time	Total Hours Overtime	Subsistence \$87.75/day	Subtotal
	Rate (straight time)	Rate (overtime)							
Matt Gordon	\$124.00	\$150.00	\$150.00	5/3-5/7, 5/10-5/14		78	\$	977.50	\$ 10,648.50
Rob Ray	\$124.00	\$150.00	\$150.00	5/13-5/14, 5/17-5/19		36	\$	488.75	\$ 4,982.75
Project Engineer									
Mark Bunge	\$80.50	\$136.00	\$136.00	7-May	5/3-5/19	20	\$	97.75	\$ 1,907.75
Dow Knight	\$80.50	\$136.00	\$136.00	4-May		7	\$	97.75	\$ 731.25
G88 Command Link									
Unit 1 (G88 capable)	\$1,238.70					22			\$ 27,291.40
Delivery & Set Up									\$ 8,850.00
Demobilization									\$ 8,850.00
Generator 25.1 to 35 KW	\$338.50					7			\$ 2,356.50
Delivery & Set Up									\$ 108.25
Demobilization									\$ 108.25
Grand Total:									\$ 65,766.88

REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2010 JUL 15 AM 10:40

Cathey Construction & Development

P.O. Box 13107
 103 North 30th Street
 Mexico Beach, FL 32410
 USA

Voice: (850) 648-5100
 Fax: (850) 648-5105

INVOICE 57

Invoice Number: 1003-RET
 Invoice Date: Jul 21, 2010
 Page: 1

Duplicate

Bill To:
 Gulf County SHIP
 401 Peters St
 Port St. Joe, FL 32456
 USA

Ship To:
 Gibbs, Steve
 401 Peters St
 Port St. Joe, FL 32456
 USA

Customer ID	Customer PO	Payment Terms	
Gibbs		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/20/10

Quantity	Item	Description	Unit Price	Amount
1.00	Retainage Recievable	Retainage Due on SHIP project for Steve Gibbs	159.85	159.85

BCC APPROVED

DATE _____ D.C. _____

RECEIVED
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FL 32060
 2010 JUL 21 PM 4:55

Subtotal	159.85
Sales Tax	
Total Invoice Amount	159.85
Payment/Credit Applied	
TOTAL	159.85

Check/Credit Memo No:

**Reimbursement Invoice
Charge Statement
(Please keep for your records.)**

UT Account # : 9975527
Business Partner # : 749884

•	Claimant's Name	Social Security Number	Expiration Date of Claim	# Weeks of Benefits Paid in Quarter	Charges to Your Account
	GERALD SHEARER		02/27/2011	12	3,300.00
	WILLY E BOYKINS		05/08/2011	5	1,375.00
	DAVID LEWIS		02/27/2011	12	3,300.00
	AMANDA ATCHISON		02/27/2011	12	3,216.00
Total this page					\$11,191.00
TOTAL THIS INVOICE					\$11,191.00

2010 JUL 19 AM 10:47
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

• Location Code listed on Determination of Unemployment Compensation Claim Filed (Form UCB-412)

Do not remit less than \$1.00

Charges to your account:

- A = Correction to charges in prior quarters.
- CR = Credit reducing or removing benefit charges in prior quarters.
- EB = Extended Benefits

Journal Transfer #: 75-50-2-767002-75200200-00-000300-00
Object Code #: 003000

Payment Options (U.S. Funds Only)

Check or Money Order:

Make check or money order payable to Florida U.C. Fund.

- Write your reporting period and UT Account # (see front of coupon) on your check or money order.
- Mail check or money order with your bill payment coupon in the enclosed return envelope.

Online e-Check or Credit Card:

- Initiate payment online at www.myflorida.com/dor
- Print and retain the confirmation page for your records.
- Do NOT send bill payment coupon to the Department.

Cash:

- Do NOT send cash by mail.
- Hand-deliver cash payments and your bill payment coupon to your local service center. Obtain and keep dated receipt for your records.

Instructions for Completing a Machine-Readable Form

Use black ink. Do not make any stray marks in boxed field areas.

Hand-Printed: If hand printing this document, print your numbers as shown and write one number per box. Write within the boxes.

25 .

Machine reads a \$25.00 payment.

Machine-Typed: If typing this document, type through the boxes and type all of your numbers together. Do not use a comma, period, or dash (, . or -). Indicate cents with two numbers.

2500 .

Machine reads a \$25.00 payment.



child protection teams

CHILDREN'S MEDICAL SERVICES
FLORIDA DEPARTMENT OF HEALTH

210 E. 11th Street
Panama City, FL 32401
850-872-4726

Administered By :



Invoice

To: Gulf County Commission
Date: July 6, 2010
Re: Request for June Reimbursement

DR. CURRY

Date	HSN	# of Evaluations	Total
06/23/10	10-115161	1	\$175.00
		Total:	\$175.00

Total: \$175.00

BCC APPROVED

DATE _____ D.C. _____

ACCT. # 21111 - 31300

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2010 JUL 21 PM 3:33



SEN 60
7/29/10



child protection teams

CHILDREN'S MEDICAL SERVICES
FLORIDA DEPARTMENT OF HEALTH

210 E. 11th Street
Panama City, FL 32401
850-872-4726

Administered By :



Affidavit

State of Florida
County of Gulf

Before me appeared the undersigned who having been sworn states the following:

1. I do certify the attached financial report as true, accurate, and directly related to CPT contract number CPT2A.

Sworn and subscribed to before me this 6th day of July, 2010 by:

Signature: _____

Date: _____

Name: Lamar Hobbs

Title: Executive Director

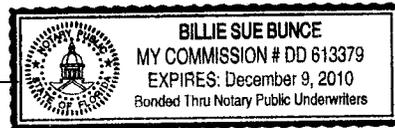
Notary Public: _____

Billie Sue Bunce

My commission expires: _____

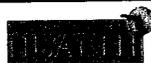
12/09/2010

Personally known: or produced identification: _____



Type of identification produced: _____

2010 JUN 30 AM 10:38
GULF COUNTY
COMMISSIONERS



Florida Freedom Newspapers, Inc.

PUBLISHERS OF THE STAR
Published Weekly
Port St. Joe, Gulf County, Florida

FILED FOR RECORD
RECEIVED
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2010 JUL -9 AM 11:00

**STATE OF FLORIDA
COUNTY OF BAY**

Before the undersigned authority personally appeared JoAnn Greenlee, who on oath says that she is a Legal Advertising Representative of The Star, a weekly newspaper published in the English language, and of general circulation published in the City of Port St. Joe, Florida, in said county and state, and that the attached copy of advertisement, being a Legal Advertisement #7843S in the matter of Notice of Unclaimed Money held by the Gulf Clerk of Circuit Court - Unclaimed Money in the Gulf County Court, was published in said newspaper in the issue of July 8, 2010.

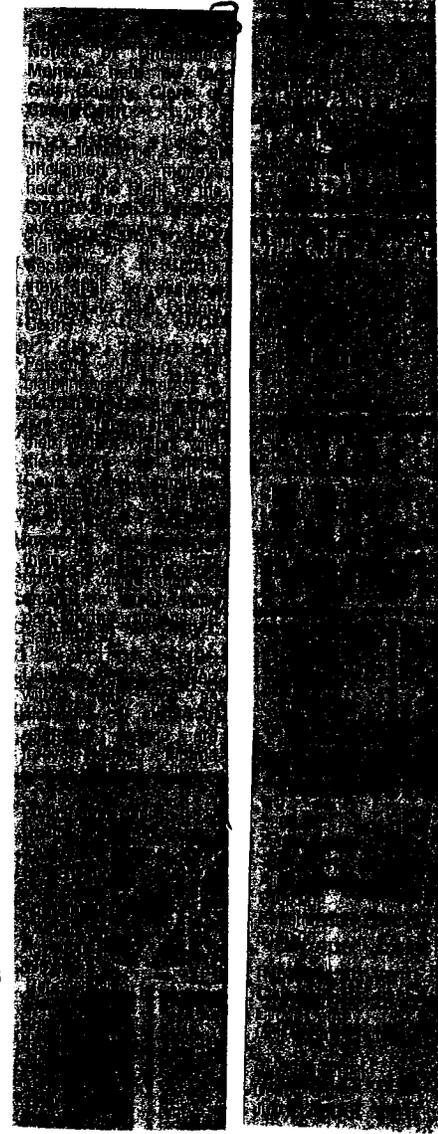
Deponent further says that The Star has been continuously published as a weekly newspaper issued each Thursday and has been entered as second class mail matter at the Post Office in Port St. Joe, Gulf County, Florida, for a period of more than one year next preceding the first publication of the attached copy of advertisement; and deponent further says that she has neither paid nor promised any persons, firm, corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

JoAnn Greenlee

State of Florida
County of Bay

Sworn and subscribed before me this 8th day of July, A.D., 2010..

By JoAnn Greenlee, Legal Advertising Representative of the Star, who is personally known to me or has produced NA as identification.



Marie L. Forrest
Notary Public, State of Florida at Large

BCC APPROVED
DATE _____ D.C. _____

Ad # 2010-45

RESOLUTION NO. 2010-_____

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

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, F.S. to provide funds to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044, F.S. to enter into an agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that eligibility requirements have been met; and

WHEREAS, F.D.O.T. is willing to provide Gulf County with financial assistance through financial project #425654-1-58-01 for the paving of lola Road from lola Landing Road to Porter Landing Road;

NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COMMISSIONERS that the Chairman of the Board be authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the paving of lola Road from lola Landing Road to Porter Landing Road.

ADOPTED this 27th day of July, 2010.

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

ATTEST:

CARMEN L. McLEMORE, CHAIRMAN

CLERK / DEPUTY CLERK

BCC APPROVED

DATE _____ D.C. _____

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

This County Incentive Grant Program (CIGP) Agreement hereinafter referred to as the "AGREEMENT" by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Gulf County, hereinafter referred to as the "COUNTY."

RECITALS

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this AGREEMENT; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT shall reimburse the COUNTY for direct costs under Financial Project No. 425654-1-58-01 for the paving of Iola Road from Iola Landing Road to Porter Landing Road, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the ____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement;

WHEREAS, the recitals set forth above are true and correct and are deemed to be restated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: paving Iola Road from Iola Landing Road to Porter Landing Road.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing (Exhibit A, Notice of Completion).

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including PROJECT budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the PROJECT.

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements of the DEPARTMENT'S Construction Training and Qualification Program. The COUNTY may chose to satisfy this requirement by either hiring a DEPARTMENT-prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

G. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

H. The COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without prior written consent of the DEPARTMENT.

I. All notices under this AGREEMENT shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
ATTN: Myra Suggs	
Florida Department of Transportation	
PO Box 607	
Chipley, Florida 32428	

2. TERM

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The DEPARTMENT will provide the COUNTY with an official Notice to Proceed date by letter following the execution of the AGREEMENT. The COUNTY agrees to complete the PROJECT in accordance with the schedule described below. If the COUNTY does not complete or maintain the project in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

- a) Design to be completed on or before **1-31-2011**.
- b) Construction contract to be let on or before **03-31-2011**.
- c) Construction to be completed on or before **12-31-2011**.

B. This AGREEMENT shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this AGREEMENT.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT. The parties agree that the estimated total PROJECT costs are One million six hundred seventy-three thousand seven hundred thirty-two dollars (\$1,673,732). The parties further agree that the DEPARTMENT's maximum participation is **Eight hundred thirty-six thousand eight hundred sixty-six dollars (\$836,866)** and all remaining costs of the PROJECT will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

- monthly, or
 - quarterly, or
 - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) The DEPARTMENT shall reimburse the COUNTY upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of

the check tendered by the COUNTY to the consultant/contractor who performed the work under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.

iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services.

C. Within thirty (30) days after completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, (Exhibit A, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

D. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty-five (25) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty-five (25) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

D. If a warrant in payment of an invoice is not issued within 40 days after the invoice is received and the goods or services are received, inspected and approved, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

E. If this AGREEMENT involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

F. The DEPARTMENT's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

G. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

H. Travel costs will not be reimbursed.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Helpline, 1-877-693-5236.

J. Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

L. It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in 129.06 Florida Statutes, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for Section 129.07 Florida Statutes.

M. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant or subconsultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4. INDEMNITY AND INSURANCE

A. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this AGREEMENT, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

B. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this AGREEMENT:

"Each contractor/subcontractor, consultant/subconsultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any intentional act and /or negligent act or occurrence of omission or commission of the contractor/subcontractor, consultant/subconsultant, its officers, agents, or employees. Neither the contractor/subcontractor, consultant/subconsultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

C. **LIABILITY INSURANCE.** In accordance with 768.28 (5) Florida Statutes, the COUNTY shall carry or cause its contractor/subcontractor, consultant/subconsultant, to carry and keep in force during the period of this AGREEMENT a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$500,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT and obtain an endorsement to such policy naming the DEPARTMENT as an additional insured. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits.

D. **WORKERS' COMPENSATION.** The COUNTY shall also carry or cause its contractor/subcontractor, consultant/subconsultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this AGREEMENT.

C. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT for purposes other than those set out in Section 337.274, Florida Statutes.

6. AUDIT

A. The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B. MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this AGREEMENT, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

i) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit B to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this

part.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

v) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

D. STATE AUDITS

i) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit B to this agreement indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

iii) In connection with the audit requirements addressed in sub-paragraph i) the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97,

Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

v) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

E. OTHER AUDIT REQUIREMENTS

i) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

ii) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Comptroller, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

a) The DEPARTMENT at each of the following addresses:
 Florida Department of Transportation
 Attn: Myra Suggs, JPA Coordinator
 1074 Highway 90
 Chipley, Florida 32428

b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132

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

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT and conducted in accordance with OMB Circular A-133, as revised, is **not** required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- a) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Myra Suggs, JPA Coordinator
1074 Highway 90
Chipley, Florida 32428

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the following:

- a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Myra Suggs, JPA Coordinator
1074 Highway 90
Chipley, Florida 32428

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Myra Suggs, JPA Coordinator
1074 Highway 90
Chipley, Florida 32428

v) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This AGREEMENT may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than

unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.

D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.

F. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.

G. This AGREEMENT shall be effective upon execution by both parties and shall continue

in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this ___ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the ___ day of _____, 2010, and the DEPARTMENT has executed this AGREEMENT through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, 2010.

GULF COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT THREE

NAME: _____

DOT Legal Review:

Availability of Funds Approval:

(Date)

Exhibit A
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and GULF COUNTY, Florida

PROJECT DESCRIPTION _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____
_____.

(GULF COUNTY, Florida)

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications.

SEAL:

By: _____, P.E.

Name: _____

Date: _____

Exhibit B AUDIT

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:
Catalog of Federal Domestic Assistance: (Number & Title)
Amount:

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency:	Florida Department of Transportation
Catalog of State Financial Assistance:	County Incentive Grant Program (55.008)
Amount:	\$836,866.00

Compliance Requirements

The PROJECT must...

1. be a facility. CIGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the PROJECT is not in these plans, it must be amended into them within six months of application.

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

RESOLUTION NO. 2010-_____

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

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, F.S. to provide funds to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044, F.S. to enter into an agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that eligibility requirements have been met; and

WHEREAS, F.D.O.T. is willing to provide Gulf County with financial assistance through financial project #428035-1-58-01 for the paving of Old Bay City Road from C.R. 387 (Doc Whitfield Road) to South of Ross Stripling Road;

NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COMMISSIONERS that the Chairman of the Board be authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the paving of Old Bay City Road from C.R. 387 (Doc Whitfield Road) to South of Ross Stripling Road.

ADOPTED this 27th day of July, 2010.

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

ATTEST:

CARMEN L. McLEMORE, CHAIRMAN

CLERK / DEPUTY CLERK

BCC APPROVED

DATE _____ D.C. _____

Financial Project No.: 428035-1-58-01
 Catalog of State Financial Assistance No. 55.008
 COUNTY: Gulf

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

This County Incentive Grant Program (CIGP) Agreement hereinafter referred to as the "AGREEMENT" by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Gulf County, hereinafter referred to as the "COUNTY."

RECITALS

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this AGREEMENT; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT shall reimburse the COUNTY for direct costs under Financial Project No. 428035-1-58-01 for the paving of Old Bay City Road from CR 387 (Doc Whitfield Road) to South of Ross Stripling Road, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the ____ day of _____, 2010, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement;

WHEREAS, the recitals set forth above are true and correct and are deemed to be restated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: paving of Old Bay City Road from CR 387 (Doc Whitfield Road) to South of Ross Stripling Road.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing (Exhibit A, Notice of Completion).

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including PROJECT budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the PROJECT.

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements of the DEPARTMENT'S Construction Training and Qualification Program. The COUNTY may chose to satisfy this requirement by either hiring a DEPARTMENT-prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

G. The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the current Standard Specifications for Road and Bridge Construction.

H. The COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without prior written consent of the DEPARTMENT.

I. All notices under this AGREEMENT shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
ATTN: Myra Suggs	
Florida Department of Transportation	
PO Box 607	
Chipley, Florida 32428	

2. TERM

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The DEPARTMENT will provide the COUNTY with an official Notice to Proceed date by letter following the execution of the AGREEMENT. The COUNTY agrees to complete the PROJECT in accordance with the schedule described below. If the COUNTY does not complete or maintain the project in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

- a) Design to be completed on or before **1-31-2011**.
- b) Construction contract to be let on or before **03-31-2011**.
- c) Construction to be completed on or before **12-31-2011**.

B. This AGREEMENT shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this AGREEMENT.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT. The parties agree that the DEPARTMENT's maximum participation is **Six hundred twenty-one thousand seven hundred seventy-nine dollars (\$621,779)** and all remaining costs of the PROJECT will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

 x - monthly, or

 - quarterly, or

 - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) The DEPARTMENT shall reimburse the COUNTY upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the check tendered by the COUNTY to the consultant/contractor who performed the work under the PROJECT. Supporting documentation shall also include dates of services and items of work

performed on the PROJECT.

iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services.

C. Within thirty (30) days after completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, (Exhibit A, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

D. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty-five (25) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty-five (25) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

D. If a warrant in payment of an invoice is not issued within 40 days after the invoice is received and the goods or services are received, inspected and approved, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

E. If this AGREEMENT involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

F. The DEPARTMENT's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

G. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

H. Travel costs will not be reimbursed.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Helpline, 1-877-693-5236.

J. Records of costs incurred under terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

L. It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in 129.06 Florida Statutes, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for Section 129.07 Florida Statutes.

M. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant or subconsultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4. INDEMNITY AND INSURANCE

A. When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this AGREEMENT, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

B. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this AGREEMENT:

"Each contractor/subcontractor, consultant/subconsultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any intentional act and /or negligent act or occurrence of omission or commission of the contractor/subcontractor, consultant/subconsultant, its officers, agents, or employees. Neither the contractor/subcontractor, consultant/subconsultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

C. LIABILITY INSURANCE. In accordance with 768.28 (5) Florida Statutes, the COUNTY shall carry or cause its contractor/subcontractor, consultant/subconsultant, to carry and keep in force during the period of this AGREEMENT a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$500,000 each occurrence, for the services to be rendered in accordance with this AGREEMENT and obtain an endorsement to such policy naming the DEPARTMENT as an additional insured. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits.

D. WORKERS' COMPENSATION. The COUNTY shall also carry or cause its contractor/subcontractor, consultant/subconsultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of

race, color, religion, sex, or national origin in the performance of work under this AGREEMENT.

C. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT for purposes other than those set out in Section 337.274, Florida Statutes.

6. AUDIT

A. The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B. MONITORING

i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this AGREEMENT, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C. FEDERAL AUDITS

i) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit B to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

v) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

D. STATE AUDITS

i) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

ii) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit B to this agreement indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

iii) In connection with the audit requirements addressed in sub-paragraph i) the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

v) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

E. OTHER AUDIT REQUIREMENTS

i) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

ii) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Comptroller, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

a) The DEPARTMENT at each of the following addresses:
 Florida Department of Transportation
 Attn: Myra Suggs, JPA Coordinator
 1074 Highway 90
 Chipley, Florida 32428

b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
 Bureau of the Census
 1201 East 10th Street
 Jeffersonville, IN 47132

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

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) of this AGREEMENT and conducted in accordance with OMB Circular A-

133, as revised, is **not** required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- a) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Myra Suggs, JPA Coordinator
1074 Highway 90
Chipley, Florida 32428

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the following:

- a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Myra Suggs, JPA Coordinator
1074 Highway 90
Chipley, Florida 32428

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this AGREEMENT shall be submitted by or on behalf of the

recipient directly to the DEPARTMENT at the following address:

- a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
 Attn: Myra Suggs, JPA Coordinator
 1074 Highway 90
 Chipley, Florida 32428

v) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This AGREEMENT may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at

which the AGREEMENT is to be terminated.

D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this AGREEMENT shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this AGREEMENT shall remain in full force and effect provided that the part of this AGREEMENT thus invalidated or declared unenforceable is not material to the intended operation of this AGREEMENT.

F. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.

G. This AGREEMENT shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this AGREEMENT to be executed in its behalf this ___ day of _____, 2010, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the ___ day of _____, 2010, and the DEPARTMENT has executed this AGREEMENT through its District Secretary for District Three, Florida Department of Transportation, this _____ day of _____, 2010.

GULF COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT THREE

NAME: _____

DOT Legal Review:

Availability of Funds Approval:

(Date)

Exhibit A
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and GULF COUNTY, Florida

PROJECT DESCRIPTION _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____

_____.

(GULF COUNTY, Florida)

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications.

SEAL:

By: _____, P.E.

Name: _____

Date: _____

Exhibit B AUDIT

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:
Catalog of Federal Domestic Assistance: (Number & Title)
Amount:

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency:	Florida Department of Transportation
Catalog of State Financial Assistance:	County Incentive Grant Program (55.008)
Amount:	\$621,779.00

Compliance Requirements

The PROJECT must...

1. be a facility. CIGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the PROJECT is not in these plans, it must be amended into them within six months of application.

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