

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>JUNE 9, 2015</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-134
3. County Staff Business		
4. Board Business		
5. Sea Shores Drive – Gulf Aire Access		
-Teddy Mariolis – Sea Shores Drive Road Expansion		
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

June 9, 2015

1. Minutes – April 22, 2015 – Special Meeting 1-14
 – April 28, 2015 – Regular Meeting 15-34
 – May 5, 2015 – Special Supplemental Budget Meeting 35-36
 – May 5, 2015 – Special Meeting 37-38

2. Approval of Checks and Warrants for May, 2015 which are incorporated
 herein by reference, pursuant to Chapter 136.06 F.S. 39-45

3. Agreement – Division of Emergency Management (State-Funded Subgrant
 * 16-BG-83-02-33-01-022 * \$105,806.00) 46-80

 – Division of Emergency Management (Federally-Funded Sub-
 grant * 16-FG- -02-33-01-089 * \$54,765.00) 81-118

4. Bid Award – Bid #1415-21 * Purchase New Full Size SUV 4X4 for Emergency
 Management (River Ben Ford * \$41,150.16) 119-123

5. Policy – Gulf County S.H.I.P. Participant/ Decedent Forgiveness Policy 124-126

6. Request – Beach Blast Triathlon (Temporarily Close U.S. Highway 98 *
 September 12, 2015) 127

 – Gulf County E.D.C. (Approve Tri-fold Marketing Brochure) 128-129

 – Gulf County Public Works (Proceeds from the Metal Sold go
 to Public Works Budget * Purchase Wheeled
 Excavator) 130

 – Run for More Lives (Organize Run at Veterans’ Park Beacon
 Hill * October 3, 2015) 131

 – Gulf County T.D.C. (Approve Sponsorship & Special Funding
 * Fiscal Year 2015-16 * \$75,000.00) 132-133

7. S.H.I.P. – Award Letter (Alva Lee Parker * Rehabilitation Assistance) 134

APRIL 22, 2015
PORT ST. JOE, FLORIDA
SPECIAL MEETING

The Gulf County Board of County Commissioners met this date in special session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan and Sandy Quinn, Jr. Commissioner Warren J. Yeager, Jr. was present via polycom.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, Central Services Director Denise Manuel, Deputy Grant Coordinator Kari Summers, Information Technology Dennis Barfield, Sr., Mosquito Control Director Mark Cothran, County Planner Bret Lowry, Preble-Rish, Inc./County Engineer Clay Smallwood, III, and Sheriff Deputy Tim Wood.

Chairman McDaniel called the meeting to order at 12:00 p.m., E.T.

County Attorney Novak noted that Commissioner Yeager is present at today's special meeting via polycom.

ROAD BOND

County Attorney Novak reported that the Proof of Publication has been received from the newspaper and the original is on file in the Clerk's Office. Pursuant to advertisement to hold a Public Hearing to consider a proposed road bond ordinance, County Attorney Novak read the proposed ordinance by title. Mark Mushlain, of Nabors, Giblin, & Nickerson Bond Counsel appeared before the Board to discuss the proposed ordinance and proposed two (2) resolutions regarding the road bond. Chairman McDaniel called for public comment. There being no public comment, County Attorney Novak read the proposed supplemental resolution by title. Chairman McDaniel called for public. There being no public comment, County Attorney Novak then read the proposed resolution by title. Chairman McDaniel called for public comment. There was no public comment. Commissioner Bryan discussed her concerns regarding the discount rate that was used on the "good money" and the "bad money". Ralph Cellon, of Harbor Financial Services appeared before the Board to report that one (1) is a taxable bond and one (1) is a tax exempt bond; stating that both are used in order to make this proposed bond. Assistant Administrator Hammond reported that the net result is that the County will receive the one (1) million dollars back and \$177,000.00 off the refinancing. After discussion, Assistant Administrator Hammond stated that Staff's recommendation is that this is the best deal for the County to get the million dollars (\$1,000,000.00) back. After further discussion, County Attorney Novak read the proposed ordinance again for the public and for the

Board's consideration. Commissioner McLemore motioned to adopt the following ordinance. Commissioner Yeager and Quinn seconded the motion. Chairman McDaniel recognized Commissioner Quinn as seconding the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no, as follows:

ORDINANCE NO. 2015-05

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF GAS TAX REVENUE BONDS PAYABLE FROM SPECIFIED REVENUE SOURCES SUCH BONDS TO BE ISSUED FOR THE PRINCIPAL PURPOSE OF FINANCING THE COSTS OF CERTAIN TRANSPORTATION IMPROVEMENTS WITHIN THE COUNTY; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA:

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Board" shall mean the Board of County Commissioners of Gulf County, Florida.

"Bonds" shall mean revenue bonds issued by the County pursuant to this Ordinance, payable solely from Pledged Funds.

"Constitutional Gas Tax" shall mean the tax of two cents per gallon on motor fuel levied by Section 206.41, Florida Statutes, and allocated to the County pursuant to the provisions of Section 206.47, Florida Statutes.

"County" shall mean Gulf County, a political subdivision of the State of Florida.

"County Gas Tax" shall mean the gas tax distributed to the County pursuant to the provisions of Sections 206.60, 206.87 and 206.875, Florida Statutes.

"Gas Tax Revenues" shall mean the revenues derived by the County from the Constitutional Gas Tax, the County Gas Tax and the Local Option Gas Tax.

"Local Option Gas Tax" shall mean the Local Option Gas Tax received by the County under the authority of Section 336.025, Florida Statutes, and Ordinance No. 89-4 of the County, enacted on June 13, 1989, as amended and supplemented.

"Pledged Funds" shall mean the Gas Tax Revenues.

"Project" shall mean the acquisition and construction of transportation improvements in and for the County, from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that it is in the best interests of the citizens and taxpayers of the County to issue its revenue bonds for the purpose of financing the costs of the Project.

SECTION 3. ISSUANCE OF REVENUE BONDS.

(a) The Board shall have the power and it is hereby authorized to provide by resolution, at one time or from time to time in series, for the issuance of Bonds of the County, or notes in anticipation thereof, for transportation improvements and for the acquisition and construction from time to time of various Projects. The principal of and interest on each series of Bonds shall be payable solely from the Pledged Funds. The County may grant a lien upon and pledge such funds and revenues in favor of the holders of each series of Bonds in the manner and to the extent provided in the resolution authorizing the issuance thereof. Such funds and revenues shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County.

The Bonds of each series shall be dated, shall bear interest at such rate or rates, shall mature at such time or times not exceeding 40 years from their date or dates, as may be determined by the Board, and may be made redeemable before maturity, at the option of the County, at such price or prices and under such terms and conditions as may be fixed by the Board prior to the issuance of such Bonds. The Board shall determine the form of the Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds and the place or places of payment of the principal and interest, which may be at any bank or trust company within or without the State of Florida. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Board may sell such Bonds in such manner and for such price as it may determine to be for the best interests of the County.

Prior to the preparation of definitive Bonds of any series, the Board may, under like restrictions, issue interim receipts, interim certificates, or temporary Bonds, with or without coupons, exchangeable for definitive Bonds when such Bonds have been executed and are available for delivery. The Board may also provide for the replacement of any Bonds which shall become mutilated, or be destroyed or lost. Bonds may be issued without any

other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

(b) The proceeds of any series of Bonds shall be used solely for purposes of acquiring and constructing and refinancing the Project as set forth in Section 3(a) above, and shall be disbursed in such manner and under such restrictions, if any, as the Board may provide.

(c) The resolution providing for the issuance of any series of Bonds may also contain such limitations upon the issuance of additional Bonds as the Board may deem proper, and such additional Bonds shall be issued under such restrictions and limitations as may be prescribed by such resolution.

SECTION 4. TAXING POWER NOT PLEDGED.

(a) Bonds issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation debt of the County or a pledge of the faith and credit of the County, but such Bonds shall be payable solely from the sources set forth in Section 3(a) hereof and in the resolution of the County providing for the issuance of such Bonds. All Bonds shall contain a statement on their face to the effect that the County is not obligated to pay the same or the interest thereon except from the sources set forth in Section 3(a) hereof and in the resolution of the County providing for the issuance of such Bonds, and that the faith and credit of the County are not pledged to the payment of the principal or interest of such Bonds.

(b) The issuance of Bonds under the provisions of this Ordinance shall not directly or indirectly or contingently obligate the County to levy or to pledge any form of ad valorem taxation whatever therefor. No holder of any such Bonds shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the County to pay any such Bonds or the interest thereon or to enforce payment of such Bonds or the interest thereon against any property of the County, nor shall such Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the County, except the aggregate revenues described in Section 3(a) hereof and in the resolution authorizing the issuance of such Bonds.

SECTION 5. TRUST FUNDS. All moneys received pursuant to the authority of this Ordinance, whether as proceeds from the sale of Bonds or the revenues described in Section 3(a) hereof and in the resolution authorizing the issuance of such Bonds, shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Bonds. The Board shall, in the resolution authorizing the issuance of any series of Bonds, provide for the payment of the proceeds of the sale of such Bonds and the revenues to be received to any officer who, or to any agency, bank or trust company which, shall act as custodian of such funds, and hold and apply the same to the purposes hereof, subject to such regulations as this Ordinance and such resolution may provide.

SECTION 6. REMEDIES OF BONDHOLDERS. Any holder of Bonds, except to the extent the rights herein given may be restricted by the resolution authorizing issuance of such Bonds, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the state or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the County or the Board or by any officer thereof.

SECTION 7. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the County, shall be liberally construed to effect the purposes thereof.

SECTION 8. EFFECTIVE DATE. In accordance with Section 125.66(2), Florida Statutes, a certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners as soon after the enactment as is practicable and this Ordinance shall take effect when a copy has been accepted by the U.S. Postal Service for special delivery by registered mail to the Department of State.

DULY ENACTED in regular session, this 22nd day of April, 2015.

(End)

County Attorney Novak read the proposed resolution for the Board's consideration. Commissioner McLemore motioned to adopt the following resolution. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no, as follows:

RESOLUTION NO. 2015-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA AUTHORIZING THE ISSUANCE BY GULF COUNTY, FLORIDA OF NOT EXCEEDING \$17,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF GAS TAX REVENUE BONDS, SERIES 2015A AND TAXABLE GAS TAX REVENUE REFUNDING BONDS, SERIES 2015B IN ORDER TO PROVIDE FUNDS FOR THE PURPOSES OF FINANCING THE COSTS OF CERTAIN TRANSPORTATION IMPROVEMENTS WITHIN THE COUNTY AND REFUNDING THE COUNTY'S GAS TAX REVENUE REFUNDING BONDS, SERIES 2006; PLEDGING THE MONEYS RECEIVED BY THE COUNTY FROM THE COUNTY'S CONSTITUTIONAL GAS TAX, LOCAL OPTION GAS TAX AND THE COUNTY GAS TAX TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; PROVIDING FOR

CERTAIN ADDITIONAL MATTERS IN RESPECT TO SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

Complete Resolution on file with Clerk

(End)

County Attorney Novak read the proposed supplemental resolution for the Board's consideration. Commissioner McLemore motioned to adopt the following supplemental resolution. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no, as follows:

RESOLUTION NO. 2015-07

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA SUPPLEMENTING A RESOLUTION OF THE COUNTY ENTITLED: "A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA AUTHORIZING THE ISSUANCE BY GULF COUNTY, FLORIDA OF NOT EXCEEDING \$20,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GAS TAX REVENUE BONDS, SERIES 2015A AND TAXABLE GAS TAX REVENUE REFUNDING BONDS, SERIES 2015B IN ORDER TO PROVIDE FUNDS FOR THE PURPOSES OF FINANCING THE COSTS OF CERTAIN TRANSPORTATION IMPROVEMENTS WITHIN THE COUNTY AND REFUNDING THE COUNTY'S GAS TAX REVENUE REFUNDING BONDS, SERIES 2006; PLEDGING THE MONEYS RECEIVED BY THE COUNTY FROM THE COUNTY'S CONSTITUTIONAL GAS TAX, LOCAL OPTION GAS TAX AND THE COUNTY GAS TAX TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; PROVIDING FOR CERTAIN ADDITIONAL MATTERS IN RESPECT TO SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION;" PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS TO HARBOR FINANCIAL SERVICES, LLC AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, as follows:

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) On April 22, 2015, the Board of County Commissioners of Gulf County, Florida (the "County") duly adopted a resolution (the "Original Resolution") authorizing the issuance of not exceeding \$20,000,000 in aggregate principal amount of the County's Gas Tax Revenue Bonds, Series 2015A and Taxable Gas Tax Revenue Refunding Bonds, Series 2015B (collectively, the "2015 Bonds").

(B) The Original Resolution, as supplemented hereby, is referred to herein as the "Bond Resolution." All capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Resolution.

(C) The principal of and interest on the Series 2015 Bonds and all required sinking fund, reserve and other payments shall be limited obligations of the County, payable solely from the Pledged Funds, as provided in the Bond Resolution, and the Covenant set forth in Section 3(E) hereof. The Series 2015 Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the County, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision thereof, nor the County shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the County to pay the principal of the Series 2015 Bonds, the interest thereon, or other costs incidental thereto, or (2) to pay the same from any other funds of the County except from the Pledged Funds, in the manner provided in the Bond Resolution.

(D) Due to the present volatility of the market for tax-exempt obligations such as the Series 2015 Bonds, it is in the best interest of the County to sell the Series 2015 Bonds by a negotiated sale, allowing the County to enter the market at the most advantageous time and conditions, rather than at a specified advertised date, thereby permitting the County to obtain the best possible price and interest rate for the Series 2015 Bonds. The County acknowledges receipt of the information required by Section 218.385, Florida Statutes, in connection with a negotiated sale of the Series 2015 Bonds. A copy of the disclosure statement provided by the Bondholder of the Series 2015 Bonds containing the aforementioned information will be provided under separate cover to the County prior to the County's execution of the Purchase Contract referenced below.

(E) Harbor Financial Services, LLC (the "Underwriter") expects to offer to purchase the entire aggregate principal amount of the Series 2015 Bonds from the County and to submit with respect to the Series 2015 Bonds, a Bond Purchase Contract in the form attached hereto as Exhibit A (the "Purchase Contract") expressing the terms of such offer, and, assuming compliance with the provisions of Section 4 hereof, the County does hereby find and determine that it is in the best financial interest of the County that, upon compliance of the final Purchase Contract with the parameters set forth in Section 4 hereof, the terms expressed in the Purchase Contract be accepted by the County.

(F) The Original Resolution provides that Bonds such as the Series 2015 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be

determined by Supplemental Resolution adopted by the County; and it is now appropriate that the County determine parameters for such terms and details.

SECTION 2. AUTHORIZATION FOR THIS SUPPLEMENTAL RESOLUTION.

This Supplemental Resolution is adopted pursuant to Section 7.01 of the Original Resolution, the provisions of the Act (as defined in the Original Resolution) and other applicable provisions of law. When used in this Supplemental Resolution, the terms defined in the Original Resolution shall have the meanings therein stated, except as set forth below.

SECTION 3. AUTHORIZATION AND DESCRIPTION OF THE SERIES 2015 BONDS; COVENANT TO BUDGET AND APPROPRIATE.

(A) The County hereby determines to issue a series of Bonds in an aggregate principal amount not exceeding \$20,000,000, the exact principal amount to be as set forth in the Purchase Contract, to be known as "Gas Tax Revenue Bonds, Series 2015A and Taxable Gas Tax Revenue Refunding Bonds, Series 2015B," for the principal purpose of financing the costs of certain transportation improvements within the County and refunding the County's Gas Tax Revenue Refunding Bonds, Series 2006 (the "Refunded Bonds"). The Series 2015A Bonds and Series 2015B Bonds shall each be deemed a single Series of Bonds for purposes of the Bond Resolution.

(B) The Series 2015 Bonds shall be dated May 1, 2015; shall be issued as fully registered Bonds, numbered consecutively from one upward in order of maturity with the prefix "R"; shall bear interest from May 1, 2015, payable semi-annually, on April 1 and October 1 of each year, commencing on October 1, 2015, at such rates and maturing in such amounts on October 1 of such years as set forth in the Purchase Contract. The Series 2015 Bonds shall be issued in denominations of \$5,000 and any integral multiple thereof.

(C) The Series 2015 Bonds shall be subject to redemption prior to maturity as set forth in the Purchase Contract.

(D) The principal of, or redemption price, as applicable, or maturity amount, as applicable, of the Series 2015 Bonds, shall be payable at the corporate trust office of the Paying Agent for the Series 2015 Bonds appointed in Section 5 hereof, or its successor, upon presentation of the Series 2015 Bonds. Payment of interest on the Series 2015 Bonds shall be made to the owner thereof and shall be paid by check or draft of the Paying Agent to the Holder in whose name the Series 2015 Bond is registered at the close of business on the 15th day of the month (whether or not a business day) next preceding the interest payment date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request and expense of such Holder, by bank wire transfer for the account of such Holder. All payments shall be made in accordance with and pursuant to the terms of the Bond Resolution and the Series 2015 Bonds and shall be payable in any coin and currency of the United States of America which, at the time of payment, is legal tender for the payment of public or private debts.

(E) Until the Series 2015 Bonds are paid or deemed paid pursuant to the provisions of the Bond Resolution, the County hereby covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each Fiscal Year, amounts sufficient to, in the event of any deficiency in amounts on deposit in the Interest Account, Principal Account or Bond Amortization Account established under the Original Resolution to pay the Series 2015 Bonds, to cure such deficiency. Such covenant and agreement on the part of the County to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the County from pledging in the future its Non-Ad Valorem Revenues, nor does it require the County to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the registered owner of the 2015 Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the County. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of principal and interest on the Series 2015 Bonds, in the manner described herein, Non-Ad Valorem Revenues and placing on the County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County or which are legally mandated by applicable law. The County agrees that its covenant and agreement to budget and appropriate Non-Ad Valorem Revenues shall be deemed entered into for the benefit of the Holders of the Series 2015 Bonds, and this obligation may be enforced by a court of competent jurisdiction.

For purposes of the foregoing, "Non-Ad Valorem Revenues" means all revenues of the County derived from any source whatsoever other than ad valorem taxation and legally available to pay principal of and interest on the Series 2015 Bonds, but only after provision has been made by the County for the payment of all essential or legally mandated services.

(F) Except for the Series 2015 Bonds, the County will not issue any other obligations payable from the Non-Ad Valorem Revenues nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against the Non-Ad Valorem Revenues, or any part thereof, except as set out below.

No additional indebtedness payable from or secured by Non-Ad Valorem Revenues shall be issued by the County unless the actual receipts of Total Governmental Funds of the County (as specified in the County's audited financial statements) for the prior Fiscal Year, less ad valorem revenues, less Non-Ad Valorem Revenues from Total Governmental Funds pledged to secure debt that has a first lien on such Non-Ad Valorem Revenues, and less the amount required to pay for Essential Services of the County for the prior Fiscal Year equal at least 125% of such maximum annual debt service on all Debt payable from such Non-Ad Valorem Revenues. "Debt" is defined as on any date (without duplication) all of the following to the extent that they are general obligations of the County or are payable in whole or in part from Non-Ad Valorem Revenues (i) all obligations of the County for borrowed money evidenced by bonds, debentures, or other similar instruments; (ii) all obligations of the County to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the County as lessee under capitalized leases; and (iv) all indebtedness of other Persons to the extent guaranteed by, or secured by Non-Ad Valorem Revenues of the County. For purposes of this covenant, "Essential Services" are those services identified by the County in its annual audit as general government and public safety expenditures from Total Governmental Funds, less expenditures paid from ad valorem revenues.

SECTION 4. SALE OF THE SERIES 2015 BONDS. Upon delivery to the County of a final Purchase Contract evidencing to the satisfaction of the Chairman of the Board of County Commissioners of the County:

- (A) Series 2015A Bonds in an aggregate principal amount not exceeding \$16,000,000;
- (B) Series 2015B Bonds in an aggregate principal amount not exceeding \$4,000,000;
- (C) Optional redemption of the Series 2015 Bonds beginning not later than October 1, 2025, at a price not in excess of 100% of par;
- (D) A true interest cost with respect to the Series 2015A Bonds of not greater than 3.8% per annum, and a true interest cost with respect to the Series 2015B Bonds of not greater than 4.8% per annum; and
- (E) The Underwriter's discount for the Series 2015 Bonds not being in excess of 1% of the principal amount of the Series 2015 Bonds;
- (F) A final maturity date for the Series 2015 Bonds of no later than October 1, 2036;

the Series 2015 Bonds shall be sold to the Underwriter pursuant to the Purchase Contract at the purchase price provided therein (including any original issue discounts), plus accrued interest on the Series 2015 Bonds from the date of the Series 2015 Bonds to the

date of delivery and payment therefor; all terms and conditions set forth in said Purchase Contract being hereby approved. Upon compliance with the foregoing, the Chairman is hereby authorized and directed to execute said Purchase Contract and to deliver the same to the Underwriter.

SECTION 5. OFFICIAL STATEMENT; CONTINUING DISCLOSURE CERTIFICATE.

(A) The form, terms and provisions of the Official Statement, dated the date of execution of the Purchase Contract, in substantially the form attached hereto as Exhibit B, which shall include the terms and provisions set forth in the executed version of the Purchase Contract relating to the Series 2015 Bonds, be and the same hereby are approved with respect to the information therein contained. The Chairman, the Clerk and the County Administrator, upon execution of the Purchase Contract described above, are hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the County, and thereupon to cause such Official Statement to be delivered to the Underwriter with such changes, amendments, omissions and additions as may be approved by the Chairman. The use of a Preliminary Official Statement in the marketing of the Series 2015 Bonds is hereby authorized and the Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Chairman, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2015 Bonds to the public. The Chairman is hereby delegated the authority to deem the Preliminary Official Statement "final," within the meaning of SEC Rule 15c2-12. Execution by the Chairman, the County Administrator and the County Clerk of the Official Statement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions and additions.

(B) In order to enable the Underwriter to comply with the provisions of SEC Rule 15c2-12 relating to secondary market disclosure, the Chairman is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in the name and on behalf of the County substantially in the form attached hereto as Exhibit C, with such changes, amendments, omissions and additions as shall be approved by the Chairman, his execution and delivery thereof being conclusive evidence of such approval.

SECTION 6. APPOINTMENT OF REGISTRAR AND PAYING AGENT AND ESCROW AGENT. Regions Bank, Mobile, Alabama is hereby designated Registrar and Paying Agent and Escrow Agent for the Series 2015 Bonds. The Chairman and the Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 6.

SECTION 7. PURCHASE OF BOND INSURANCE POLICY AND FUNDING OF RESERVE ACCOUNT. The County hereby delegates to the Chairman of the Board of County Commissioners the decision of whether to purchase an insurance policy hereof with respect to its issuance of the Series 2015 Bonds, and from which insurer. Such decision shall be based on the proposal that provides the greatest overall financial benefit

to the County. In connection therewith, the County hereby authorizes and directs the Chairman to execute and deliver a bond insurance commitment and bond insurance agreement with the selected insurer, the provisions of any such insurance agreement to be deemed a part hereof.

SECTION 8. GENERAL AUTHORITY. The members of the Board of County Commissioners of the County and the officers, attorneys and other agents or employees of the County and the Clerk are hereby authorized to do all acts and things required of them by this Supplemental Resolution or the Original Resolution, or desirable or consistent with the requirements hereof or the Original Resolution, including the execution of such documents necessary to establish a book-entry system of registration with respect to the Series 2015 Bonds, for the full punctual and complete performance hereof or thereof. Each member, employee, attorney and officer of the County is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 9. ORIGINAL RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Original Resolution and all the terms and provisions thereof, including the covenants contained therein, are and shall remain in full force and effect.

SECTION 10. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or the Series 2015 Bonds issued hereunder.

SECTION 11. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

DULY ADOPTED, this 22nd day of April, 2015.

(End)

JARROTT DANIELS ROAD BID AWARD

Chief Administrator Butler discussed the Bid Tab Sheet (#1415-10); reporting that Roberts and Roberts was the low bidder for the Jarrott Daniels Road Project <packet on file with Clerk>. Discussion ensued regarding the bid, qualifications, and the local bidder preference policy. Following discussion, Andrew Rowell, of GAC Contractors appeared before the Board to discuss being the local business bidder, grant funds, and getting the job completed within the budget allowance <Commissioner Yeager left (signed off) the meeting at 1:13 p.m., E.T.>. Upon inquiry by Chairman McDaniel, Clay Smallwood, of Preble-Rish, Inc. appeared before the Board to report that 100% of the road (Jarrott

Daniels) was bid out. Commissioner Bryan inquired whether the other contractors that submitted a bid were notified of this Special Meeting and discussed her concerns regarding allowing one bidder to address the Board and not giving the other contractors the same opportunity. Upon inquiry by Commissioner Bryan, Chief Administrator Butler reported that the County has had no issues with any of the contractors on this list. Commissioner Bryan motioned to award Bid #1415-10 to Roberts & Roberts, Inc. for the 2014 Jarrott Daniels Road S.C.O.P. Project, in the amount of \$3,299,006.55. Commissioner Quinn seconded the motion for discussion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed 3 to 1, with Commissioner McLemore voting no.

SHIP/PACES FOUNDATION

Chief Administrator Butler discussed the County's commitment of \$300,000.00 from S.H.I.P. funds to this project (Gateway Manor). He reported that the County is short \$125,000.00 today and recommended that the Chairman sign the commitment form; take one (1) quarter (\$87,500.00) now and one (1) quarter (\$87,500.00) in July from S.H.I.P. Funds when the new allocation becomes available; take the shortfall (\$125,000.00) from Reserves; then move the \$125,000.00 back next year from S.H.I.P. allocation or other sources. Chief Administrator Butler reported that the City of Port St. Joe donated land for this project. Commissioner McLemore discussed his concerns regarding getting the funds back from S.H.I.P. and requested a commitment from the PACES Foundation that they will hire local people (subcontractors) for this project. S.H.I.P. Administrator Paul appeared before the Board to report that once the proposed L.H.A.P. (Local Housing Assistance Plan) is approved, the County is guaranteed to get the \$125,000.00 back. Commissioner Bryan inquired whether S.H.I.P. funds could be a subordinate loan instead of a grant and upon sale of the units, place the money back into the S.H.I.P. Program. County Attorney Novak stated that the pledge was made last year; reporting that today the Board is here to reaffirm that pledge and discussed how the S.H.I.P. loans diminish once the property owner resides in that home for ten (10) years. He stated that the pledge is for the funds to be absorbed into that property over the initial ten (10) year period under the S.H.I.P. program. After discussion, Commissioner McLemore motioned to submit a commitment letter to the PACES Foundation. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0). Upon discussion by County Attorney Novak, Commissioner McLemore motioned to accept the amended L.H.A.P. (Local Housing Assistance Plan) for the next three (3) years. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Quinn, and unanimous 4-0 vote, the meeting did then adjourn at 1:38 p.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

APRIL 28, 2015

PORT ST. JOE, FLORIDA

REGULAR MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Fire Coordinator Brad Price, Deputy Grant Coordinator Kari Summers, Mosquito Control Director Mark Cothran, County Planner Brett Lowry, Public Works Director Joe Danford, and Sheriff Mike Harrison.

Sheriff Harrison called the meeting to order at 9:00 a.m., E.T.

Chairman McDaniel opened the meeting with prayer and led the Pledge of Allegiance to the Flag.

CONSENT AGENDA / INFORMATION PACKET

Chairman McDaniel called for public comment regarding the Consent or Information Packet. There being no public comment, Commissioner McLemore motioned to accept the Consent and Information Packet. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motioned passed unanimously, as follows:

1. Minutes – March 10, 2015 – Regular Meeting
2. Agreement – FL Department of Environmental Protection (Amendment #1 * St. Joseph Peninsula Beach Restoration Project * #13GU2)
3. Appointment – Career Source Gulf Coast (L. Christy McElroy * Board Member & Nominating Organization for Appointments)
 - County Administrator (Brett Lowry * Gulf County Floodplain Administrator)

4. Inventory – Detention & Corrections (Junk #75-107 * Snapper Mower * Serial Number 21414219 * #75-158 * Ice Machine Replaced * Serial Number CME509AE * #75-116 * Snapper Mower * Serial Number 31262419 * #75-131 * Scag Mower * Serial Number 9010025 * #75-133 * Mower * Serial Number 41131834 * #75-134 * Snapper Mower * Serial Number 50125720 * #75-175 * Trimstar Mower * Serial Number 09090237)
- Public Works (Junk & Request to Sell #100-430 * 1993 Ford F150 * Vin #1FTDF15Y6PNB16742 * #100-433 * 1994 Ford F150 * Vin #2FTEF15Y3RCA78335 * #100-484 * 1994 Ford F150 * Vin #1FTEF14YORNA70589 * #75-59 * 1999 Ford E350 * Vin #1FBSS31S1XHA13702 * 100-378 * 1988 GMC Flatbed * Vin #1GDG6D1F2JV533958 * 75-62 * 1998 Ford F350 * Vin #1FBSS31S8XHA13079 * #75-61 * 1999 Ford E350 * Vin #1FBSS31SOXHA13075 * #1-130-152 * 1993 Ford Van * Vin #1FMEE11YZPHA69801 * #1-100-547 * 1988 GMC Boom * Vin #1GDE6D1B2JV506151 * #100-403 * 1991 Molden Asphalt Spreader Serial Number 4-12-81-166 * 6½x16 Dual Axle * 8x20 3 Axle with Ramps * 6½ x16 Dual Axle * 5x8 Single Axle * 5x10 Single Axle * 4x8 Single Axle)
 - State Attorney (Surplus #23007 * Optiplex 760 Computer * Serial Number 7BHV5J1 * #23008 * Latitude E5500 Computer * Serial Number JZDNXG1 * 23009 * Latitude E5500 Computer * Serial Number 10FNXG1)
5. Request for Funds – Gulf County Sheriff’s Office (November, 2014 & April, 2015 Beach Patrol * \$3,703.14)

(End)

MEETING – U.S. CONGRESSWOMAN GRAHAM

Alex Quintana, representing U.S. Congresswoman Gwen Graham, appeared before the Board to report that the Congresswoman’s office hours will be held after today’s Commission meeting at the Port St. Joe Fire Station. He encouraged the public to attend.

ADVERTISE FOR BIDS – REPAIR RADIO TOWERS

Chief Administrator Butler discussed the issues regarding the County Radio System; reporting that First Communications climbed the Port St. Joe radio tower and provided an estimated cost for repairs that is above the bid limit. He suggested that the Board advertise to receive sealed bids for the amount of work based on the quote from First Communications. Upon inquiry by Chairman McDaniel, Chief Administrator Butler reported that the cost to climb the St. Joe Tower has already been paid; stating that it will cost approximately \$3,700.00 to climb the Wewahitchka radio tower. Upon recommendation by Chief Administrator Butler, Commissioner Yeager motioned to

advertise to receive sealed bids for the repair of the radio towers. Commissioner Bryan seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

AGREEMENT – NCSPLUS / E.M.S. BILLING COLLECTION SERVICES

Chief Administrator Butler reported that NCSPlus is the County's secondary debt collector for E.M.S. Billing and recommended the Board renew the agreement. Commissioner McLemore motioned to renew the Professional Services Agreement with NCSPlus, Inc. Commissioner Yeager seconded the motion for discussion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

SPECIAL MEETING – SUPPLEMENTAL BUDGET HEARING

Following discussion by Chief Administrator Butler, the Board agreed to hold a Public Hearing regarding proposed amendments to the 2014-2015 fiscal year budget on May 5, 2015 at 5:01 p.m., E.T. in the Commission meeting room.

BRIDGE REPAIR – LAKE GROVE ROAD BRIDGE

Chief Administrator Butler reported that F.D.O.T. found a deficiency with the Lake Grove Road Bridge and the engineers have submitted an estimated cost for the design work, in the amount of \$16,000.00. After discussion, Commissioner McLemore motioned to move forward with it. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 3 to 1, with Commissioner Bryan voting no and Commissioner Yeager abstaining due to having a working relationship with Preble-Rish, Inc. <Form 8B on file in the Clerk's Office.>

DONATE PROPERTY – WELLS FARGO

County Attorney Novak reported that the Wells Fargo property donation (5719 Highway 71) is now complete and thanked Wells Fargo for the land donation to the County. He stated that Wells Fargo will pay for the recording fees and once the Deed is received, it will be recorded in the Official Records of the Clerk of Court.

LEASE – INDUSTRIAL PARK

County Attorney Novak reported that Florida Veterans notified the County that they will not be leasing the Industrial Park due to there not being enough available square footage.

MSTU BALLOT – SUPERVISOR OF ELECTIONS

County Attorney Novak stated that the deadline for the MSTU ballot is May 18, 2015.

RESTORE ACT - SCOPE OF SERVICE / DEWBERRY

County Attorney Novak discussed the packet received from the Dewberry presentation presented at the last Board meeting and the Scope of Work. After further discussion by County Attorney Novak, Commissioner Yeager motioned to approve the Scope of Services by Dewberry (Restore Act * Bid #1415-01). Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

ADVERTISE FOR BIDS – ROAD BOND WORK

Following discussion by Assistant Administrator Hammond, Commissioner McLemore motioned to advertise to receive sealed bids for the road bond work (Gas Tax Road Bond, Series 2015). Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

LEAVE NO TRACE ORDINANCE

Assistant Administrator Hammond stated that Staff is making recommendation to: (1) modify Revenue that is generated from the sale of tags to stay in the T.D.C. Budget; (2) remove tagging and unattended personal property from the beach north of the City of Port St. Joe to Mexico Beach; (3) advertise update of fines and fees; (4) provide a start date. He reported that T.D.C. will administer this program, not the Building Department. After discussion, Commissioner McLemore motioned to go with Staff's recommendation. County Attorney Novak discussed the policy that was adopted by the Board at the last meeting regarding the fee structure, and who will administer the tags. He stated that Administration is recommending: (1) to amend the policy adopted to allow T.D.C. issue the tags this year; and (2) the amount of tags issued and the fees <copy not provided to the Clerk for the record>. Commissioner McLemore motioned to go with Staff recommendation and hold a Public Hearing. After inquiry, Commissioner McLemore amended his motion to change the policy. Commissioner Yeager seconded the motion for discussion. Assistant Administrator Hammond reported that the change in the policy is changing the limit of commercial tags from ten (10) to unlimited at \$10.00 each, changing the Building Department that is administering the program to T.D.C., the fee structure; which will have to be amended by ordinance, and the revenue from the sale of the tags would go to T.D.C. Commissioner McLemore included in his motion. Commissioner Yeager stated his second stands. Sheriff Harrison appeared before the Board to discuss his concerns regarding the enforcement of this Ordinance and budget cut-backs. He requested that the fines and fees be placed in the Beach Patrol Budget to cover costs. After further discussion, Chairman McDaniel called for public comment. Pat Hardman, of the Coastal Community Association appeared before the Board to discuss her concerns regarding the original adopted Ordinance and asked the Board to give it a chance to work before changing it. After discussion, Commissioner Yeager withdrew his second. Discussion followed. Commissioner McLemore stated he was not going to pull his motion that he is supportive of Staff's recommendation. Commissioner Yeager seconded the motion for discussion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no. Commissioner McLemore motioned to advertise to hold two (2) public hearings in May as staff recommended to amend the Leave No Trace Ordinance, to be implemented June 1, 2015. Commissioner Yeager seconded the motion for discussion. After discussion, Chairman McDaniel called for public comment. Noel Guardi, of Port St. Joe appeared before the Board to discuss his concerns regarding items left on the beach; stating that he has submitted comments and photos to the County Attorney, T.D.C., and Commissioner Bryan <copies of referenced comments and photos not provided to the Clerk for the record>. Commissioner Yeager motioned to allow Mr. Guardi additional time to speak. Commissioner Bryan seconded the motion. Chairman McDaniel directed the Clerk to add three (3) minutes to the time clock. Mr. Guardi discussed Bay County's

ordinance; stating it is doing fine. Commissioner Bryan discussed email and enforcement. After further discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no.

TABLE BID #1415-15 – PURCHASE OF PAVING AND LANDFILL COVER CLAY

Upon request by Public Works Director Danford, Commissioner Yeager motioned to table Bid #1415-15 for the purchase of paving and landfill 'cover' clay. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

AWARD BID #1415-14 – CONSIGNMENT/DIRECT PURCHASE LANDFILL COMPACTOR

Following discussion by Public Works Director Danford, Commissioner Yeager motioned to award Bid #1415-14 for the consignment or direct purchase of the Landfill Compactor to Gibbs and Sons Machinery, Inc., in the amount of \$451,500.00. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Public Works Director Danford requested that the excess monies from the sale of the Landfill Compactor go to Public Works Equipment. Commissioner McLemore motioned to approve this request. After further discussion, Commissioner McLemore withdrew his motion.

MONTHLY REPORT – GULF COUNTY E.M.S.

Gulf County E.M.S. Director Whitfield appeared before the Board to present the April, 2015 monthly Run Report <copy provided to the Clerk for the record>.

INSURANCE CLAIM – AMBULANCE

Gulf County E.M.S. Director Whitfield reported that Five Star Collision cannot handle the work regarding the repairs to the wrecked ambulance. He also reported that the insurance adjuster had the ambulance towed to Precision Collision in Lynn Haven; stating that the total cost for repairs will be \$10,009.60 <copy of estimate provided to the Clerk for the record>. Upon inquiry by Commissioner Yeager, County Attorney Novak noted that the amount is under the bid threshold. Upon inquiry by Chairman McDaniel, Gulf County E.M.S. Director Whitfield stated that the vehicle that struck the ambulance was insured and the County's insurance will pursue reimbursement from the vehicle owner. Commissioner McLemore moved the approval of Precision Collision to repair the ambulance, in the amount of \$10,009.60. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

TABLE BID #1415-11 – E.M.S. BILLING SERVICES

Upon request by Gulf County E.M.S. Director Whitfield, Commissioner Yeager motioned to table Bid #1415-11 for the E.M.S. Billing Services. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

COUNTY REDISTRICTING

Attorney Michael Spellman, of Sniffen & Spellman, P.A. appeared before the Board to discuss the redistricting efforts and the 25% over deviation within District IV. He also discussed counting of the inmate population from the 2010 census regarding redistricting. Attorney Spellman reported that American Civil Liberties Union (ACLU) filed a Federal lawsuit in Jefferson County challenging their redistricting efforts following the 2010 Census. He recommended the Board proceed very cautiously; stating that the standard deviation in the District needs to be adjusted. Attorney Spellman reported that he does not have a time-table as to when the Federal Judge will rule on this complaint (Jefferson County). He stated that the County should look at the numbers and not place this on an expedited plan, but monitor the Jefferson County case for now.

The meeting did then recess at 10:40 a.m., E.T.

The meeting did then reconvene at 10:56 a.m., E.T.

RESTORE ACT

Following discussion by County Attorney Novak and recommendation by Gulf County Restore Consultant Dewberry, Commissioner Yeager motioned to allow the Chairman to sign those documents (authorizing the Chairman to execute the necessary grant and Restore application documents to be submitted to the U.S. Treasury for implementation and funding under the M.Y.I.P. (Multi Year Implementation Plan) guidelines). Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

MEMORANDUM OF UNDERSTANDING – E.M.S. SERVICE MEXICO BEACH

After discussion by County Attorney Novak, Gulf County E.M.S. Director Whitfield appeared before the Board to discuss the MOU (memorandum of understanding); stating this agreement will give Mexico Beach guidelines of services before the Gulf County E.M.S. arrive on site <copy was not provided to the Clerk for the record>. Commissioner Yeager motioned to approve the Memorandum of Understanding with Mexico Beach regarding BLS (basic life support) service. Commissioner Quinn seconded the motion. County Attorney Novak stated that the motion needs to include authorization for Chief Administrator Butler or Gulf County E.M.S. Director Whitfield to sign the MOU. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

FLORIDA TRANSPORTATION PLAN UPDATE

Ray Kirkland, of F.D.O.T. appeared before the Board to provide an overview of the Florida Transportation Plan update <copy provided to the Clerk for the record>; stating that The Port is on the SIS (Strategic Intermodal System). He reported that F.D.O.T. is looking at holding a workshop the last week of July, 2015 in Bay County; stating that the Board will receive a notice regarding this workshop. After discussion, Chairman McDaniel called for public comment. There was no public comment. Commissioner Yeager stated that the SIS (Strategic Intermodal System) Program is important to The Port of Port St. Joe.

LEAVE NO TRACE ORDINANCE

Upon inquiry by Commissioner Yeager, County Attorney Novak stated the Board directs him as to the scope amending the proposed ordinance; discussing direction as to address specific issues or proposed language. Commissioner Yeager motioned to limit the scope to fee structure and those items mentioned today. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 4 to 1, with Commissioner Bryan voting no.

GULF COUNTY REPRESENTATIVE – FLORIDA D.O.T.

Upon inquiry by Assistant Administrator Hammond, Ray Kirkland, of F.D.O.T. reported that Virgie Bowen, Alicia Briniger, and I (Ray Kirkland) will be the liaisons for Gulf County.

POLICY – LOCAL BIDDER PREFERENCE

Chairman McDaniel discussed his concerns regarding the Local Bidder Preference Policy. Commissioner Yeager stated that the intent of this policy was to support local contractors and local business; reporting that the 7% maybe too much. He reported that Bay County passed a 5% preference policy that gives the local bidder the opportunity to match the lowest bid; noting if the local bidder can match the lowest bid it, does not cost the taxpayer. After discussion by members of the Board, Commissioner Yeager motioned to amend the policy that, within 5%, the local bidder has the option to agree with the lower bid. County Attorney Novak discussed obtaining direction from the Board to draft a proposed amended local bidder preference policy to present at the next regular meeting. The Board had no objection. Commissioner Yeager withdrew his motion and directed staff to present a proposed amended local bidder preference for Board consideration.

PUBLIC RECORDS REQUEST

Upon inquiry by Chairman McDaniel, Clerk Finance Officer Herring stated that the Clerk's Office is following the existing policy and Florida Statute as it pertains to the collection of fees; reporting that you may have people that don't accept the final product that could cause an issue with payment.

FINAL PUBLIC HEARING – AMENDED RECREATIONAL VEHICLES ORDINANCE

Pursuant to advertise to hold a public hearing to consider a proposed amended recreational vehicle ordinance, County Attorney Novak read the proposed ordinance by title. He presented and discussed a packet to the Board for review <copy was not provided to the Clerk for the record>. After discussion, Chairman McDaniel called for public comment. Commissioner McLemore motioned to adopt the amended proposed ordinance with the map that omits St. Joe Beach, north of town down, to Highland View. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. Following discussion by County Attorney Novak, Commissioner McLemore motioned to adopt the map that was presented to the Board, excluding whatever the outline is. Commissioner Yeager seconded the motion. County Attorney Novak discussed the amended map; stating that it mirrors the State's D.E.P. Coastal Construction Line (CCL). Chairman McDaniel called for public comment. Linda Sertich, of Port St. Joe appeared before the Board to discuss her concerns regarding the difficulty in finding information when the Board is going to pass something; stating that it is not on the

Agenda. She stated that she has been reading the Sunshine Law and the State Statutes. Upon inquiry by Commissioner Yeager, Ms. Sertich stated that if she wanted the minutes from the last meeting; they are not available. County Attorney Novak reported that the minutes in the Agenda Packet today were adopted in the Consent Agenda as completed by the Clerk's Office; noting they have to be ratified and adopted by the Board then they become public record. After discussion by Commissioner Bryan, Chairman McDaniel directed the Clerk to hold Ms. Sertich time. After discussion by Commissioner McLemore, County Attorney Novak reported that the County goes above and beyond the statutory requirements and it is in the Notice where Administration has asked for additional postings; the Notice is advertised in the paper; and it is placed in the Agenda as well. After discussion, Ms. Sertich discussed her concerns regarding the annual permit; stating there should not be a fee attached to the annual permit. County Attorney Novak stated the fee was to cover the cost of the paper, sticker, and the cost of filling it out; reporting there is no revenue generated. Ed Mashburn, of Alabama appeared before the Board to read a statement regarding purchasing property in Gulf County and placing an RV on said property <provided written statement to the Clerk for the record>; discussing his concerns regarding the Recreational Vehicle Ordinance. Commissioner Yeager motioned to allow additional time for Mr. Mashburn to speak. Commissioner Bryan seconded the motion. Chairman McDaniel directed the Clerk to add three (3) minutes to the time clock. Mr. Mashburn discussed his concerns regarding the "Grandfather" clause and presented a Florida Sportsman magazine to the Board that has an article that he wrote regarding Gulf County <copy not provided to the Clerk for the record>. Chairman McDaniel called for public comment. Dawn Newberry, of Cape San Blas appeared before the Board to request that the Board leave the Ordinance as it is and don't change the line. Doug Smith, of Beacon Hill appeared before the Board to discuss his concerns regarding the RV (recreational vehicle) Ordinance and his property rights. Jay Rish, of Port St. Joe appeared before the Board to state that property values are going up, not down, and discussed his concerns regarding the proposed amended recreational vehicle ordinance. Pat Hardman, of Port St. Joe appeared before the Board to discuss her concerns regarding property values and requested that the Board leave the present RV Ordinance in place and not change the lines. Upon discussion by County Attorney Novak and recommendation by Staff that the word "criminal" be removed to just read "civil penalties". After discussion by the Board, Chairman McDaniel called for public comment. There being no further comment, the motion then passed 4 to 1, with Commissioner Bryan voting no. County Attorney Novak discussed page 3 regarding the Coastal Construction Line (within the proposed RV ordinance) to amend the language consistent with the map and read the Florida's D.E.P. definition of a CCL. Commissioner McLemore motioned to include the language and definition into the proposed amended Recreational Vehicle ordinance. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Commissioner Bryan motioned to remove the reference to criminal penalties from Section 7D. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Commissioner McLemore motioned for Section 4 (four) and Section 8 (eight) be amended to state the effective date of June 1, 2015. After discussion by County Attorney Novak, Commissioner McLemore amended his motion to an effective date of July 1, 2015.

Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. Noel Guardi, of Port St. Joe appeared before the Board to inquire about the hardship exemptions in Section 6 (six). County Attorney Novak read Section 6 (six) aloud for the public; stating it would be 'and', not 'or'. After discussion regarding adding the word 'and' and numbering, the motion passed unanimously. Upon discussion by County Attorney Novak, Commissioner Bryan motioned to add the language under Subsection 5 (five) under C regarding commercial use of Recreational Vehicles in the restricted corridor. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Upon inquiry by Doug Smith, Commissioner Bryan stated that the Board just passed a motion regarding the 'grandfathered in' issue; noting that if you own your lot and RV, you cannot rent it out; it is for your use. County Attorney Novak stated that the grandfather clause is for your personal use of recreational vehicles. Commissioner Quinn motioned to amend the grandfather clause allowing the owner to leave the property to an immediate family member, son or daughter; so that immediate family, son or daughter, can enjoy that property same way as the owner did. After discussion by members for the Board, Commissioner McLemore seconded the motion. County Attorney Novak reported that the grandfather language includes the wife/spouse. After discussion, Chairman McDaniel called for public comment. Doug Smith, of Beacon Hill appeared before the Board to discuss his concerns regarding recreational vehicles in Gulf County. June Mashburn, of Alabama appeared before the Board to discuss her concerns regarding the grandfather clause; stating that they would like to give their property to their son to enjoy. Upon inquiry by County Attorney Novak, Commissioner Quinn requested that the grandfather continue on down the immediate family line. Further discussion followed, Noel Guardi, of Port St. Joe appeared before the Board to discuss his concerns with public safety issue if the Board agrees to amend the grandfather clause. The motion then passed 4 to 1, with Commissioner Bryan voting no. Upon inquiry by Commissioner Yeager, Chairman McDaniel stated that the Public Hearing is closed.

ORDINANCE 2015-06

AMENDING ORDINANCE (2015-03) OF GULF COUNTY IN THE STATE OF FLORIDA (AS AMENDED 4128115) FOR CREATING POLICIES REGULATING RECREATIONAL VEHICLES (RV'S AND THEIR LOCATION, PLACEMENT, RV'S PER PARCEL, USE AND STORAGE OF RV'S WITHIN BOTH UNINCORPORATED GULF COUNTY AND WITHIN THE COASTAL CORRIDOR; FOR SAID POLICIES TO AMEND, BE CODIFIED AND BECOME PART OF THE GULF COUNTY LAND DEVELOPMENT REGULATIONS (LDR); PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Gulf County Florida (hereinafter Commission) find and determine that Gulf County has adopted through action of the Commissioners, Land Development Regulations in order to implement its

Comprehensive Plan, to comply with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163 of Florida Statutes, providing for the comprehensive plan and implementation through enactment of certain ordinances; and

WHEREAS, the Commission having received many verbal and written public recommendations from its citizens at public hearings over a four year period culminating in four separate public hearings to address the use and restrictions of RV's throughout the County in order to protect the health and welfare of its residents, the natural coastal beauty of Gulf County and the quality of life for all citizens within the County; and

WHEREAS, the Commission has sought the recommendations of its Gulf County Planning and Development Review Board (P.D.R.B) following multiple public hearings held by the P.D.R.B regarding the regulations of RV's within the County; and

WHEREAS, the Commission has received the recommendations of the P.D.R.B, County professional planner and county building officials and conducted its own public hearings on the issue to establish the community's public health concerns and comments in formulating an Ordinance that achieves the goals of the County Comprehensive Plan while balancing the property rights of its citizens and visitors; and

WHEREAS, the Commission has sought to implement the tools of smart growth management and its Florida best practices for County land regulations in establishing a proactive planning approach while maintaining the principles of Florida Statute 70.001, "Bert J. Harris, Jr., Private Property Rights Protection Act"; and

WHEREAS, the Commission seeks to reaffirm the County scope of development to one (1) dwelling unit for site built and mobile homes to be consistently applied and extended to also include the use and density of RV's within Gulf County; and

WHEREAS, a Coastal Corridor exists within the County of Gulf along its shores of the Gulf of Mexico consistent with the defined Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line (CCCL) in Gulf County including highways, roads, and rights of ways, including US 98, SR 30A and 30E; and

WHEREAS, the Coastal Corridor of Gulf County is at the core of the "Forgotten Coast" of the State of Florida, identified by pristine beaches, fertile fishing areas, critical environmental habitats and state restricted lands and parks, and with areas of Gulf County's coastline being nationally recognized as the "#1 Beach in America" and some of the "most beautiful beaches in the United States"; and

WHEREAS, in recognition of Gulf County's mapped Coastal Construction Line areas as defined by Florida Department of Environmental Protection and its impact upon the Coastal Corridor the Commission seeks to reduce a significant threat and public safety concern through the smart growth management and use of RV's along of these

coastal areas; and

WHEREAS, the DEP's control line was created as a component of the Florida Beach and Shore Preservation Act pursuant Florida Statute Chapter 161, Parts I and II; and

WHEREAS, the Coastal Construction Control Line Program is an essential element of Florida's coastal management program as it provides protection for Florida's beaches and dunes while assuring reasonable use of private property; and

WHEREAS, recognizing the value of the state's beaches, the Florida legislature initiated the Coastal Construction Control Line Program to protect the coastal system from improperly sited and designed structures which can destabilize or destroy the beach and dune system. Once destabilized, the valuable natural resources are lost, as are its important values for recreation, upland property protection and environmental habitat; and

WHEREAS, adoption of a coastal construction control line established an area of jurisdiction in which special siting and design criteria are applied for construction and related activities. These standards were more stringent than those already applied in the rest of the coastal building zone because of the greater forces expected to occur in these areas, and

WHEREAS, in further recognition of the public and staff comments regarding the State of Florida and thereby Gulf County's Building Codes concerning the areas most vulnerable to hurricanes as those being along the Gulf of Mexico coasts and the elevated basic wind speeds for various risk categories in coastal construction and design; and

WHEREAS, the Commission wishes to recognize and regulate the use, placement and amount of RV's per parcel throughout the County and specifically within the Coastal Corridor in compliance and acknowledgment that large portions of the corridor are within or impacted by the Coastal High Hazard Areas as defined within Gulf County's state mandated Comprehensive Plan; and

WHEREAS, the Commission has received comment and public input from commercial RV park operators within the County seeking the proper enforcement and protection of their business enterprise and past compliance with the State of Florida and Department of Health guidelines for multiple and concentrated RV use and occupancy on a select land area within Gulf County; and

WHEREAS, the Commission wishes to regulate certain types of use and placement of recreational vehicles on individual lots along the Coastal Corridor and such prohibition will not only protect the public health and welfare, through the protection from overuse and uncontrolled sprawl and possible blight by noncompliant RV's, the aquifer, limited natural resources and the raw coastal environment; and

WHEREAS, the uncontrolled placement and use of recreational vehicles throughout the County and within the Coastal Corridor has and will continue to have effects on the County as a whole which affects the general health, natural beauty, public safety, smart growth and the joint welfare and wellbeing of the residents; and

WHEREAS, on January 5, 2015 and January 19, 2015 a Public Notice was advertised in The News Herald offering the public an opportunity to participate at two public hearings before the Board of County Commissioners (BOCC) on January 13, 2015 at 9:00 am and a second public hearing on January 27, 2015 at 5:01 p.m. for the adoption of the original Gulf County Ordinance 2015-03; and

WHEREAS, on April 1st, 2015 and April 15th, 2015 a second Public Notice was advertised for amendment to Gulf County Ordinance 2015-03 in The News Herald offering the public an opportunity to p-participate at two public hearings before the Board of County Commissioners on April 14, 2015 at 9:00 a.m. and a second public hearing on April 28, 2015 at 9:00 a.m. for the adoption of an amended ordinance; and

WHEREAS, the Commission hereinafter shall commonly refer to this Ordinance as the "Gulf County RV Ordinance" and its adoption and thereafter amendments shall be considered further for incorporation and consistency with the Gulf County Land Development Regulations; and

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Gulf County, in the State of Florida as follows:

Section 1 - Short Title.

This Ordinance shall hereafter be known and referred to as the "Gulf County RV Ordinance".

Section 2 - Authority.

This ordinance and amendment are adopted by the Gulf County Commission in accordance with and under the authoritative powers permitted by home rule, the County's police powers to protect the public health, safety and welfare, and under the powers pursuant to the authority granted under Florida Statute 125 for the implementation and enforcement of standards, rules and regulations set forth herein.

Section 3 - Purpose.

The purpose of this Ordinance is to prohibit the uncontrolled use and placement of recreational vehicles throughout Gulf County and within the area comprising the Hurricane Prone Region and Wind-Borne Debris Region of Gulf County referred hereinafter as "Coastal Construction Corridor" or "Corridor", including all as defined below.

Section 4 - Definitions.

The Gulf County Land Development regulations relating to definitions is hereby amended to include the following:

Accessory Structure – A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

Accessory Use – A use of land or of a building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with such principal use.

Building – Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animals, process, equipment, goods or materials of any kind or nature. All buildings are structures.

Coastal Construction Corridor and/or Coastal Corridor - Gulf County - As structured and defined by the 2010 Florida Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) in conjunction and consideration of the Florida Building Code and high risk areas are combined to create the Gulf County Coastal Construction Corridor for purposes of this RV ordinance and defined as: the areas most vulnerable along the Gulf of Mexico coastline tracking the same lines of the DEP's CCCL and where the basic wind speed for Risk Category II buildings is greatest (greater than 130 mph (48 mis). Fla. Building Code 1609.2. Further, those areas within this hurricane-prone region located south of the Intracoastal water system that are within 1 mile (1.61 km) of the Florida DEP Coastal Construction Control Line shall also be defined as the Gulf County Coastal Construction Corridor and commonly referred to and referenced for purposes of this ordinance as the "Restrictive RV Zone(s).") (See attached map for defined Gulf County Restrictive RV Zone)

Dwelling – A structure or portion thereof which is used exclusively for human habitation.

Dwelling Unit – One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit, for the exclusive use of a single family maintaining a household, and located on a single lot or platted parcel of land.

Gulf County Restrictive RV Zone – see definition of *Coastal Construction Corridor* above.

Lot – A designated parcel, tract or area of land established in the County's Official Record Books, Miscellaneous Map File Book, by recorded plat, by unrecorded plat on file in the Gulf County HRS Public Health Unit, or as otherwise allowed by law, to be used, developed or built upon as a unit and has been assigned the proper parcel identification number by the Gulf County Property Assessor's office. Use of "lot" throughout the ordinance language is hereby interchangeable and synonymous with

'parcel" identically defined below.

Manufactured structures – A building/structure transportable in one or more sections designed to be used either with a self-contained foundation or a permanent foundation, when set up with or without utilities. The term shall also include storage buildings, park trailers, travel trailers, and similar transportable structures such as mobile homes and recreational vehicles placed on a lot or parcel of land.

Parcel- A designated parcel, tract or area of land established in the County's Official Record Books, Miscellaneous Map File Book, by recorded plat, by unrecorded plat on file in the Gulf County HRS Public Health Unit, or as otherwise allowed by law, to be used, developed or built upon as a unit and has been assigned the proper parcel identification number by the Gulf County Property Assessor's office. Use of "parcel" throughout the ordinance language is hereby interchangeable and synonymous with "lot" identically defined above.

Non-dwelling Unit/Structure – Any structure or building not designed or intended to be used as a dwelling unit including pre-built sheds, pole barns, free-standing canopies, etc.

Recreational Vehicle or "R.V." – A vehicular type portable structure without permanent foundation, which can be towed, hauled or driven and primarily designed as temporary living accommodations for recreational, camping and travel use and including but not limited to travel trailers, truck campers, camping trailer and self-propelled homes. For purposes of this ordinance, an RV is not considered a Risk Category II building or structure "single family dwelling" under the Florida Building Code. RV's in Gulf County shall be defined herein as a Risk Category I structure and nature of the occupancy. Fla. Building Code 1604.5

RV Park: A development that is designed to accommodate RV's on dedicated sites either through short or long term rental not to exceed 180 consecutive days.

RV Subdivision: A development that contains platted lots designed to accommodate RV's either through lease or individual ownership of a platted lot.

RV and Mobile Home Parks/Subdivisions are strictly regulated and controlled by Florida Statutes and Florida Department of Health and must meet all proper regulations as well as remain in compliance with these County regulations.

Structure – A combination of materials to form a construction for use, occupancy or ornamentation whether installed on, above, or below the surface of the land or water. Not all structures are buildings.

Section 5 – Codification

It is the intention of the Board of County Commissioners that the provisions of this Ordinance will become and be made a part of the Gulf County Land Development

Regulations; and that sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the LDR is accomplished, sections of this Ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Administrator, or the County Administrator's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the County Clerk of Circuit Court.

Section 6 - RV Regulations

A) RV Regulations within the unincorporated areas of Gulf County:

RV's located within the unincorporated areas of the County outside the Coastal Construction Corridor (Unrestricted RV Zones) shall be permitted throughout the County in accordance with the terms set forth by the Gulf County current (6/24/13) LDR's Section 3.02.04 and summarized as follows:

- 1) One (1) RV per lot/parcel.
- 2) Lot/parcel coverage by RV and accessories is not to exceed 30% impervious area.
- 3) Lot/parcel with RV must allow for two (2) parking spaces per lot. Parking on any right of way is strictly prohibited for consideration in RV requirements.
- 4) All RV's must meet standard building setbacks.
- 5) All RV's must comply with all existing Gulf County LDR and Comprehensive Plan guidelines and requirements.

B) RV's Regulations specifically within the defined Coastal Construction Corridors:

RV's permitted within the defined Coastal Construction Corridors (Restrictive RV Zones) shall be bound to all regulations stated above and comply with the following additional restrictions:

- 1) Recorded property owners and their direct and documented lineal descendent of parcel or lot within the Coastal Construction Corridor prior to January 28, 2015 shall be grandfathered to continue their use of property for personal Recreational Vehicles with the following conditions met:
 - Annual permitting of the RV with Gulf County in accordance with the permitting guidelines defined herein
 - Continue to meet all requirements under Section 6(A) and current Gulf County LDR guidelines
 - Mandatory evacuation of all RV's within this Restrictive RV Zone within 48 hours of Gulf County Declaration of Local State of Emergency for either wind, storm or flood events.

- 2) Grandfathered "use" protection: individual title to the parcel prior to the prohibited use restriction shall terminate for the defined existing owners upon any one of the following:
- Sale or any transfer of ownership from current individual named title owner(s) (joint tenancy as well as one or both named spouses shall be considered permissible individual ownership; transfer through estate to direct child of permitted user; permitting to a corporate entity or trust shall be strictly prohibited); or
 - Owner's death shall extinguish the grandfather provision for the parcel (pre-existing lawful spouses excluded) without direct inheritance and registration by qualified child(ren) of decedent; or
 - Owner's failure to comply with mandatory removal of RV from Corridor within 48 hours of declaration of Local State of Emergency by Gulf County due to a wind, storm or flood threat. Owner shall be permitted to complete the calendar year under which they received the annual RV permit and thereafter prohibited through proper restriction and regulation defined by this Ordinance
 - Grandfather provision shall be applied and available exclusively to direct lineal descendents of the named title owners of parcel prior to original adoption date of (January 28, 2015) and exempted RV permit recipients with proper review and documentation that name of parcel passed through parental estate directly to lineal descendent(s) (exclusively son or daughter).

Exceptional circumstances:

3) Recreational Permits for Corridor Use:

Gulf County shall issue up to two (2) recreational fourteen (14) day permits to a parcel or lot owner within the Coastal Construction Corridor (acquired after enactment of this ordinance) on an annual basis following the proper application, proof of ownership and receipt of permit to be prominently displayed on the RV during its occupancy within the Corridor. This provision shall not apply to those RV's lawfully visiting Gulf County's RV commercial parks within the Coastal Construction Corridor.

4) RV's located on a lot/parcel within the Corridor that are being stored and not occupied and that are located on the same lot/parcel as the occupied principal dwelling unit are permitted under these exceptions year round with proper and continual compliance of County registration, permitting, mandatory evacuations and Section 6(A) guidelines above.

5) The following additional exceptional RV uses shall apply for residential RV use within the Coastal Construction Corridor through application to the Gulf County Planning Department for extended occupancy and final approval of the County Commission following consideration of the Planning Development and Review Board ("PDRB"):

Construction Periods - The use and occupancy of an RV within the Coastal Construction Corridor during construction or repair of a primary dwelling unit and/or business shall be afforded consideration by the PDRB and approval of the Commission

for up to 180 consecutive days and renewable upon re-application thereafter.

Emergency Periods - The use and occupancy of RV's as a dwelling unit during disaster recovery (fire, weather event, etc.) and family medical emergencies (ie. visiting Gulf County and residing in RV while family member is in care of area hospital) shall be afforded consideration by the PDRB and approval of the Commission for up to 180 consecutive days and renewable upon re-application thereafter.

Hardship Exemptions - The owner of both the same lot/parcel and RV within the defined Coastal Corridor may upon application, seek a hardship exemption other than that defined under 5(i) and (ii) above and specifically Section 6B(l) Coastal Corridors restrictions for the permitted use and occupancy with the Restricted RV Zone for no greater a period of 180 consecutive days after review by the PDRB and final approval of the Commission upon findings that:

- The named applicant is the same of both the parcel/lot and the proposed occupied RV; and
- A substantial hardship is demonstrated; and
- The exemption will be consistent with the intent and purpose of the Gulf County LDR and Comprehensive Plan guidelines and requirements as well as the clauses and findings stated above seeking to balance and preserve public safety, property rights and coastal property protection; and
- The application of Section 6B(1) Coastal Construction Corridor restrictions on the established lot/parcel and RV owner would be significantly outweighed by the demonstrated hardship and deleterious impacts to the applicant; and
- Upon an applicant demonstrating to the County that a hardship is created by the requirements to comply with the ordinance and that relatively little impact will occur from the exemption, then they may be permitted upon proper application, notice, hearing and consideration of the PDRB and final approval of the County Commission to maintain continuous and uninterrupted ownership, use and occupancy for up to 180 consecutive days; and
- The hardship exemption shall cease and terminate immediately upon the sooner of either the removal of the hardship or the expiration of the days granted by the County Commission

C) Miscellaneous provisions

- 1) All RV's within Gulf County Coastal Construction Corridor shall be registered annually and receive a permit from the County for display. The issued permit shall be prominently displayed by the RV owner and clearly visible to County officials.
- 2) RV registration, application and permit fees shall be adopted annually upon recommendation and consult by the Commission with the following: County Administrative Staff, Planning and Building Department staff and County Code Enforcement officials.
- 3) Annual County registration and filing of all RV's shall include disclosure of consistency in ownership status for continued grandfather exemption.
- 4) Any and all rentals of commercial RV locations within the County shall be subject to

Bed Tax Regulations under Florida Statute 125.0104 and Gulf County Ordinance 2012-03 if applicable to short term stay.

- 5) Personal use shall be strictly enforced within the restricted RV zone and commercial rental of parcel/lots for RV rental use is prohibited and deemed to violate the provisions and intent of this ordinance. The RV zone exemptions and grandfathered use is for documented and registered exclusive personal RV use on the owner's parcel/lot.

Section 7 - Enforcement

- A) Gulf County Commission is authorized to enforce this ordinance and may follow the established procedures and schedule of violations and penalties set forth below to be assessed by county code enforcement officials through its established Special Magistrate hearing procedure and in accordance with Florida Statute 125.69:
- B) Violation of any provision of this ordinance shall be subject to the following penalties in addition to the loss of existing grandfather exemptions under 6B(2):
 First violation: \$50.00 fine; \$50.00 per day thereafter
 Second violation: \$100.00; \$50.00 per day thereafter
 Third violation: Fine not to exceed \$500.00 pursuant to Florida Statute 162.22.
- C) Each violation of this Ordinance shall constitute a separate offense. In the initial stages and implementation of this Ordinance (implementation period not to exceed July 1, 2015), code enforcement officials may provide violators with no more than one (1) written warning.
- D) The County shall reserve its rights to such civil remedies in law and equity as may be necessary to ensure compliance with the provisions of the section of this ordinance, including but not limited to injunctive relief to enjoin and restrain any person from violating the provisions of this section of this Ordinance and to recover such damages as may be incurred by the implementation of specific corrective actions.

Section 8 - Effective Date

This Ordinance shall take effect upon final adoption and publication in accordance with the law following the proper and compliant public hearings and notice and implementation no later than July 1, 2015.

Section 9 - Severability

It is declared to be the intent of the Board of County Commissioners of Gulf County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of the Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provision, and shall not be affected by such holding.

Section 10 - Repealer

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 11 - Modification

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Board and filed by the Clerk to the Board.

Adopted as amended on this 28th day of April, 2015.

(End)

TRAFFIC – RECREATIONAL VEHICLES

Dave Tompkins, of Indian Pass appeared before the Board to discuss his concerns about getting recreational vehicles out of the community during a storm. <Commissioner McLemore left the meeting at 12:23 p.m., E.T.> County Attorney Novak reported that the recreational vehicles will be required to be road ready and insured.

MONTHLY REPORT – E.D.C.

E.D.C. Chairman Christy McElroy appeared before the Board to provide a monthly report regarding E.D.C; requesting that the Board consider placing County property on the E.D.C. website. She reported that the E.D.C. Board approved a mission statement and it will be presented to the Commission for consideration. E.D.C. Chairman McElroy stated that Dewberry will be attending the next E.D.C. meeting and encouraged the Commission to attend. Upon inquiry by Chairman McDaniel, E.D.C. Chairman McElroy reported that the next E.D.C. meeting will be held on May 20, 2015.

MANDATORY GARBAGE PICKUP - COUNTYWIDE

Commissioner Yeager discussed looking at countywide mandatory garbage pickup and consider moving forward.

RECREATIONAL VEHICLE ORDINANCE

Upon inquiry by Doug Smith, Chairman McDaniel stated that if the recreational vehicle owner is not able to move there RV during a storm that it can be moved to a storage lot.

There being no further business, and upon motion by Commissioner Yeager, second by Commissioner Quinn, and unanimous 4-0 vote, the meeting did then adjourn at 12:28 p.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CHAIRMAN**

MAY 5, 2015

PORT ST. JOE, FLORIDA

SPECIAL MEETING

The Gulf County Board of County Commissioners met this date in special session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Building Inspector George Knight, Emergency Management Director Marshall Nelson, Mosquito Control Director Mark Cothran, Public Works Director Joe Danford, and Sheriff Mike Harrison.

Chairman McDaniel called the meeting to order at 5:03 p.m., E.T.

SUPPLEMENTAL BUDGET HEARING

Upon discussion by Chief Administrator Butler, Clerk Finance Officer Herring discussed the proposed resolution; stating that this will be an adjustment to Highland View, White City, and Dalkeith Fire Departments. She then read the proposed resolution for the Board's consideration. Commissioner McLemore motioned to accept the resolution. Commissioner Yeager seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously, as follows:

RESOLUTION NO. 2015-09

WHEREAS, the Board of County Commissioners of Gulf County, Florida has unanticipated adjustments to revenue in the Dependent Fire Control Districts; and

WHEREAS, said revenue adjustments are necessary for expenditures to be incurred in Fiscal Year 2014-2015;

NOW, THEREFORE, BE IT RESOLVED, as follows:

ST. JOE FIRE CONTROL DISTRICT

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
<u>Revenue:</u>			
10698-99000 Balance Brt.Forward:Cash	\$605,470.00	\$78,522.00	\$683,992.00

Expenditure:

Highland View Fire Dept.:

32222-64001 Equipment >\$5000	\$75,466.00	(3,911.00)	\$71,555.00
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White City Fire Dept.:

32322-62001 Buildings >\$25,000	\$351,436.00	\$82,433.00	\$433,869.00
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TUPELO FIRE CONTROL DISTRICT

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
<u>Revenue:</u>			
10798-99000 Balance Brt.Forward:Cash	\$84,778.00	(177.00)	\$84,601.00
<u>Expenditure:</u>			
Dalkeith Fire Dept.:			
31922-64001 Equipment >\$5000	\$54,424.00	(177.00)	\$54,247.00

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners, this 5th day of May, 2015.
(End)

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 5:03 p.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

MAY 5, 2015

PORT ST. JOE, FLORIDA

SPECIAL MEETING

The Gulf County Board of County Commissioners met this date in special session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan, Sandy Quinn, Jr., and Warren J. Yeager, Jr.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Finance Officer Sherry Herring, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Building Official Lee Collinsworth, Emergency Management Director Nelson, Mosquito Control Director Mark Cothran, County Planner Bret Lowry, and Public Works Director Joe Danford.

Chairman McDaniel called the meeting to order at 5:10 p.m., E.T.

ROAD BOND PAVING PROJECTS

Chief Administrator Butler discussed needing direction from the Board regarding providing services to the public (road grading, grass cutting, etc.). Commissioner Yeager stated that if the County gets out of the road grading business; it would save the County \$100,000.00. He reported that he and Commissioner Quinn have committed monies to the City of Port St. Joe to help pave Long Avenue and Garrison Avenue (Gas Tax Road Bond, Series 2015). Commissioner Yeager suggested that the Board use as much of the bond dollars to pave dirt roads within the County. Commissioner McLemore stated he agrees with Commissioner Yeager's suggestion to work on getting new construction projects completed. After discussion by members of the Board, Chief Administration Butler stated that Staff would present a list of roads to the Board to consider and prioritize. Upon request by Chief Administrator Butler, the Board had no objection in allowing him to work with both City Managers in bidding the projects all at one time in order to receive better pricing.

LANDFILL CLOSEOUT

Public Works Director Danford appeared before the Board to request permission to: 1. rent, lease, buy (purchase) outright, finance to buy equipment to aid in the closure of the Landfill; 2. hire temporary help for closure operations, if necessary; 3. contract with a reputable experienced firm in landfill closure to do part or all of the Landfill closure; and/or 4. sale unnecessary equipment to help finance the purchase on new equipment that is need for the Landfill closure (Five Points Landfill). After discussion by Commissioner McLemore, Chief Administrator Butler stated that Staff did sit down and discuss, but they are needing Board's approval to advertise for bids. After discussion, Commissioner McLemore motioned to allow staff to move forward and come back to the Board with a recommendation. Commissioner Bryan seconded the motion. Upon inquiry by Chairman

McDaniel, Public Works Director Danford stated that the Landfill will not be closed by September, 2015. After discussion, Commissioner McLemore added to his motion to approve the advertisement to receive sealed bids. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously.

CONFIRMATION & AUTHORITY FROM BOARD FOR PUBLIC HEARING DATE & TIME

Upon request by County Attorney Novak, Commissioner Yeager motioned to hold both public hearings regarding the proposed Leave No Trace ordinance at their regularly schedule Board meetings in May. Commissioner McLemore seconded the motion, and it passed unanimously.

EMERGENCY MANAGEMENT VEHICLES

Emergency Management Director Nelson appeared before the Board to discuss the need to spend the remainder of grant funds; reporting that one (1) project is to purchase a new vehicle. Upon request by Emergency Management Director Nelson, Commissioner McLemore motioned to advertise to receive sealed bids for the purchase of a new vehicle and to sale E9-1-1 Coordinator Guthrie's vehicle to help pay for the new one along with the grant funds. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously. Commissioner McLemore requested that Emergency Management Director Nelson look at Staff before advertising.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Quinn, and unanimous vote, the meeting did then adjourn at 5:34 p.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**



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GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

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FOR: All Except State

FOR CASH ACCOUNT: 00100 10110

CHECK #	CHECK DATE	CHECK TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
3475	05/01/2015	WIRE	006126 CENTENNIAL BANK	5,552.22			
3476	05/05/2015	WIRE	000278 BOARD COUNTY COMMISSIONER	54,261.60			
3478	05/01/2015	WIRE	006126 CENTENNIAL BANK	205.00			
3479	05/07/2015	WIRE	006126 CENTENNIAL BANK	1,908.99			
3480	05/07/2015	WIRE	000401 FLORIDA DIVISION OF RETIR	49,660.16			
3481	05/05/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	127,638.68			
3484	05/06/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	620.26			
3485	05/07/2015	WIRE	004010 ELECTRONIC FEDERAL TAX PA	45,776.03			
3486	05/07/2015	WIRE	040903 EXPERTPAY FOR EMPLOYERS	2,534.00			
3487	05/07/2015	WIRE	004230 NATIONWIDE RETIREMENT SOL	749.45			
3488	05/08/2015	WIRE	006126 CENTENNIAL BANK	9,343.39			
3491	05/12/2015	WIRE	000278 BOARD COUNTY COMMISSIONER	128.00			
3494	05/15/2015	WIRE	006126 CENTENNIAL BANK	849.45			
3496	05/19/2015	WIRE	000142 FLORIDA DEPT. OF REVENUE	235.93			
3497	05/19/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	127,613.28			
3500	05/20/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	104.43			
3501	05/21/2015	WIRE	004010 ELECTRONIC FEDERAL TAX PA	45,522.56			
3502	05/21/2015	WIRE	040903 EXPERTPAY FOR EMPLOYERS	704.62			
3503	05/21/2015	WIRE	004230 NATIONWIDE RETIREMENT SOL	2,534.00			
3504	05/21/2015	WIRE	006126 CENTENNIAL BANK	50.00			
3505	05/21/2015	WIRE	006126 CENTENNIAL BANK	205.00			
3506	05/21/2015	WIRE	006126 CENTENNIAL BANK	1,938.99			
105977	05/04/2015	PRINTED	006353 LIBERTY CO CLERKS OFFICE	11,973.00			
105978	05/07/2015	PRINTED	000421 INT. UNION OF OPER. ENG.	157.50			
105979	05/07/2015	PRINTED	004160 UNIFIRST CORPORATION	286.94			
105980	05/07/2015	PRINTED	004290 UNITED WAY OF NORTHWEST F	56.00			
105981	05/07/2015	PRINTED	004659 REBECCA L. NORRIS	4.56			
105982	05/07/2015	PRINTED	041000 UNITED STATES TREASURY	200.00			
105983	05/07/2015	PRINTED	000151 GCEC	1,901.27			
105984	05/07/2015	PRINTED	000186 DAVID RICHES IGA WEGA	166.26			
105985	05/07/2015	PRINTED	000189 ST JOE AUTO PARTS	322.50			
105986	05/07/2015	PRINTED	000190 ST JOE HARDWARE	20.74			
105987	05/07/2015	PRINTED	000190 ST JOE HARDWARE	9.99			
105988	05/07/2015	PRINTED	000190 ST JOE HARDWARE	16.47			
105989	05/07/2015	PRINTED	000203 SOUTHERN CLEANING SUPPLY	245.10			
105990	05/07/2015	PRINTED	000222 CITY OF WEWAHITCHKA	664.39			
105991	05/07/2015	PRINTED	000222 CITY OF WEWAHITCHKA	2,152.73			
105992	05/07/2015	PRINTED	000336 KENDALL MURPHY	1,350.00			
105993	05/07/2015	PRINTED	000452 GULF COUNTY HEALTH DEPT.	7,584.25			
105994	05/07/2015	PRINTED	000755 GALLS INC.	40.99			
105995	05/07/2015	PRINTED	000949 SAM'S CLUB DIRECT	514.76			
105996	05/07/2015	PRINTED	001377 FIRST COMMUNICATIONS	3,250.00			
105997	05/07/2015	PRINTED	002619 ST. JOSEPH BAY HUMANE SOC	2,808.00			
105998	05/07/2015	PRINTED	003204 DEWAYNE STRADER	50.00			
105999	05/07/2015	PRINTED	003764 COASTAL DESIGN & LANDSCAP	250.00			
106000	05/07/2015	PRINTED	004058 PURCHASE POWER	49.99			
106001	05/07/2015	PRINTED	004065 COMBINED INSURANCE SERVIC	1,600.00			
106002	05/07/2015	PRINTED	004160 UNIFIRST CORPORATION	200.25			
106003	05/07/2015	PRINTED	004160 UNIFIRST CORPORATION	30.00			
106004	05/07/2015	PRINTED	004380 GRAINGER	217.23			
106005	05/07/2015	VOID	004487 *** NOT FOUND	.00			



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GULF COUNTY BCC
AP CHECK RECONCILIATION REGISTER

FOR: All Except Stale

CLEARED BATCH CLEAR DATE

UNCLEARED

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED
106006	05/07/2015	PRINTED	004495 BOUND TREE MEDICAL, LLC	369.43
106007	05/07/2015	PRINTED	004568 MEDIACOM	133.82
106008	05/07/2015	PRINTED	004568 MEDIACOM-SOUTHEAST LLC	69.95
106009	05/07/2015	PRINTED	004659 REBECCA L. NORRIS	431.51
106010	05/07/2015	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	51.37
106011	05/07/2015	PRINTED	005054 REPLAY SYSTEMS, INC	3,904.00
106012	05/07/2015	PRINTED	005261 SYSCO-GULF COAST	1,801.80
106013	05/07/2015	PRINTED	005264 FAIRPOINT COMMUNICATIONS	640.92
106014	05/07/2015	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	86.77
106015	05/07/2015	PRINTED	005684 VERIZON WIRELESS	747.36
106016	05/07/2015	PRINTED	005684 VERIZON WIRELESS SERVICES	10.10
106017	05/07/2015	PRINTED	005740 HILLER SYSTEMS INCORPORAT	662.95
106018	05/07/2015	PRINTED	005936 XEROX CORPORATION	201.65
106019	05/07/2015	PRINTED	005938 TONY GRAY	81.25
106020	05/07/2015	PRINTED	006009 ROK TECHNOLOGIES, INC	400.00
106021	05/07/2015	PRINTED	006170 CLEAR CHANNEL AIRPORTS	110.00
106022	05/07/2015	PRINTED	006189 GEOCOM, INC.	7,380.00
106023	05/07/2015	PRINTED	006198 SARAH PETER	13,000.00
106024	05/07/2015	PRINTED	006223 CANON SOLUTIONS AMERICA,	142.60
106025	05/07/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	308.90
106026	05/07/2015	PRINTED	006311 OUTPOST DESIGN	5,600.00
106027	05/07/2015	PRINTED	006380 ADT SECURITY	131.01
106028	05/07/2015	PRINTED	006386 GOOGLE INC.	14,464.46
106029	05/07/2015	PRINTED	006424 COASTAL RADIOLOGY ASSOC.	407.00
106030	05/07/2015	PRINTED	006432 WASTE PRO OF FLORIDA, INC	123.00
106031	05/07/2015	PRINTED	006457 BRANDAN BABINEAUX	1,250.00
106032	05/07/2015	PRINTED	004487 BUY RITE DRUGS	32.02
106040	05/14/2015	PRINTED	000128 ROY LEE CARTER	200.00
106041	05/14/2015	PRINTED	000151 GCEC	858.47
106042	05/14/2015	PRINTED	000158 GULF COUNTY SHERIFFS	1,173.52
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106046	05/14/2015	PRINTED	000186 DAVID RICH'S IGA WEGA	57.19
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106054	05/14/2015	PRINTED	000194 ST JOE NATURAL GAS CO	25.88
106055	05/14/2015	PRINTED	000209 TRACTOR & EQUIPMENT CO	902.73
106056	05/14/2015	PRINTED	000215 WALLACE PUMP & SUPPLY	107.55
106057	05/14/2015	PRINTED	000222 CITY OF WEWAHITCHKA	59.73
106058	05/14/2015	PRINTED	000222 CITY OF WEWAHITCHKA	1,378.17
106059	05/14/2015	PRINTED	000251 ROWLAND'S WELDING &	148.63
106060	05/14/2015	PRINTED	000285 MOORE MEDICAL, LLC	106.14
106061	05/14/2015	PRINTED	000312 THE WATER SPIGOT	40.00
106062	05/14/2015	PRINTED	000478 STEEL CITY INC.	419.64
106063	05/14/2015	PRINTED	000495 THOMPSON TRACTOR CO.	2,057.16
106064	05/14/2015	PRINTED	000894 ST JOE RENT ALL INC.	2,264.64



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FOR CASH ACCOUNT: 00100 CHECK DATE TYPE VENDOR NAME UNCLEARED
FOR: All Except State CLEARED BATCH CLEAR DATE

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106067	05/14/2015	PRINTED	001141 CULLIGAN	28.50
106068	05/14/2015	PRINTED	001141 CULLIGAN	73.90
106069	05/14/2015	PRINTED	001141 CULLIGAN	16.50
106070	05/14/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	1,847.29
106071	05/14/2015	PRINTED	001318 MIZE PLUMBING, GLASS AND	96.90
106072	05/14/2015	PRINTED	001410 UNIVERSITY OF FLORIDA	47.92
106073	05/14/2015	PRINTED	001429 LEROY HILL COFFEE COMPANY	125.10
106074	05/14/2015	PRINTED	001604 MARSHALL NELSON	113.19
106075	05/14/2015	PRINTED	001643 BAYSIDE LUMBER & BUILDING	155.70
106076	05/14/2015	PRINTED	001648 HARRIS BUSINESS MACHINES	46.89
106077	05/14/2015	PRINTED	001665 ZEE MEDICAL SERVICE	104.25
106078	05/14/2015	PRINTED	001731 HAROLDS AUTO PARTS	3,245.83
106079	05/14/2015	PRINTED	001731 HAROLDS AUTO PARTS	448.91
106080	05/14/2015	PRINTED	001731 HAROLDS AUTO PARTS	36.20
106081	05/14/2015	PRINTED	001920 MED-TECH RESOURCE, INC.	177.85
106082	05/14/2015	PRINTED	002029 DUREN'S PIGGLY WIGGLY	146.59
106083	05/14/2015	PRINTED	002258 MARIANNA AUTO PARTS	689.36
106084	05/14/2015	PRINTED	002455 DONNIE'S TOTAL PRIDE PEST	150.00
106085	05/14/2015	PRINTED	002638 G & C SUPPLY CO., INC.	2,077.32
106086	05/14/2015	PRINTED	003017 BO KNOWS PEST CONTROL	45.00
106087	05/14/2015	PRINTED	003321 HILL MANUFACTURING CO	212.00
106088	05/14/2015	PRINTED	003328 PEAK'S UNLIMITED	52.00
106089	05/14/2015	PRINTED	003490 QUEST DIAGNOSTICS	73.82
106090	05/14/2015	PRINTED	003805 SEAHORSE WATER SAFARIS, L	98.00
106091	05/14/2015	PRINTED	004151 DUVAL FORD	29,100.00
106092	05/14/2015	PRINTED	004229 COAST2COAST PRINTING	4,985.00
106093	05/14/2015	PRINTED	004249 STATE OF FLORIDA	1,368.69
106094	05/14/2015	PRINTED	004249 STATE OF FLORIDA	1,854.71
106095	05/14/2015	PRINTED	004249 STATE OF FLORIDA	1,920.31
106096	05/14/2015	PRINTED	004380 GRAINGER	271.35
106097	05/14/2015	PRINTED	004440 DENISE MANUEL	85.73
106098	05/14/2015	PRINTED	004487 BUY RITE DRUGS	38.33
106099	05/14/2015	PRINTED	004495 BOUND TREE MEDICAL, LLC	858.26
106100	05/14/2015	VOID	004553 *** NOT FOUND	.00
106101	05/14/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	816.59
106102	05/14/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	24,264.45
106103	05/14/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	60.75
106104	05/14/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	1,400.81
106105	05/14/2015	PRINTED	004568 MEDIACOM	162.85
106106	05/14/2015	PRINTED	004599 SUWANNEE RIVER SUPPLY, IN	432.14
106107	05/14/2015	PRINTED	004659 REBECCA L. NORRIS	10.00
106108	05/14/2015	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	1,377.01
106109	05/14/2015	PRINTED	004780 COASTAL BUSINESS PRODUCTS	173.42
106110	05/14/2015	PRINTED	004820 MILLER HEATING & AIR COND	730.00
106111	05/14/2015	PRINTED	004826 MRD ASSOCIATES, INC.	141,271.30
106112	05/14/2015	PRINTED	004964 NEECE TIRE & AUTO SERVICE	7,309.97
106113	05/14/2015	PRINTED	005123 FIRST IN SERVICES, LLC	314.95
106114	05/14/2015	PRINTED	005230 SHERWIN-WILLIAMS	192.39
106115	05/14/2015	PRINTED	005261 SYSCO-GULF COAST	1,641.06
106116	05/14/2015	PRINTED	005429 GULF STATE CHEMICAL & WE	1,103.10



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FOR: All Except Stale

FOR CASH ACCOUNT: 00100 10110
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106117	05/14/2015	PRINTED	EMS CONSULTANTS, LTD	005445	5,457.12
106118	05/14/2015	PRINTED	ST. JOE ELECTRIC SUPPLY	005640	3,984.37
106119	05/14/2015	PRINTED	VERIZON WIRELESS	005684	3,625.97
106120	05/14/2015	PRINTED	CREATIVE PRODUCT SOURCE,	005708	63.98
106121	05/14/2015	PRINTED	CENTURION MEDICAL PRODUCT	005771	186.78
106122	05/14/2015	PRINTED	DOLLAR GENERAL CHARGE SAL	005809	109.23
106123	05/14/2015	PRINTED	DIXSON & SONS TAXI SERVIC	005892	190.00
106124	05/14/2015	PRINTED	NOVAK LAW GROUP, PLLC	005930	2,285.10
106125	05/14/2015	PRINTED	XEROX CORPORATION	005936	81.99
106126	05/14/2015	PRINTED	XEROX CORPORATION	005936	112.77
106127	05/14/2015	PRINTED	XEROX CORPORATION	005936	132.59
106128	05/14/2015	PRINTED	XEROX CORPORATION	005936	241.40
106129	05/14/2015	PRINTED	XEROX CORPORATION	005936	4,085.97
106130	05/14/2015	PRINTED	PHILCO	005991	97.69
106131	05/14/2015	PRINTED	KONICA MINOLTA BUSINESS S	005993	1,219.28
106132	05/14/2015	PRINTED	HALLFAX MEDIA GROUP	006161	1,069.10
106133	05/14/2015	PRINTED	RENTAL, LLC	006180	36.00
106134	05/14/2015	PRINTED	SANDY'S STITCHES	006181	994.15
106135	05/14/2015	PRINTED	DUKE ENERGY FLORIDA, INC.	006257	1,651.98
106136	05/14/2015	PRINTED	PCMG, INC	006266	400.00
106137	05/14/2015	PRINTED	JOSEPH R. BAYBA JR.	006273	482.26
106138	05/14/2015	PRINTED	INDEPENDENT HEALTH SERVIC	006330	347.64
106139	05/14/2015	PRINTED	INDEPENDENT HEALTH SERVIC	006330	42.50
106140	05/14/2015	PRINTED	WEWA OUTDOORS & PAWN LLC	006341	12.00
106141	05/14/2015	PRINTED	FERRELL GAS	006344	9,126.00
106142	05/14/2015	PRINTED	LIBERTY CO CLERKS OFFICE	006353	400.00
106143	05/14/2015	PRINTED	DANIEL A KENNY	006375	449.00
106144	05/14/2015	PRINTED	CALHOUN-LIBERTY HOSPITAL	006405	860.00
106145	05/14/2015	VOID	TJ'S NETWORK CONSULTING	006481	0.00
106146	05/14/2015	PRINTED	*** NOT FOUND	006482	0.00
106147	05/15/2015	PRINTED	FIRE RES Q, INC	006483	269.00
106148	05/15/2015	PRINTED	LAURA TAYLOR	002198	89.40
106149	05/15/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	004553	2,086.89
106150	05/15/2015	PRINTED	GULF STATE CHEMICAL & WE	005429	16.00
106151	05/18/2015	PRINTED	VERIZON WIRELESS	005684	1,478.78
106152	05/21/2015	PRINTED	SHIRLEY JENKINS	003433	149.73
106153	05/21/2015	PRINTED	INT. UNION OF OPER. ENG.	000421	157.50
106154	05/21/2015	PRINTED	UNIFIRST CORPORATION	004160	286.94
106155	05/22/2015	PRINTED	UNITED WAY OF NORTHWEST F	004290	56.00
106156	05/22/2015	PRINTED	GCEC	000151	681.71
106157	05/22/2015	PRINTED	CITY OF PORT ST JOE	000181	3,756.02
106158	05/22/2015	PRINTED	QUILL CORPORATION	000183	1,455.40
106159	05/22/2015	PRINTED	DAVID RICH'S IGA WEGA	000186	1,258.25
106160	05/22/2015	PRINTED	ST JOE HARDWARE	000190	1,269.30
106161	05/22/2015	PRINTED	ST JOE NATURAL GAS CO	000194	25.88
106162	05/22/2015	PRINTED	SOUTHERN CLEANING SUPPLY	000203	77.06
106163	05/22/2015	PRINTED	TRACTOR & EQUIPMENT CO	000209	3,850.00
106164	05/22/2015	PRINTED	CITY OF WEWAHITCHKA	000222	354.40
106165	05/22/2015	PRINTED	BAY COUNTY BOARD COUNTY	000666	2,946.00
106166	05/22/2015	PRINTED	PITNEY BOWES GLOBAL FINAN	000747	7.72
106167	05/22/2015	PRINTED	ST JOE RENT ALL INC.	000894	129.60
106168	05/22/2015	PRINTED	CULLIGAN	001141	163.30
			CULLIGAN	001141	57.20



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FOR: All Except State

FOR CASH ACCOUNT: 00100

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106172	05/22/2015	PRINTED	003433 SHIRLEY JENKINS	126.05
106173	05/22/2015	PRINTED	003433 SHIRLEY JENKINS	126.05
106174	05/22/2015	PRINTED	004058 PURCHASE POWER	49.99
106175	05/22/2015	PRINTED	004249 STATE OF FLORIDA	3,700.39
106176	05/22/2015	PRINTED	004568 MEDIACOM-SOUTHEAST LLC	765.87
106177	05/22/2015	PRINTED	004659 REBECCA L. NORRIS	89.60
106178	05/22/2015	PRINTED	004659 REBECCA L. NORRIS	2,482.66
106179	05/22/2015	PRINTED	005261 SYSCO-GULF COAST	4,396.86
106180	05/22/2015	PRINTED	005264 FAIRPOINT COMMUNICATIONS	346.25
106181	05/22/2015	PRINTED	005317 AUTO-CHLOR SERVICES, LLC	985.00
106182	05/22/2015	PRINTED	005575 BURKETT & SON'S WELL SERV	73.87
106183	05/22/2015	PRINTED	005614 RELIABLE COPY PRODUCTS	50.33
106184	05/22/2015	PRINTED	005684 VERIZON WIRELESS	42.31
106185	05/22/2015	PRINTED	005684 VERIZON WIRELESS	450.00
106186	05/22/2015	PRINTED	006205 PENQUIN MANAGEMENT, INC.	286.85
106187	05/22/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	438.32
106188	05/22/2015	PRINTED	006484 SUNCOAST PRINT & PROMOTIO	1.29
106189	05/22/2015	PRINTED	006486 INMATE COMMISSARY FUND	.00
106190	05/22/2015	VOID	** NOT FOUND	.00
106194	05/29/2015	PRINTED	000101 ACTION FIRE & SAFETY	66.00
106195	05/29/2015	PRINTED	000153 GULF COUNTY ARC	31.90
106196	05/29/2015	PRINTED	000153 GULF ARC, INC	131.25
106197	05/29/2015	PRINTED	000154 GULF CO.SENIOR CITIZENS	16,830.00
106198	05/29/2015	PRINTED	000158 GULF COUNTY SHERIFFS	198,413.95
106199	05/29/2015	PRINTED	000183 QUILL CORPORATION	187.98
106200	05/29/2015	PRINTED	000189 ST JOE AUTO PARTS	2,119.96
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106202	05/29/2015	PRINTED	000190 ST JOE HARDWARE	870.69
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106204	05/29/2015	PRINTED	000190 ST JOE HARDWARE	28.95
106205	05/29/2015	PRINTED	000215 WALLACE PUMP & SUPPLY	19.31
106206	05/29/2015	PRINTED	000726 LIFE MANAGEMENT CENTER	915.24
106207	05/29/2015	PRINTED	000839 GULF CO. TRANSPORTATION	1,539.50
106208	05/29/2015	PRINTED	001002 FISHERS BUILDING SUPPLY	93.68
106209	05/29/2015	PRINTED	001106 LEAF	185.17
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106211	05/29/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	760.81
106212	05/29/2015	PRINTED	001181 AKE'S SEPTIC TANK	300.00
106213	05/29/2015	PRINTED	001318 MIZE PLUMBING, GLASS AND	154.69
106214	05/29/2015	PRINTED	001643 BAYSIDE LUMBER & BUILDING	341.29
106215	05/29/2015	PRINTED	001648 HARRIS BUSINESS MACHINES	301.37
106216	05/29/2015	PRINTED	002922 VISIT FLORIDA	395.00
106217	05/29/2015	PRINTED	003433 SHIRLEY JENKINS	858.50
106218	05/29/2015	PRINTED	004361 SISTERS	100.00
106219	05/29/2015	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	182.00
106220	05/29/2015	PRINTED	005282 UPS	213.96
106221	05/29/2015	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	46.20
106222	05/29/2015	PRINTED	006061 JONES COMMUNICATIONS CONS	2,040.00
106223	05/29/2015	PRINTED	006181 SANDY'S STITCHES	13.50



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GULF COUNTY BCC
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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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FOR CASH ACCOUNT: 00100 10110

106224	05/29/2015	PRINTED	000151 GCEC	165.60			
106225	05/29/2015	PRINTED	000194 ST JOE NATURAL GAS CO	221.56			
106226	05/29/2015	PRINTED	000638 LIGHTHOUSE UTILITIES	177.79			
106227	05/29/2015	PRINTED	001141 CULLIGAN	21.25			
106228	05/29/2015	PRINTED	001141 CULLIGAN	10.00			
106229	05/29/2015	PRINTED	001401 WARREN J. YEAGER	400.00			
106230	05/29/2015	PRINTED	003365 CARMEN L. MCLEMORE	400.00			
106231	05/29/2015	PRINTED	004160 UNIFIRST CORPORATION	200.25			
106232	05/29/2015	PRINTED	004160 UNIFIRST CORPORATION	30.00			
106233	05/29/2015	PRINTED	004659 REBECCA L. NORRIS	26.50			
106234	05/29/2015	PRINTED	005261 SYSCO-GULF COAST	3,110.77			
106235	05/29/2015	PRINTED	005564 AMERIGAS-MARIANNA	1,331.50			
106236	05/29/2015	PRINTED	005897 COBRA ADMINISTRATIVE SOLU	77.40			
106237	05/29/2015	PRINTED	005914 WARD MCDANIEL	400.00			
106238	05/29/2015	PRINTED	005930 NOVAK LAW GROUP, PLLC	14,946.00			
106239	05/29/2015	PRINTED	005936 XEROX CORPORATION	138.82			
106240	05/29/2015	PRINTED	005946 GARY M. PABLO, MD	833.33			
106241	05/29/2015	PRINTED	006161 HALIFAX MEDIA GROUP	1,727.50			
106242	05/29/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	181.25			
106243	05/29/2015	PRINTED	006433 SANDY QUINN	14.95			
106244	05/29/2015	PRINTED	006487 KRISTIANNE KOCH RIDDLE	3,750.00			
106245	05/29/2015	PRINTED	006489 DAVID DYKES	160.00			

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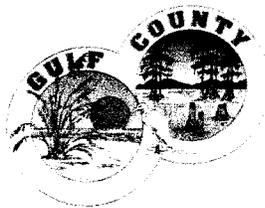
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282 CHECKS FINAL TOTAL 1,221,312.38 .00

** END OF REPORT - Generated by Darla Lyle **



**GULF COUNTY
EMERGENCY MANAGEMENT**

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON

DATE: JUNE 1, 2015

SUBJECT: EMERGENCY PREPAREDNESS GRANT (EMPA) AGREEMENT
CONTRACT # 16-BG-83-02-33-01-022

By this memo we are requesting the board's approval of the attached Emergency Preparedness Grant (EMPA) for the Fiscal year 2015 - 2016 in the amount of 105,806.00

Attachment

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUN -3 AM 11:34

CONSENT
DATE: 6/9/15 46

Contract Number:16-BG-83-02-33-01-022

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2015 and shall end June 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

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

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

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

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

(6) **AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

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

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

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

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

(7) REPORTS

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

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-

out report. The ending dates for each quarter of the program year are September 30, December 31 March 31 and June 30.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: Teresa.warner@em.myflorida.com

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

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

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

(14) SUBCONTRACTS

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

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Budget Narrative

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806.00**, subject to the availability of funds.

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

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation

requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

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

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

Any requests received after **July 31, 2016**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

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

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
GULF COUNTY

By: _____
Name and title: _____
Date: _____
FID# _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____
Name and Title: Bryan Koon, Director
Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Programs

Catalog of State Financial Assistance number: 31.063

\$105,806.00

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

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

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

Eligible recipients for these funds are limited to the 67 Florida counties.

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Preparedness and Assistance Trust Fund is intended for use by the Recipient to perform eligible activities as identified in this agreement and programs that are consistent with State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation.

FY 2015-2016 – Emergency Management Preparedness and Assistance Grant	GULF COUNTY	Salary and Benefits	93,105.57
		Other Personal/Contractual Services (OPS)	
		Expenses	12,700.43
		Operating Capital Outlay (OCO)	
		Fixed Capital Outlay (FCO)	

Attachment B

Scope of Work

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

The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. **Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

The minimum acceptable standard for payment is to maintain a 24-7 operation. To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

This includes any service related to the “Categories and Eligible Costs” listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division’s Regional Coordinator to ensure county compliance.

In addition, the County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management: Coordination and Collaboration, Training and Exercise, Geographical Information, Logistics, and Shelter Survey and Retrofit Program.

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

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

Piggy-backing: The practice of procurement by one agency using the agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may require solicitation documents and responses, at its discretion.

I. Categories and Eligible Costs

FY2015-2016 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Authorized Salaries and Benefits are eligible for reimbursement. Copies of timesheets (if applicable) documenting hours worked and earning statements/payroll registries are required documentation for proof of salary payments. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout

- Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction. Maintain the operational capability to activate facility their on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

B. Other Personal/Contractual Services

Authorized Other Personal/Contractual Services allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Services would include planning, training, exercise or other priorities in emergency management.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes must be submitted for pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

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

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

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

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

D. Operating Capital Outlay (OCO)

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

Eligible items include, but are not limited to:

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

E. Fixed Capital Outlay (FCO)

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

Eligible items include, but are not limited to:

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

II. Eligibility Requirements:

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

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

Attachment C

Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

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

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - A) Need to attend at least three events below and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2015 – June 30, 2016), the county must:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. This must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.

B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. This must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data must be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. Updates and corrections must be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2016**. This must include:

- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations must be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

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

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" must be submitted via the Sharepoint portal.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

4. **LOGISTICS** - The County must maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county must identify local resources to meet emergency needs, and develop local contracts for goods and services. The following must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>, no later than June 1, 2016.

- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan must also include, but is not limited to the following:
- County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency
 - Location, survey forms and attributes information for county logistical staging areas
 - Location and attribute information for Points of Distribution (POD) sites and Comfort Stations

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida’s statewide hurricane shelter space deficit elimination program, the following must be uploaded to the Division’s Sharepoint portal, <https://portal.floridadisaster.org>. All information must be verified by the county.
- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
 - B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
 - C) Develop and submit a strategy to ensure that by **June 1, 2016**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements must be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2016**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
 - E) Update and submit a hurricane shelter deficit reduction progress reports, which include “as-is”, retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
 - F) Provide a brief report on results of the year’s coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division’s Sharepoint Portal.

Attachment D

Deliverables

EMPA Base Grant costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable. The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. The Recipient must maintain current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction. The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061.

Financial Consequence

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does NOT maintain level of capability (EMAP and certificates), the Division will withhold 5% of the amount requested in the Quarterly Financial Report.

Attachment E

Reports

- A. Recipient must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: Includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - OPS/Contractual Services: Includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - Expenses: Must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - OCO: Includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - FCO: Includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**

- D. **The final close-out report is due sixty days after termination of this Agreement.**
- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information must be developed based on guidelines provided and must be submitted to the Division no later than December 31, 2015.
- G. In a format provided by the Division, a proposed staffing summary must be submitted by December 31, 2015. Also, each funded county emergency management position description must be submitted to the Division no later than December 31, 2015.
- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Program Requirements

Program Statutes

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

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

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

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

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

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

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

(2) NAWAS

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

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to

any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

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

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

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

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

(5) CERTIFICATIONS

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

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

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

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

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the

local emergency management program during that activation, and provide a written after action report to the Division.

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

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

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

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

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

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

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

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

Attachment H
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of Conduct.

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

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 7:30 am-5:30 p.m. est Mon-Thurs

Licensing and Permitting

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

Attachment I



Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

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

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

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

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

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

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



GULF COUNTY
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
FROM: MARSHALL NELSON
DATE: JUNE 1, 2015
SUBJECT: EMERGENCY PREPAREDNESS GRANT (EMPG) AGREEMENT
CONTRACT # 16-FG- -02-33-01-089

By this memo we are requesting the board's approval of the attached Emergency Preparedness Grant (EMPG) for the Fiscal year 2015 - 2016 in the amount of 54,765.00

Attachment

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUN -3 AM 11:34

CONSENT
DATE 6/9/15 KS

Contract Number:16-FG- -02-33-01-089

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2015 and end June 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

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

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

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program

costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, and in the event that the Recipient expends \$750,000 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 2 C.F.R. Part 200. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in 2 C.F.R. Part 200.

If the Recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and required by subparagraph (d) above, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

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

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

And to any other Federal agencies and pass-through entities in accordance with 2 C.F.R. Part 200.

(f) Pursuant to 2 C.F.R. Part 200 and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with 2 C.F.R. Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

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

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

(7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: 850-922-1637
 Fax: 850-488-7842
 Email: Teresa.warner@em.myflorida.com

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

Marshall Nelson
 1000 Cecil G Costin Sr Blvd Bldg
 500 Telephone:850-229-9110
 Fax:850-229-9115
 Email:mnelson@gulfcounty-fl.gov

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
 Attachment A – Program Budget
 Attachment B – Scope of Work
 Attachment C – Budget Narrative Recordkeeping
 Attachment D – Deliverables
 Attachment E – Reports
 Attachment F – Program Statutes, Regulations and Special Conditions
 Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations
 Attachment I – Certification Regarding Debarment
 Attachment J – Statement of Assurances
 Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$54,765.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal 2 C.F.R. Part 200 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable in 2 C.F.R. Part 200. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

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

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

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

Any requests received after **July 31, 2016**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

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

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
GULF COUNTY

By: _____
Name and title: _____
Date: _____
FID# _____
DUNS # _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____
Name and Title: Bryan Koon, Director
Date: _____

EXHIBIT – 1

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

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

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042

Award amount: \$ 54,765.00

FAIN # _____

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

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

44 CFR, Part 302

48 CFR, Part 31

2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2015 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, **Fiscal Year 2015 Emergency Management Performance Grants Program** and programs that are consistent with Title 44, 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation under this award.

FY 2015 – Emergency Management Performance Grants Program	GULF COUNTY	Organizational Expenditures	54,765.00
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (no greater than 5%)	

Attachment B

Scope of Work

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Program Funding Opportunity Announcement (FOA). Eligible activities are outlined below in the Categories and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

The minimum acceptable standard for payment is to maintain a 24-7 operation. This includes any service related to the "Categories and Eligible Activities" listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

By signing this Agreement the Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Monitoring: Monitoring will be accomplished through desk-based review, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

Piggy-backing: The practice of procurement by one agency using the agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may at its discretion require solicitation documents and responses.

I. Categories and Eligible Activities

The 2015 Emergency Management Performance Grants (EMPG) Program Guidance allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

A. Organization

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

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

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2015 EMPG Program funds. These costs must comply with 2 C.F.R. Part 200.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or

decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

The Staffing Detail and Exercise Detail Form (Form 3) are due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the completion of required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Other Personal/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review.
- Fixed Capital Outlay
 - Major repairs to the County Emergency Operations Center
 - Central Heat/Air
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

B. Planning

Planning spans across the five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and

establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2015 EMPG Program funds may be used to develop or enhance emergency management planning activities. Eligible "Planning" activities include, but not limited to:

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

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

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

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

Evacuation planning

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

Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

C. Training

The number of participants must be adequate for each training session. Unless the recipient receives advance written approval from FDEM for the number of participants, the Division will reduce the amount authorized for reimbursement or a pro-rata basis for or deny the entire reimbursement. ***A request must be submitted and approved by DEM no later than 25 days prior to the training session.***

FY 2015 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities shall align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

To ensure the professional development of the emergency management workforce, the grantee must continually assess the capabilities of staff through the implementation of the MYTEP.

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

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- *Funds Used to Develop, Deliver, and Evaluate Training.* Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- *Certification/Recertification of Instructors.* Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

EMPG Program funds used for training shall support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

D. Exercises

Exercises have essential capability for Emergency Management to be able to respond to emergencies.

All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment C, #2)

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct and Evaluate an Exercise.* This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the

awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- *Implementation of HSEEP.* This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- *Other Items.* These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

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

If food/water is a requirement for an event, a request must be submitted no later than 25 days prior to the event. All requests must be approved prior to the event in the following format:

Exercise Title:
 Location:
 Exercise Date:
 Exercise Schedule:
 Estimated Number of Participants that will be fed:
 Estimated Cost for food/water:
 Description of the Exercise:

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In

addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

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

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

In addition, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Performance Grant (EMPG) Base Grant expenditures. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

II. Management and Administration (M&A)

M&A is a function of the "Categories and Eligible Activities" (A-E) above. These activities are defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

III. Environmental and Historic Preservation (EHP)

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to request FY 2015 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>.

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

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

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

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

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

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

IV. Construction and Renovation

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

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

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

V. Maintenance and Sustainment

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

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

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

- Activities unrelated to the completion and implementation of the EMPG Program

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

Attachment C

Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

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

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016);
 - Attend the Private Sector Summit OR the Rural County Summit
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2015 – June 30, 2016) **MUST** provide the following items. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>
 - At least one County Emergency Management employee should participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
3. **National Incident Management System (NIMS)** - The Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).
4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Attachment D

Deliverables

Emergency Management Performance Grants Program Guidance, FY2015 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

A. Organization Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual eligible costs associated with **staffing, and other day-to-day activities** (listed in SOW, under “Eligible Items for Expenses”) **in support of emergency management.** Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs.

To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

B. Planning Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of successfully completing planning activities consistent with guidelines contained in the 2015 EMPG FOA. Program funds may be used to develop or enhance emergency management planning activities. Only the approved planning activities outlined below are eligible for reimbursement, however, any other planning activities MUST have prior approval from DEM to be eligible under this agreement. Approved planning activities include: provide input for data collection in THIRA development; Development of an all-hazards mitigation plan based on identified risks and hazards; Emergency Management/Operation Plans; Communications Plans; Continuity/Administrative Plans; Whole Community engagement/planning; Resource management planning; Evacuation planning; Pre-disaster and post-disaster Recovery planning; F/ERO Credentialing and Validation; and MYTEP.

C. Training Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for all actual cost of successfully completing training activities consistent with guidelines contained in the 2015 EMPG FOA. Only the approved training venues outlined below are eligible for reimbursement, however, any other training venues MUST have prior approval from DEM to be eligible under this agreement. Approved training venues are: Florida Governor’s Hurricane Conference; National Hurricane Conference; Florida Emergency Preparedness Association Annual Meeting; Florida Emergency Preparedness Association Mid Year Work Session; and Professional Development Conferences.

D. Exercises Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing exercise activities consistent with guidelines contained in the 2015 EMPG FOA. Only exercises outlined in the County MYTEP are eligible for reimbursement; any other exercise MUST have prior approval from DEM to be eligible under this agreement.

E. Equipment Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of purchasing an item identified on the Authorized Equipment List (AEL) list from the selected categories below. Allowable equipment categories for the EMPG Program are listed on the web-based version of the AEL on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Financial Consequence

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does NOT complete the activities, the Division will withhold 5% of the amount requested in the Quarterly Financial Report.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. All documentation for reimbursement **MUST** include exact amounts and **MUST** be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts and canceled checks (or general ledger) for proof of payment. AEL# for each purchase (if applicable).
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - If cancelled checks are NOT available, copies of the general ledger **MUST** be provided.

- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- E. The final close-out report is due sixty days after termination of this Agreement.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division shall withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR Part 42, Subparts C,D,E, and G
- 13) 28 CFR applicable to grants and cooperative agreements
- 14) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 15) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 16) Title VI of the Civil Rights Act of 1964, as amended;
- 17) Section 504 of the Rehabilitation Act of 1973, as amended;
- 18) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 19) Title IX of the Education Amendments of 1972;
- 20) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards
- 27) To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200
shall apply

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. Cost Principles

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2015 Emergency Management Performance Grants Funding Opportunity Announcement.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

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

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

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

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

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct.

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

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____ 7:00 a.m. - 5:30 p.m. est Mon-Thurs _____

Licensing and Permitting

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

Attachment I



Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J**Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

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

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

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

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

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

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



GULF COUNTY
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BEN GUTHRIE 

DATE: JUNE 2, 2015

SUBJECT: VEHICLE PURCHASE

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUN -3 AM 11:33

On May 5, 2015, the Gulf County Board of County Commissioners voted to allow Gulf County Emergency Managements to purchase a new full size SUV. Emergency Management advertised and received one bid. By this memo we are requesting board approval to purchase a Ford Expedition 4x4 from River Bend Ford in the amount of \$41,150.16, based on Bid # 1415-21. The vehicle will be paid for from the Emergency Management budget and the sale of the 2008 F-150.

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

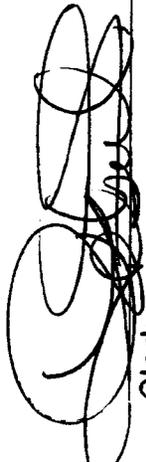
Attachment

BID TABULATION SHEET

BID # 1415-21

PROJECT: NEW FULL SIZE SUV 4X4 - EMERGENCY MANAGEMENT

COMPANY NAME	BASE BID	ALTERNATE #1	ALTERNATE #2
River Bend Ford	\$4,150,16		


 Clerk 6/1/15
Date


 BCC Representative 6/1/15
Date

Print window sticker



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

EXPEDITION

**2015 4X4 XLT
3.5L ECOBOOST V6 ENGINE
6-SPD SELECTSHIFT AUTO TRANS**

VIN 1FMJU1JT7FE F13292

Exterior
INGOT SILVER METALLIC
Interior
EBONYXLT LEATHER BUCKET

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . GRILLE - 3-BAR, CHROME
- . POWER LIFTGATE
- . LED FOG LAMPS
- . RUNNING BOARDS
- . LUGGAGE RACK AND CROSSBARS
- . AUTOLAMP-AUTO ON/OFF HDLMP

INTERIOR

- . POWERFOLD 3RD ROW SEAT
- . CENTER CONSOLE W/STORAGE
- . 2ND ROW BENCH SEAT
- . 3RD ROW 60/40 SPLIT BENCH
- . OVERHEAD/FLOOR CONSOLE
- . POWER ADJUSTABLE PEDALS
- . TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
- . SIRIUS SAT RADIO N/A AK/HI

FUNCTIONAL

- . ENGINE 3.5L V6 ECOBOOST
- . FRONT/REAR IND SUSPENSION
- . CLASS IV TRAILER TOW PKG
- . TRAILER SWAY CONTROL
- . SYNC
- . PWR HTD MIRRORS W/SEC LAMP
- . REAR INT W/PERWASH/DEFRST
- . UNIVER GARAGE DOOR OPENER

SAFETY/SECURITY

- . ADVANCETRAC WITH RSC
- . AIRBAGS - SIDE IMPACT / SAFETY CANOPY
- . 4-WHEEL DISC BRAKES W/ABS
- . LATCH CHILD SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS
- . SECURILOCK PASS ANTI THEFT
- . SECURICODE KEYLESS KEYPAD
- . REVERSE SENSING SYSTEM
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 POWERTRAIN
- . 5YR/60,000 ROADSIDE ASSIST

Price Information

Included on this Vehicle

EQUIPMENT GROUP 201A
SINGLE ZONE AIR AUX CLM CTRL
3RD ROW POWERFOLD SEAT

3,025

Optional Equipment

2015 MODEL YEAR
INGOT SILVER METALLIC
EBONY LEATHER BUCKET SEATS
AM/FM SINGLE CD

2ND ROW LEATHER BENCH
3.5L ECOBOOST V6 ENGINE
6-SPD SELECTSHIFT AUTO TRANS
SKID PLATE PACKAGE
DAYTIME RUNNING LAMPS
ALL WEATHER/CARPET FLOOR MATS
HEAVY DUTY TRAILER TOW PKG
10-WAY POWER PASSENGER SEAT
FRONT LICENSE PLATE BRACKET

100
45
75
560
165

BASE PRICE

\$46,315

TOTAL VEHICLE & OPTIONS
DESTINATION & DELIVERY

50,285
1,195

TOTAL MSRP

\$51,480

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

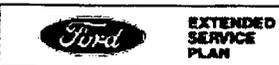


Estimated Annual Fuel Cost: \$

CITY MPG
15
HIGHWAY MPG
20

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

Bid Price
\$41,150.16

Approved
Feb 11 15
9:05 AM
[Signature]

RIVER BEND

1709 E. Shotwell • P.O. Box 1064 Bainbridge, Georgia 39818-1064
Telephone 229-246-0860



1. Vehicle Bid is on a vehicle that is located at another dealership. River Bend Ford cannot be responsible if the vehicle is sold by the other dealer before we notify the other dealer that we have been awarded the Bid.
2. If we are awarded the Bid, we will attempt to locate and provide identical or comparable vehicle in its place, if the vehicle has been SOLD.
3. The lone exception to the specs is that the quote is without undercoating.

PUBLIC NOTICE

The Gulf County Board of County Commissioners will hold a special meeting on Tuesday, May 5, 2015 at 5:10 p.m., E.T. in their meeting room in the Robert M. Moore Administration Building at the Gulf County Courthouse Complex in Port St. Joe, Florida to discuss the following:

- | | |
|------------------------------------------------------------------------------------------|------------------------------|
| A) Road Bond Paving Projects | (Chairman * 5/4 * 9:55 a.m.) |
| B) Landfill Closeout | (Butler * 5/4 * 1:47 p.m.) |
| C) Confirmation & Authority from Board
for Public Hearing Date & Time | (Novak * 5/4/ * 3:10 p.m.) |
| D) Emergency Management Vehicles | (Nelson * 5/4 * 3:11 p.m.) |

**WARD MCDANIEL
CHAIRMAN**

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.

Posting requested per direction of County Administration and County Attorney's Offices: Clerk to the Commission public postings on Gulf County Courthouse, Gulf County Administration Building entrance, Gulf County Commission website in addition to its other public distribution and actions.

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 9:00 P.M., E.T.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUN -3 PM 3:52

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney & Joe Paul, SHIP Coordinator
CC: County Administrator, Don Butler
Date: 06/2/15
Re: Gulf County SHIP Participant Forgiveness Policy for Decedent/SHIP Participant's Estate

Following the review and analysis of the current Gulf County SHIP LHAP, Gulf County Policies, controlling Florida Statute and Administrative Code as well as consultation and review with Florida Housing Coalition representative in conjunction with a review and consideration of this Board of Commissioner's recent public discussion and recommendations and direction provided at its regular meeting on May 26, 2015 as well as administrative recommendations, the following policy is being submitted for this Board's review, consideration and discussion. Following this Board's review and discussion of this Gulf County SHIP Participant Forgiveness Policy and thereafter any public discussion or comment in accordance with county ordinance no. 2013-07, it is the recommendation that this Board consider the following policy for approval and adoption.

PURPOSE:

To set forth authority, policy, definition and procedures for the consideration and granting of forgiveness of deceased SHIP participant's loan obligations to Gulf County. The purpose of the policy for the Board of County Commissioners of Gulf County is to enable a deceased SHIP participant's heirs to apply and request the County forgive the indebtedness of their SHIP qualified decedent if they satisfy and accept the terms of the forgiveness.

UPDATES:

Future updates to this policy will be the responsibility of the Board of County Commission with instruction to the County Administrator for recommendations and thereafter upon final adoption of any amendments by the Board of County Commissioners.

AUTHORITY:

Florida Statutes, Section 125.01.

CONSENT **124**
DATE 6/9/15 LL

GULF COUNTY SHIP PARTICIPANT/DECEDENT DEBT FORGIVENESS POLICY:

1. The general policy of the Board of County Commissioners of Gulf County is to not grant forgiveness of SHIP loan obligations as the program already has established that recipients shall receive by default a 10% reduction per annum in their total debt obligations wherein ten (10) years following receipt of the SHIP funds the debt obligation is satisfied. The Board of County Commissioners have reviewed the exception to this general policy of when a SHIP recipient predeceases the full term of the debt obligation.

2. The Board of County Commissioners hereby creates a policy whereupon the passing of a SHIP participant in residence at the SHIP qualified property during the term of their indebtedness to the County for the SHIP funds, the documented heir(s) to the decedent's estate may submit a written request and application for the County's consideration for the forgiveness of the outstanding loan.

Requests for forgiveness must be in writing from the direct heir(s) and submitted to:

Gulf County SHIP Administrator
1000 Cecil G. Costin Sr. Blvd Rm 303
Post St Joe, Florida 32456
Telephone: (850) 229-6125
Fax: (850) 229-7180

Requests for forgiveness must be reviewed and approved by the Gulf County SHIP Administrator with prior authority to forgive the debt provided by this Board of County Commissioners policy.

Prior to receiving a release/satisfaction of the outstanding debt the following documents and information must be provided to the SHIP Administrator with the written request for the forgiveness:

- Copy of the recorded death certificate
- Copy of decedent's will demonstrating property left to the named requestor(s)
- If no will at time of passing, the heir to the estate must submit satisfactory documentation of their inheritance of the property
- Proof that all taxes and assessments for property are current
- Proof of insurance for the property
- Sworn affidavit of requestor(s) and acceptance of terms from Gulf County that should the debt be forgiven the heir to the estate shall agree to occupy the residence for the duration of the SHIP eligible loan period and agree also that no rental of the property to a third party shall be exercised.
- The requestor(s) also shall accept the terms and agreement from Gulf County that should they violate the terms of the forgiveness that they shall be immediately responsible for the entire sum due at the date of the SHIP participant's passing. The requestor(s) shall execute a promissory note and agreement stating these terms and shall be held solely liable for satisfying those terms and debt should the terms be violated for the duration of the SHIP eligible period.

Other Countywide Policies:

This policy should be utilized in conjunction with all other countywide policies and regulations that address Gulf County SHIP local policies.

Effective Date

This policy shall have an effective date of June 9, 2015.

Codification

It is the intention of the Board of County Commissioners that the provisions of this resolution and policy adoption be made a part of all SHIP local policy utilized by Gulf County; and that sections of this policy and resolution may be renumbered or re-lettered or such other appropriate word or phrase in order to accomplish such intention.

The foregoing policy was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and, being put to vote:

DULY PASSED AND ADOPTED THIS _____ day of June, 2015

ATTEST: Rebecca Norris
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY

BY: _____
DEPUTY CLERK

BY: _____
Chairman Ward McDaniel

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

BY: _____
Jeremy T.M. Novak, County Attorney

BY: _____
Joe Paul, SHIP Director



To the Gulf County Commissioner Meeting attendees

I would like to apply for your approval to temporarily close U.S. Highway 98 for an athletic event.

Name of event: Beach Blast Sprint and Olympic Distance Triathlon and Duathlon
Sprint Distance 0.35mile swim, 15mile bike, 6.1 mile run
Olympic Distance 0.7mile swim, 25mile bike, 6.2mile run

Date: September 12, 2015

Contact: Olga Cemore, Race Director, ph: 850-914-2348 or cell 850-867-0117

Approximate schedule: First start - Olympic distance 8:00am,
Second start - Sprint Distance 8:30am.
Last finisher of Olympic distance in at 11:45am,
Last finisher of Sprint distance 11:30am. All ET.

FILED FOR RECORD
REBECCA L. MORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUN - 1 PM 3: 15

Details:

1. For safety of everyone involved, race participants, volunteers and spectators, we need uniformed men to assist when athletes cross U.S. Highway 98 after the swim part of the race. There will be a carpet laid on the road to keep everyone on the same path. Carpet will be removed after the event.

2. Bicycles leaving Beacon Hill Park entering U.S. Highway 98 will face potential hazard of entering the open traffic. Due to a significant decline of the road when leaving the Park, we need to be able to permit cyclists safely make a turn (East U.S. Highway 98). Traffic is not to be stopped unless an officer is letting race participants make the turn on U.S. Highway 98, no more than 10 minutes at the time.

Traffic control at major intersections will be provided by Gulf County Sheriff Department. This event has been bringing hundreds of athletes to the area for 10 years. It is a great community event, locals love to volunteer and small business enjoy athletes and their families coming to their establishments.

Olga Cemore
June 1, 2015

Ph 850.867.0117

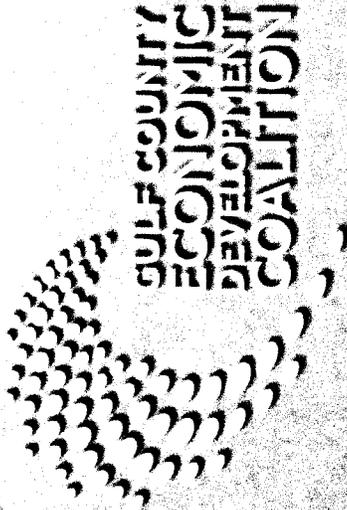
Olga Cemore
P.O. Box 864
Panama City, FL 32402
BeachBlastTriathlon.com

Fax 850.914.2398

CONSENT **127**
DATE 6/9/15 *AS*

Our Mission:

We utilize a team approach
to focus on diverse economy,
well-suited industries,
stable career possibilities
and quality of life.



GULF COUNTY
ECONOMIC
DEVELOPMENT
COALITION

Gulf County
Florida

Gulf County Economic Development Coalition
1000 Cecil G. Costin St. Blvd. Room 312
Port St. Joe, FL 32456
850.229.6144
www.gulfcountyedc.com
info@gulfcountyedc.com

*A place of business,
a place that cares.*



CONSENT
STATE 2015

Community Assets

Apalachicola

The Apalachicola River is a major waterway in the state of Florida. It is a 3,000-mile inland waterway along the Atlantic and Gulf coasts of the U.S. It is one of the longest rivers in the world and is a major source of water for the state.

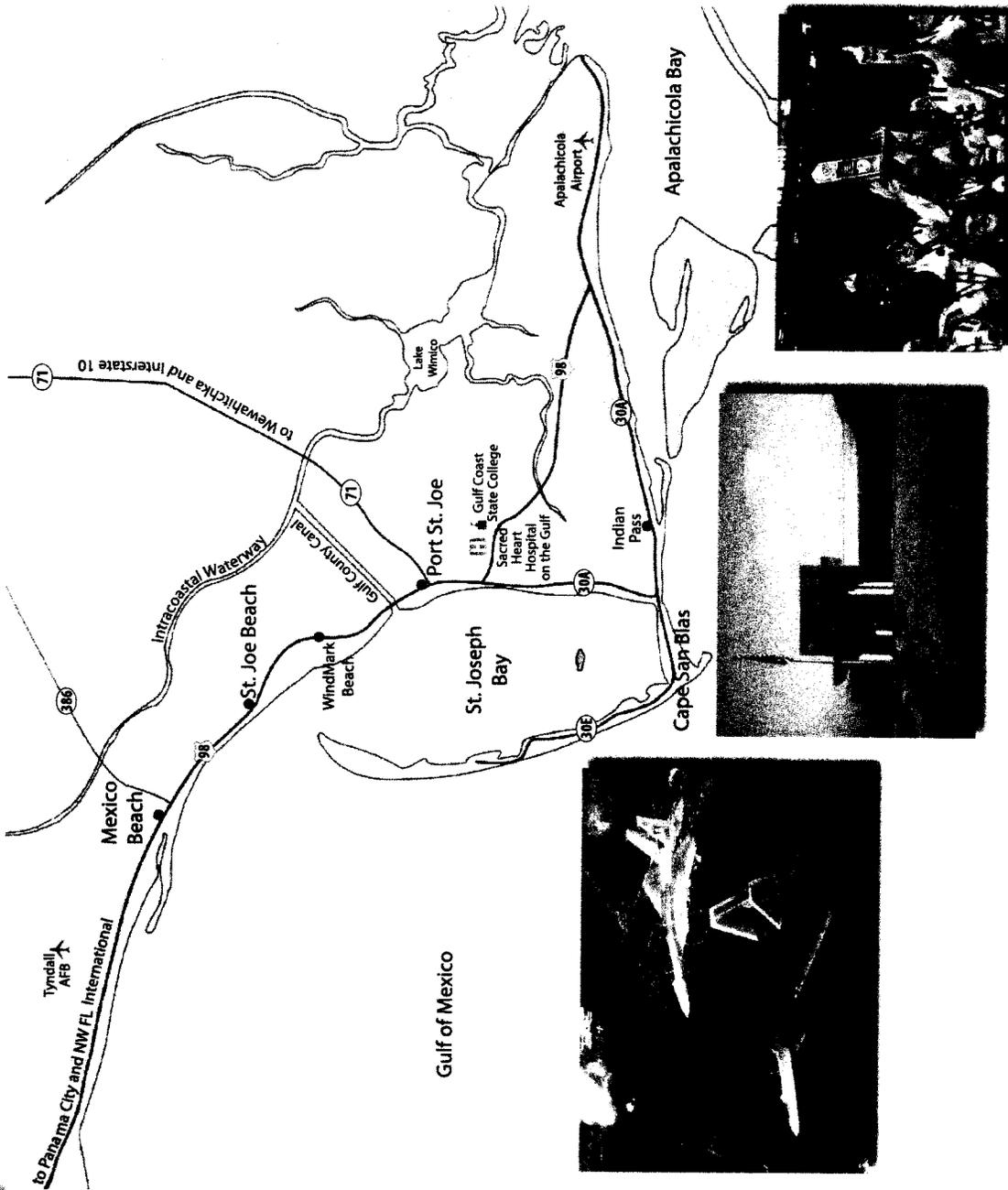
The Apalachicola River is undergoing significant upgrades to handle a variety of shipping formats. The river is capable of barge traffic that connects the Gulf of Mexico with the Gulf Intracoastal Waterway.

The Apalachicola River is a 3,000-mile inland waterway along the Atlantic and Gulf coasts of the U.S. It is one of the longest rivers in the world and is a major source of water for the state. It is a major source of water for the state.

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Gulf County's outdoor recreation includes deep-sea and bay fishing, freshwater fishing, golf, hunting, boating, tennis, and miles of sandy white beaches to enjoy. Newly constructed Sacred Heart Hospital on the Gulf provides state-of-the-art emergency services, surgical care, and outpatient treatments. Gulf County District Schools boast graduation rates that are among Florida's highest and offer an array of title holding extracurricular activities and clubs. Gulf Coast State College has a branch in Port St. Joe offering vocational programs, college transfer courses and continuing education. Nearby the Florida State University-Panama City campus provides undergrad and graduate degrees.

Gulf County is located 22 miles east of Panama City, Florida and just two hours from the state capital of Tallahassee. Based on the assets in our community Gulf County is positioned to respond to today's demands and help businesses and industries secure strong market positions for future growth.

MEMORANDUM

DATE: June 3, 2015

TO: Gulf County Board of County Commissioners

FROM: Joe Danford
Public Works

SUBJ: Board Actions/Consent Agenda

Request Board approve the following:

- 1. The proceeds for the sale of the metal at Five Points go into the Public Works Budget to be used for purchasing equipment.
- 2. Purchase a wheeled excavator with the excess funds from the sale of the landfill compactor and possibly Public Works equipment funds, choosing the best option of the following methods.
 - A. Purchase on Florida State Contract or Sheriff's Contract and sell the two old wheeled excavators outright.
 - B. Take bids on a wheeled excavator using both old wheeled excavators as trade-ins.

Thank you

FILED FOR RECORD
 REBECCA L. MORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 15 JUN -3 PM 12:17

CONSENT 130
 6/9/15 CC

Run for More Lives
5K, 10K, 15K and kids' 2K
to benefit Breast Cancer Research Foundation
October 3th, 2015
Beacon Hill Park, St. Joe Beach

To the Gulf County Commissioner Meeting attendees

I would like to apply for your approval to organize a family 5K, 10K, and 15K run

Name of event: Run for More Lives

Location: Beacon Hill Park, St. Joe Beach

Date: October 3, 2015

Contact: Olga Cemore, Race Director, ph: 850-914-2348 or cell 850-867-0117

Approximate schedule: Race packet pick up 8:30 am, run start 10:00 am, run ends 11:30 am, awards ceremony starts 11:30 and ends at 12:00pm.

Details:

1. All social gatherings will take place at Beacon Hill Park, run will take place inside the park, immediate neighborhood, shoulder of HWY 98, and Gulf Air neighborhood.
2. No road closure of HWY 98 or any other road will be needed, road shoulder will be used.
3. Traffic cones, appropriate signage and volunteers will be used to inform other traffic participants of the event.

The primary goal is to create a new event that will bring athletes to Gulf County and introduce the welcoming recreational environment. As less people travel to far away places, many are not aware of the great vacation destination that awaits only a short driving distance and offers many family activities.

Proceeds from this event will be donated to benefit breast cancer research.

Olga Cemore
May 26, 2015

Ph 850.867.0117

Olga Cemore
Panama City Health Club
1598 N. Balboa Ave, FL 32405
www.PanamaCityHealthClub.com

Fax 850.914.2398

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
15 JUN - 1 PM 3:15



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

15 JUN -3 AM 11:33

MEMORANDUM

TO: Board of County Commissioners

FROM: Jennifer Jenkins, Executive Director

DATE: June 2, 2015

TOPIC: Sponsorships & Special Funding

On behalf of the Gulf County TDC, I am recommending that the Board approve the attached Gulf County TDC Sponsorship & Special Funding awards for Fiscal Year 2015-16, in the total amount of \$75,000.00.

Also, we would like to request that the GCBOCC approve \$1,500.00 for the July 4th Street Dance Event for Fiscal Year 2014-15.

**TDC SPONSORSHIPS & SPECIAL FUNDING
2015-2016**

27452-83000	Other Grants & Aids	
	Sponsorships through Grant Cycle:	
	Bay Day 10/03/15	\$ 750.00
	Scallop Festival 10/2-3/15	\$ 15,000.00
	Scallop Festival (with contingencies)	\$ 15,000.00
	Autumn Action Golf Tournament 10/3-4/15	\$ 500.00
	Blast on the Bay Songwriters' 10/15-19/15	\$ 10,000.00
	Bay Day 02/06/16	\$ 750.00
	Shells & Tales 2/19-27/16	\$ 3,000.00
	Florida Statehood Day 03/05/16	\$ 2,000.00
	JSL Breeze by the Bay (Spring)	\$ 1,000.00
	First Fridays Art & Music 5/6/16-9/2/16	\$ 3,000.00
	Plein Air Paint-Out 05/6-15/16	\$ 10,000.00
	July 4th Street Dance 07/04/16	\$ 1,500.00
	GCSO Bass Tournament 09/24-26/16	\$ 4,000.00
	Total Obligated	\$ 66,500.00
	Sponsorships outside of Grant Cycle:	\$ 8,500.00
	Total Obligated	\$ 75,000.00

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
 PHONE (850)229-6106/639-6700 • FAX (850) 229-9252
 WEBSITE: www.gulfcounty-fl.gov • EMAIL: bocc@gulfcounty-fl.gov
 DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 9:00 A.M., E.T.

9 June, 2015

Re: SHIP Award-Rehabilitation Assistance

Dear Mrs. Alva Lee Parker:
 440 Parker Farm Road
 Wewahitchka, Florida, 32456

This letter is to certify that the Gulf County B.O.C.C. SHIP office has reviewed and verified your household annual income. According to the information provided, you meet the income eligibility requirements for the SHIP program as established by the Florida Housing Finance Corporation and the Gulf County SHIP program.

According to our guidelines, you are eligible within the very low income category, which provides funding for Rehabilitation Assistance for your home. The Maximum amount of this award is \$40,000.00.

If Gulf County learns of a change to your income before you are assisted, your annual income will be re-calculated to determine if you are still income eligible for assistance.

You will be required to execute a second (or third) mortgage and note that has a deferred payment plan due upon sale or transfer of the property (or whatever terms may be). This award letter is valid for a period of 90 days from the date of this letter.

Respectfully yours,

Ward McDaniel
 Chairman, Gulf County Board of County Commissioners

cc: Joe Paul, SHIP Administrator

CARMEN L. McLEMORE
 District 1

WARD McDANIEL
 District 2

JOANNA BRYAN
 District 3

SANDY QUINN
 District 4

WARREN YEAGER
 District 5

CONSENT
 DATE 6/15/15