



# 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 • EMAIL: boccc@gulfcountry-fl.gov

WEBSITE: www.gulfcountry-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

October 3, 2012

Executive Office of the Governor  
Office of Policy and Budget  
The Capitol, Room 1801  
Tallahassee, FL 32399-0001  
Att.: Ms. Terry Madsen

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 OCT -1, PM 3:44

RE: Application for Disaster Assistance Local Match Waiver  
Tropical Storm Debby (FEMA-4068-DR-FL)

Dear Ms. Madsen:

The Gulf County Board of Commissioners is submitting an Application for Disaster Assistance Local Match Waiver for the 12.5% local match requirements for FEMA-4068-DR-FL (Tropical Storm Debby). In accordance with your documentation requirements, the following is provided for your review.

1. **Damage Survey Reports** - Attached is a listing of the Preliminary Damage Assessment (Exhibit C) submitted to FEMA by Gulf County for Tropical Storm Debby (PW's have not been approved or finalized):
  - 6 Projects - \$6,501,000.00

2. **Assessment of available revenue** - The unstable economy causes Gulf County's financial uncertainty to grow. Gulf County is experiencing the trickle effect from the United States severe financial crisis. Fund balances and cash are being hit hard.

Gulf County adopted a countywide millage rate of 5.7419 for the 2011-2012 fiscal years and has tentatively set the 2012 - 2013 millages at the same rate. 2012-2013 property values certified by the property appraiser on Form DR-420 have dropped approximately 7.40%; the result of the drop in property values is a reduction in anticipated ad valorem taxes of \$620,826.00 in the 2012-2013 tentative budgets. In addition, the county assesses a millage rate from .4000 to .5000 for each of its dependant fire districts: St. Joe Fire District .4000 mills, Tupelo Fire District .5000 mills, Overstreet Fire District .5000 mills, and Howard Creek Fire District .5000 mills. The Gulf County aggregate millage rate for most property owners was 6.0575 for 2011-2012. Cape San Blas residents, on the Gulf of Mexico side, were also assessed a voted debt service millage rate in 2011-2012 as follows: 10.0000 Gulf Front, 4.8449 Gulf Interior. The maximum combined millage rates assessed for 2011-2012 on behalf of Gulf County was 16.1419 for property owners in the Cape san Blas Gulf side MSTU area; this excludes school or water management assessments. Ad Valorem Taxes represent 79.3% of all the tax revenue in the general operating fund of Gulf County.

In addition, residents of the City of Port St. Joe and Wewahitchka pay 3.5914 and 6.0000 millage rates in 2011-2012, respectively.

Gulf County property values peaked in 2006-2007 and have continued to drop annually. The 2012 property values, certified by the property appraiser 6/27/12 on DR420, are a 53.42% reduction from the 2006-2007 peak year. The proposed countywide millage rate for 2012-2013 budget is 5.7419; an increase of 1.1048 mills from the 2006-2007 rate. The countywide millage does not include millage rate levies for fire protection and debt service.

A huge portion of the land in Gulf County is timber land which brings little tax revenue. A significant number of homes are valued less than the homestead exemption amount and thus bring no tax revenue. The Board of County Commissioners will receive (\$620,826) less in ad valorem taxes due to a decline in county-wide property values.

- 3. **County assistance with local match** – The County complies with the maximum millage levy requirements. The 2012-2013 rolled-back rates used for maximum millage levy calculation is 9.8986; the county is within its legal right to assess the millage at 10.0000 but does not believe this is prudent as unemployment and foreclosures remain at an elevated level. The Board of County Commissioners is sensitive to the needs of its residents.

At the end of 2010-2011 the county had an unassigned fund balance in the general fund of 6.1 million dollars. The county budgeted to spend 2.37 million of this reserve in the 2011-2012 budget year and 3.2 million in 2012-2013 in lieu of raising taxes and imposing additional discretionary taxes.

- 4. **County’s inability to cover wavier amount** – The County imposes all fuel taxes except the 1-5 cents local option fuel tax. Most of the fuel taxes have been obligated to pay the 2006 gas tax revenue refunding bonds through 2031 (local option gas tax, county gas tax, and constitutional gas tax - \$1,365,793). A bond insurance policy was purchased by the county in lieu of creating a reserve for the series 2006 gas tax revenue refunding bonds. The insurer rating was downgraded forcing the county to fund a debt service reserve. The reserve is being funded with excess gas tax revenues collected over the required annual debt service payment. It is estimated the reserve will be fully funded by the end of 2012-2013.

Gulf County has an estimated population of just over 12,605 excluding the inmate population. Approximately 21.1% of Gulf County residents are below poverty level. There is currently an unemployment rate of 8.3%, just below the state unemployment rate of 8.4%.

Gulf County tries to help its citizens by funding to other organizations such as: senior citizens, transportation disadvantaged, economic development council, and health department. If this waiver is not granted some of these services will have to be cut or eliminated.

- 5. **Fund balance and reserve funds** – The unassigned fund balance of the Boards general fund (the general operating fund of the County) decreased over the past year.

- 6. **Prior disaster awards** – **T. S. Fay, FEMA-1785-DR-FL:**  
 FEMA PW’s were for Category B & C damages  
 FEMA Estimates - \$62,911.23  
 No Waiver Requested

- T. S. Gustav, FEMA-1806-DR-FL**  
 FEMA PW’s were for Category B & G damages  
 FEMA Estimates - \$15,454,324.00  
 Waiver Approved

7. **Annual Financial Statements and Budget Summary** – See exhibits D, and E.
8. **State Emergency Management Mutual Aid Agreement** – Gulf County is a signee of the State of Florida Mutual Aid Agreement.
9. **Local Mitigation Strategy** – Gulf County’s Local Mitigation Strategy has been completed and approved. The county is in compliance and meets all Federal guidelines.

**10. Other Information**

- Gulf County is a small rural county with a population of approximately 15,000. We have a corresponding small tax base with the bulk of our revenues coming from state revenue sharing, sales and motor fuel tax and state and federal grants.
  - Gulf County is a **“Fiscally Constrained County”** as defined in Florida Statute 218.67. Gulf County meets the criteria in the F. S. definition. The term **“Fiscally Constrained County”** is defined as a county within a rural area of critical economic concern or each county for which the value of one mill will raise no more than \$5 million annually.
  - Gulf County has been designated a **“Rural Area of Critical Economic Concern”** by the Florida Legislature, as provided in Section 218.077, Florida Statutes.
  - The match on FEMA-4068-DR-FL (T. S. Debby) will exceed \$812,625.00 which would place a severe financial hardship on Gulf County. We request that special consideration be given to us based our small size, limited ability to raise revenues and the risk that requiring us to meet such a match may result in the county facing a state of financial emergency.
11. **Other Disasters** – In addition to expenses incurred on the federally declared disasters, Gulf County has also experienced significant expense on non-declared disasters. The county incurred significant expense during T. S. Ike, T. S. Hanna, 2007 Wildfires, T. S. Claudette, T. S. Ida, 2009 Floods (April & December), Swine Flu Pandemic, Deepwater Horizon Oil Spill, 2011 Wimico Wildfire and Hurricane Isaac (as of this date) that was 100% by local county funds.
12. **Population Size:** Gulf County has an estimated population of just over 12,605 excluding the inmate population. Approximately 21.1% of Gulf County residents are below poverty level. There is currently an unemployment rate of 8.3%, just below the state unemployment rate of 8.4%.

As always, if you have any questions or need additional information please call me at (850) 229-6111. Thank you for your consideration in this matter.

Sincerely,



William C. Williams, III, Chairman

Cc: Becky Norris, Clerk of Court  
Marshall Nelson, Emergency Management Director

10-23-12 OK

**EXHIBIT C**

Gulf County, Florida  
 FEMA-4068-DR-FL  
 Projects Submitted for Approval

<b>Category</b>	<b>FEMA PW #</b>	<b>Damage Description</b>	<b>FEMA PW Amount</b>
A	PDA	Debris	\$22,000.00
B	PDA	Emergency Protective Measures	\$13,000.00
B	PDA	St. Joseph Peninsula Beach; Emergency Berms	\$170,500.00
C	PDA	Road System	\$134,500.00
E	PDA	Buildings and Equipment	\$1,000.00
G	PDA	Beach Erosion to St. Joseph Peninsula, a County Maintained Beach	\$6,160,000.00

PDA – Preliminary Damage Assessment

**Total - \$6,501,000.00**

# 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 • EMAIL: boccc@gulfcounty-fl.gov  
WEBSITE: www.gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

October 3, 2009

Executive Office of the Governor  
Office of Policy and Budget  
The Capitol, Room 1802  
Tallahassee, FL 32399-0001  
Att.: Ms. Madsen, Transportation and Economic Development Unit

RE: Application for Disaster Assistance Local Match Waiver  
Tropical Storm Debby (FEMA-4068-DR-FL)

Dear Ms. Madsen:

Enclosed is the Gulf County Board of Commissioners Application for Disaster Assistance Local Match Waiver for the 12.5% local match requirements for FEMA-4068-DR-FL (Tropical Storm Debby) and supporting documentation for your review and approval.

As always, if you have any questions or need additional information please call me at (850) 229-6111. Thank you for your consideration in this matter.

Sincerely,



William C. Williams, III, Chairman

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

2012 OCT -4 PM 3:44

10-23-12 JC

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GULF COUNTY, FL  
APPLICATION FOR DISASTER ASSISTANCE  
LOCAL MATCH WAIVER  
INDEX OF EXHIBITS

<u>EXHIBIT</u>	<u>DISCRIPTION</u>
A.	APPLICATION FOR DISASTER ASSISTANCE LOCAL MATCH WAIVER
B.	SUPPORTING LETTER
C.	INDEX OF PROJECTS
D.	2011-2012 BUDGET
E.	2011 ANNUAL FINANCIAL STATEMENT

**APPLICATION FOR DISASTER ASSISTANCE LOCAL MATCH REDUCTION OR WAIVER  
AND PAYMENT DEFERRAL FOR PUBLIC ASSISTANCE**

Entity Name: GULF COUNTY BOARD OF COUNTY COMMISSIONERS

Contact Person: MARSHALL NELSON

Phone Number: (850) 229-9110

Address: 1000 CECIL G. COSTIN, SR. BLVD., PORT ST. JOE, FL 32456

FEMA Declaration Number: FEMA-4068-DR-FL

Payment Deferral Period Requested: From: N/A To: N/A

If Waiver Request:

(A) Local Match Amount Required: 12.5%

(B) Local Match Possible (this fiscal year and/or next): 0%

(C) = (A) - (B) Waiver Amount Requested: 12.5%

Reason(s) for waiver/payment deferral request: SEE ATTACHED LETTER

	Amount will deplete General Revenue fund balance or available reserve funds to _____% of the prior year's general revenue collections (fill in calculation)
X	Amount exceeds current available tax/revenue raising capacity available for next fiscal year (ad valorem, sales tax, utility tax, etc.)
X	Amount cannot be budgeted for either this fiscal year or next fiscal year
X	Other

**Please attach documentation including:**

1. What is the extent of damages? Provide copies of the Preliminary Damage Assessments or Project Worksheets and all available financial estimates of FEMA eligible damages.
2. An assessment of all available tax/revenue capacity: are you at 10 mills, are all utility taxes being levied, etc.
3. Explain what the entity proposes to do to assist with the local match requirement as reflected in (B) above. Specifically, what shares of the amount can the entity contribute toward the match either this fiscal year and/or next fiscal year? Is the entity willing to have its match deducted from future state shared revenues? Or, if a deferral is requested, why does the entity need the requested period of time?
4. Explain why the entity cannot cover the waiver amount requested in (C) above or requires a deferral period? Can capital projects be deferred or other budget adjustments be made to cover this local match, is revenue capacity or fund balances available?
5. List all fund balance and reserve funds of the entity. Have any draws from these funds been made this fiscal year, for what purpose, and is there an estimated balance for each for fiscal year end?
6. Have you had prior disaster awards (public assistance and/or hazard mitigation) in the past two years? If so, when and what was your local match or was a waiver granted?
7. Provide copies of your latest Comprehensive Annual Financial Report, management letter, current fiscal year adopted budget - all funds, revenues and expenditures (as amended if applicable), and any other financial information that would document the hardship.
8. Is your local government a signee of the State Emergency Management Mutual Aid Agreement?
9. Status of Local Mitigation Strategies (LMS) in conjunction with the Department of Community Affairs' Division of Emergency Management and FEMA.
10. Provide any other information you believe would assist in supporting your request (e.g. status under section 218.503, Florida Statutes)

11. Have you had any significant revenue losses from any other disasters this year? If yes, please list.

12. Provide the following information: population size, poverty rate, unemployment rate.

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I hereby certify as the highest elected official of GULF COUNTY that the information contained herein is accurate and correct to the best of my knowledge and the waiver amount requested above is necessary to maintain services and infrastructure essential to support health, safety, and welfare of this community. I further certify that all damage estimates and this waiver amount is for covered losses directly related to the impact of the stated disaster.

Signature

Title

CHAIRMAN, BOCC

WILLIAM C. WILLIAMS, III

OCTOBER 3, 2012

Name of Highest Ranking/Elected Official

Date

If you have any questions regarding this application, please contact Transportation & Economic Development Unit, Office of the Governor, (850) 487-1884.

**Application must be submitted to:**

Executive Office of the Governor  
Office of Policy and Budget  
The Capitol, Room 1801  
Tallahassee, Florida 32399-0001  
Attn: Transportation & Economic Development Unit

NOTE: The authority for such application is found in section 252.37(5) (b), Florida Statutes, and reads as follows:

(b) The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under s. 216.177, of all or a portion of the required match for public assistance projects for local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the local government, and if the local government applies for the wavier within the first 18 months after the disaster is declared.

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BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

CHIEF ADMINISTRATOR'S OFFICE

Donald Butler, Chief Administrator

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

PHONE: (850) 229-6111/639-6700 • FAX: (850) 229-9252 • EMAIL: dbutler@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

October 10, 2012

Sandra Lamb  
Atkins  
1141 Jackson Avenue  
Chipley, FL 32428

FILED FOR RECORD  
FLORIDA  
GULF COUNTY  
2012 OCT 10 PM 2:43

RE: GULF COUNTY/SR 30A RIGHT OF ENTRY AGREEMENT

Dear Ms. Lamb;

Enclosed you will find both original copies of the above referenced agreement, for signature. Once fully executed, please return one original to our office for filing.

If you need anything further, please do not hesitate to contact me at any time.

Sincerely,  
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

Lynn Lanier  
Deputy Administrator

# ATKINS

## TRANSMITTAL FORM

1141 Jackson Avenue Chipley, Florida 32428  
Phone (850)638-2288 Fax (850) 638-3002

TO Donald Butler  
Chief Administrator  
Gulf County  
1000 Cecil G. Costin, Sr., Blvd.  
Room 302  
Port St. Joe, FL 32456

DATE 8.29.2012  
 FPID NO. 423064-1-52-01  
 BRDG NO. \_\_\_\_\_  
 SUBJECT SR 30A from SR 30E (Cape San Blas Rd) to  
SR 30 (US 98)  
 COUNTY Gulf

**WE ARE SENDING YOU the following items:**

- Attached
- Under separate cover via \_\_\_\_\_
- Shop Drawings
- Final Plans
- Plans
- Revision Letter
- Copy of Transmittal/Lock Letter
- CES Sheets
- Specifications
- Package Calculations

QTY	DESCRIPTION
2	Right of Entry Document

2012 OCT 10 PM 2:43  
 [Stamp: RECEIVED...]  
 [Stamp: ...]

**THESE ARE TRANSMITTED As Checked Below:**

- For approval
- For your use
- As requested
- For review
- For your signature
- Approved as submitted
- Approved as noted
- Revision Letter Package
- For First Submittal
- For Final Submittal
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- Prints returned after loan to us

**REMARKS**

Mr. Butler,

Attached you will find a Right of Entry agreement for the county roads that tie to SR 30A. During this construction project it will be necessary to work on the county's right of way to tie down the side road connections. Please review and sign this document at your earliest convenience. Return both copies to me and I will have them completed by the department. At that time I will send an original, completed document to you for your records.

If you have any questions, do not hesitate to contact me.

Sincerely,

SIGNED

DISTRIBUTION

*Sandra Lamb*

COMMISSIONERS  
 [Stamp: ...]

FIN. PROJECT I.D.: 423064-1-52-01  
COUNTY: Gulf  
DESCRIPTION: SR 30A  
(Widening/Resurfacing)  
Parcel No.: N/A

RIGHT OF ENTRY AGREEMENT

This AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"), and GULF COUNTY, BOARD OF COUNTY COMMISSIONERS ("OWNER").

1. The DEPARTMENT is preparing to undertake a project within Gulf County, Florida, identified and known to the Parties by Financial Project I.D. 423064-1-52-01, on SR30A, Mile Post 5.813 to Mile Post 12.464 ("PROJECT"); and

2. The PROJECT requires the resurfacing and widening of SR 30A from SR 30E to US 98 (SR 30). A right of entry is necessary to facilitate construction activities for the tie in of SR 30A to the existing pavement and addition of paved shoulders around the radius returns on the following side roads:

- Jasmine Lane (MP 6.454)
- Heron Bay Lane (MP 8.095)
- Country Club Road (MP 9.462)
- Colors Way (MP 9.829)
- Easy Street (MP 10.263)
- Country Club Road (MP 10.731)
- Rutherford Street (MP 11.155).

(the "WORK") as shown in Exhibit A; and

3. The WORK is for transportation purposes, which are in the public or community interest and for the public welfare; and

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

4. The recitals in paragraphs 1-3 above are true and correct and are made a part of this AGREEMENT.

5. The Parties agree that the DEPARTMENT and/or its duly authorized representative shall have the right to enter upon the OWNER'S land, the construction plan sheet which shows the limits of encroachment are attached hereto as Exhibit "A," for the purpose of performing the WORK. The DEPARTMENT shall perform the WORK, at its expense, in a reasonable manner, with due care and in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. The DEPARTMENT'S right of entry shall cease upon completion of the WORK.

RECEIVED AT THE COUNTY CLERK'S OFFICE  
 2012 OCT 10 PM 2:43  
 FIN. PROJ. 423064-1-52-01

6. This AGREEMENT embodies the entire agreement and understanding between the Parties and there are no other agreements, understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This AGREEMENT shall be governed by and constructed in accordance with the laws of the State of Florida.

8. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

(a) If to the DEPARTMENT, address to FDOT, attention to Tim Smith, 1074 Highway 90, Chipley, Florida, 32428-2162, or at such other address as the DEPARTMENT may from time to time designate by written notice to the OWNER; and

(b) If to the OWNER, address to \_\_\_\_\_, or at such other address as the OWNER may from time to time designate by written notice to the DEPARTMENT.

9. All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments

*The remainder of this page intentionally left blank.*

This AGREEMENT shall be effective when all parties have signed it. The date of this AGREEMENT is the last date below a party's signature.

GULF COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: Donald Butler  
Title: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
JAMES T. BARFIELD, P.E.  
District Secretary

Date: 10-4-12

Date: \_\_\_\_\_

ATTEST:

ATTEST:

Name: Towan Kopinsky  


Name: \_\_\_\_\_  
Executive Secretary (seal)

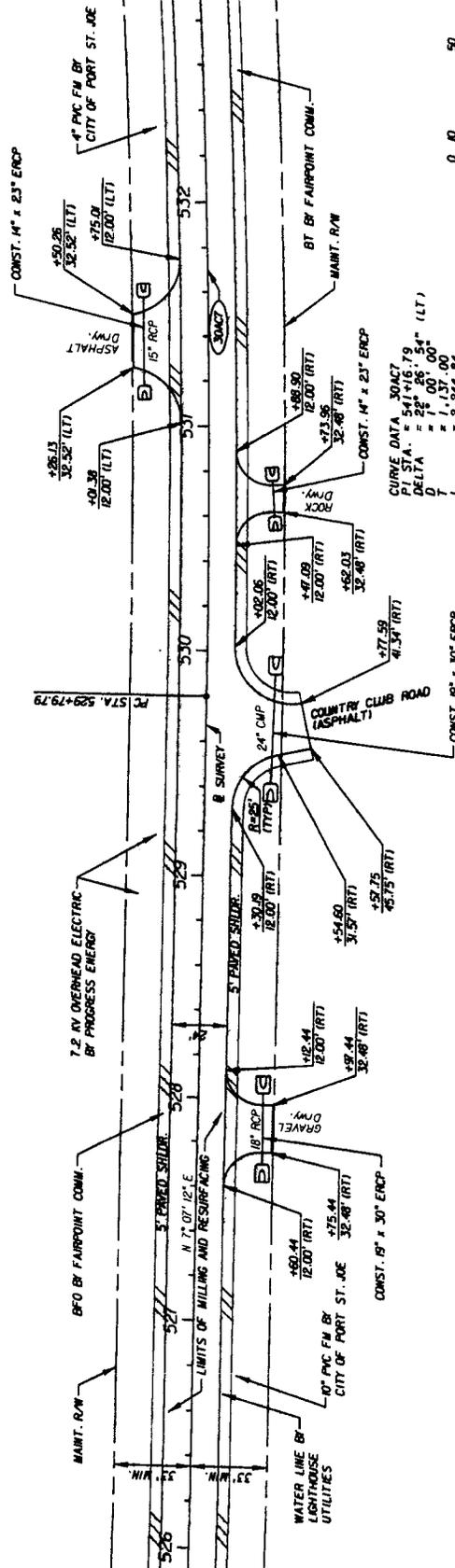
Legal Review:  
[Signature]

Legal Review:  
\_\_\_\_\_  
Office of the General Counsel





EXHIBIT A



CURVE DATA 30'ACT  
 PI STA. = 541+16.79  
 DELTA = 22° 26' 54" (LT)  
 D = 1' 00' 00"  
 L = 137.00  
 R = 57.29  
 PC STA. = 529+79.79  
 PT STA. = 552+24.63  
 e = RC (0.025)



STATION	PROPOSED PROFILE AT & SURVEY	EXISTING PROFILE AT & SURVEY	FULL SUPERELEVATION (RC 0.025)	SUPERELEVATION TRANSITION
526+00	6.04	6.04		
527+00	6.04	6.04		
528+00	6.04	6.04		
530+00	6.04	6.04		
531+00	6.04	6.04		
532+00	6.04	6.04		
533+00	6.04	6.04		

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. SR 30A  
 COUNTY GULF  
 FINANCIAL PROJECT ID 423064-1-52-01

CHRIS R. PRESNELL, P.E.  
 P.E. LICENSE NUMBER 5893  
 JACOBS ENGINEERING GROUP, INC.  
 WACIAJ BLDG. SOUTH SUITE 201  
 TALLAHASSEE, FL 32302  
 CERTIFICATE OF AUTHORIZATION 2022

DATE DESCRIPTION DATE DESCRIPTION

ROADWAY PLAN / PROFILE  
 SHEET (60)

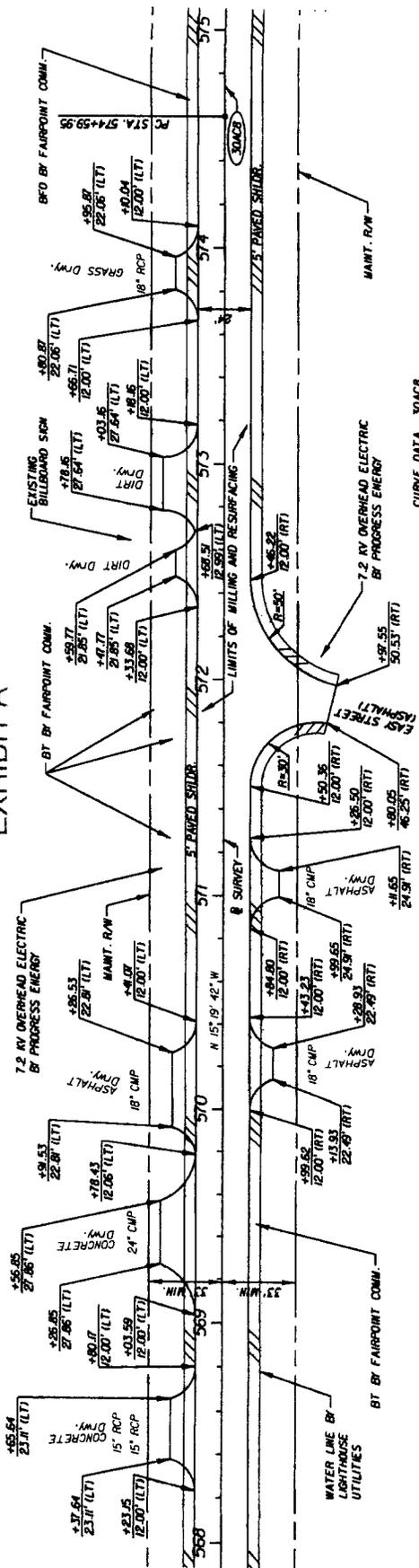
SCALE:  
 1"=50' HORIZ.  
 1"=5' VERT.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 60S-23.003, F.A.C.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61S-23.003, F.A.C.

EXHIBIT A



CURVE DATA 30ACB  
 PI STA. = 578+44.11 (RT)  
 DELTA = 51° 05' 51" (RT)  
 T = 384.16  
 L = 757.44  
 R STA. = 577.44  
 P1 STA. = 568+59.95  
 P2 STA. = 575+30.05



STATION	ELEVATION	DESCRIPTION
568+00	5.76	PROPOSED PROFILE AT SURVEY
569+00	5.65	PROPOSED PROFILE AT SURVEY
570+00	5.50	PROPOSED PROFILE AT SURVEY
571+00	5.35	PROPOSED PROFILE AT SURVEY
572+00	5.20	PROPOSED PROFILE AT SURVEY
573+00	5.05	EXISTING PROFILE AT SURVEY
574+00	4.90	EXISTING PROFILE AT SURVEY
575+00	4.75	EXISTING PROFILE AT SURVEY
576+00	4.60	EXISTING PROFILE AT SURVEY
577+00	4.45	EXISTING PROFILE AT SURVEY
578+00	4.30	EXISTING PROFILE AT SURVEY
579+00	4.15	EXISTING PROFILE AT SURVEY
580+00	4.00	EXISTING PROFILE AT SURVEY
581+00	3.85	EXISTING PROFILE AT SURVEY
582+00	3.70	EXISTING PROFILE AT SURVEY
583+00	3.55	EXISTING PROFILE AT SURVEY
584+00	3.40	EXISTING PROFILE AT SURVEY
585+00	3.25	EXISTING PROFILE AT SURVEY
586+00	3.10	EXISTING PROFILE AT SURVEY
587+00	2.95	EXISTING PROFILE AT SURVEY
588+00	2.80	EXISTING PROFILE AT SURVEY
589+00	2.65	EXISTING PROFILE AT SURVEY
590+00	2.50	EXISTING PROFILE AT SURVEY
591+00	2.35	EXISTING PROFILE AT SURVEY
592+00	2.20	EXISTING PROFILE AT SURVEY
593+00	2.05	EXISTING PROFILE AT SURVEY
594+00	1.90	EXISTING PROFILE AT SURVEY
595+00	1.75	EXISTING PROFILE AT SURVEY
596+00	1.60	EXISTING PROFILE AT SURVEY
597+00	1.45	EXISTING PROFILE AT SURVEY
598+00	1.30	EXISTING PROFILE AT SURVEY
599+00	1.15	EXISTING PROFILE AT SURVEY
600+00	1.00	EXISTING PROFILE AT SURVEY

DATE	DESCRIPTION	REVISIONS DATE	DESCRIPTION

STATES OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
SR 30A	GULF	423064-1-52-01	

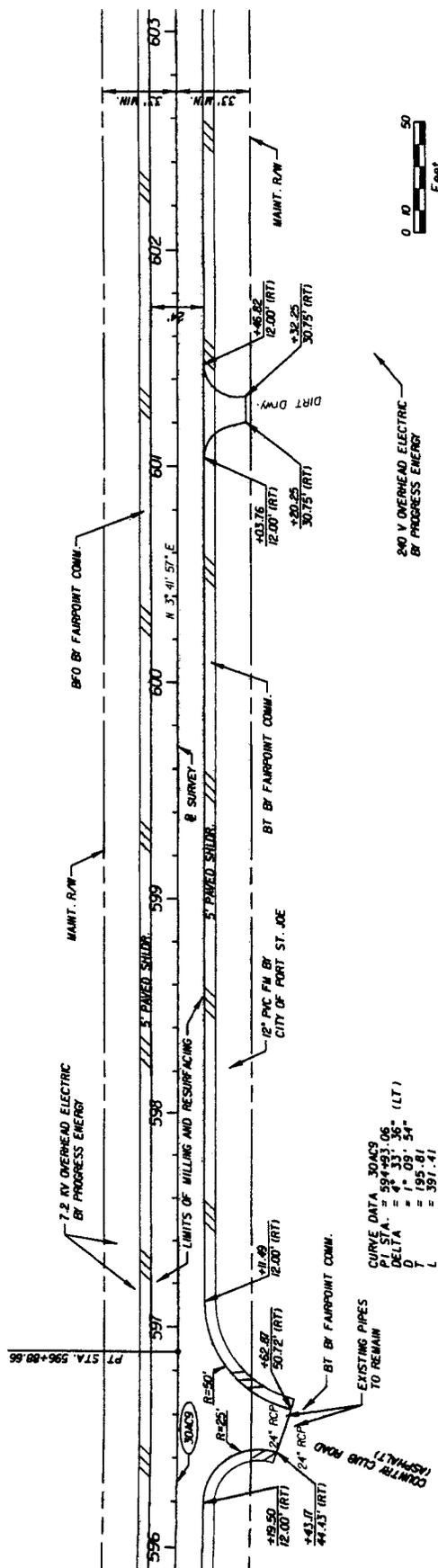
  

DESIGNER	DATE	SCALE	SHEET NO.
CHRIS R. PRESNELL, P.E.		1"=50' HORIZ. 1"=5' VERT.	70

ROADWAY PLAN / PROFILE SHEET (66)

EXHIBIT A



CURVE DATA 30+00  
 PI STA. = 594+93.06  
 DELTA = 48° 33' 36" (LT)  
 D = 170.09  
 L = 159.81  
 R = 4918.09  
 PC STA. = 592+97.25  
 PT STA. = 596+66.66  
 RC = 10.025



STATION	PROPOSED PROFILE AT & SURVEY	EXISTING PROFILE AT & SURVEY	VERTICAL CURVE DATA
596+00	5.72	5.68	FULL SUPERELEVATION RC 0.025
597+00	5.72	5.68	
598+00	5.21	5.21	SUPERELEVATION TRANSITION
599+00	5.21	5.21	
600+00	5.21	5.21	SUPERELEVATION TRANSITION
601+00	5.21	5.21	
602+00	5.21	5.21	SUPERELEVATION TRANSITION
603+00	5.21	5.21	

DATE	DESCRIPTION	REVISIONS	DESCRIPTION

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
ROAD NO.	SR 30A	COUNTY	GULF
PROJECT ID	423064-1-52-01		

CHAS. R. PRESNELL, P.E.	PI. LICENSE NUMBER 5903
JACOBS ENGINEERING GROUP, INC.	MACLAV BLDG. SOUTH, SUITE 201
TALLAHASSEE, FL 32302	CERTIFICATE OF AUTHORIZATION 2822

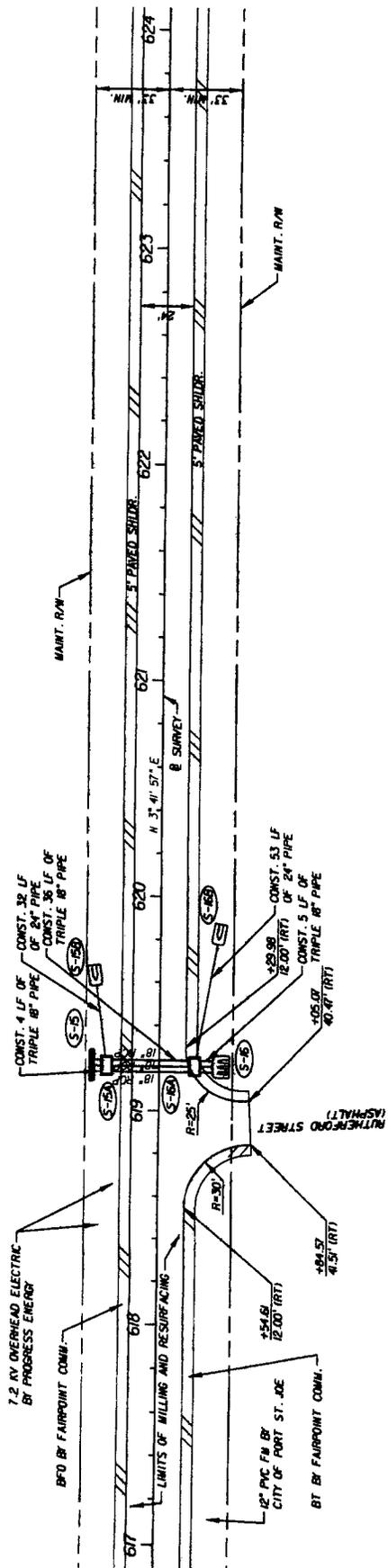
  

ROADWAY PLAN / PROFILE	SHEET NO. 74
SHEET (40)	

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 69S-23.003, F.A.C.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 69F-23.003, F.A.C.

EXHIBIT A



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	EXISTING PROFILE AT SURVEY	PROPOSED PROFILE AT SURVEY	STATIONING	SCALE: 1"=40' HORIZ. 1"=3' VERT.	SHEET NO.
10							617+00		77
5.7							618+00		
5							619+00		
0							620+00		
5							621+00		
5.7							622+00		
10							623+00		
5							624+00		

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. SR 30A COUNTY GULF  
 ROAD PROJECT ID 423064-1-52-01  
 FINANCIAL PROJECT ID

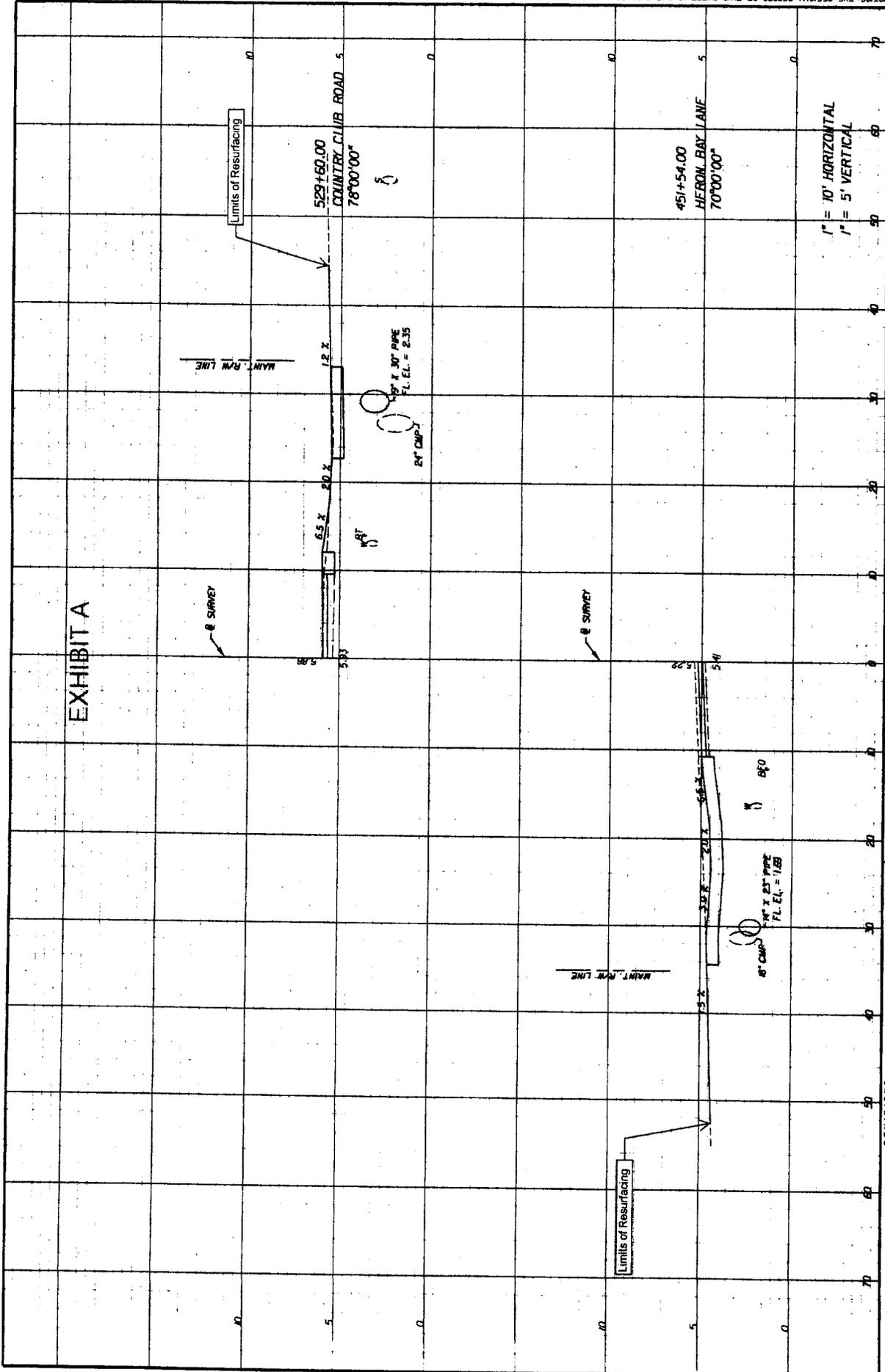
DATE: 6/28/2012 8:57:50 PM  
 USER: jharris

ROADWAY PLAN / PROFILE  
 SHEET (43)



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 69S-23.003, F.A.C.

EXHIBIT A



DATE	REVISIONS	DESCRIPTION

STATE OF FLORIDA	
DEPARTMENT OF TRANSPORTATION	
ROAD NO.	FINANCIAL PROJECT ID
SR 30A	423064-1-52-01
COUNTY	
GULF	

CHRIS R. PREWELL, P.E.	CERTIFICATE OF AUTHORIZATION 2822
12055 W. WINDYBUSH BLVD., SUITE 201	
TALLAHASSEE, FL 32310	

SIDE ROAD PROFILES	
SHEET NO.	292

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6A-23.003, F.A.C.

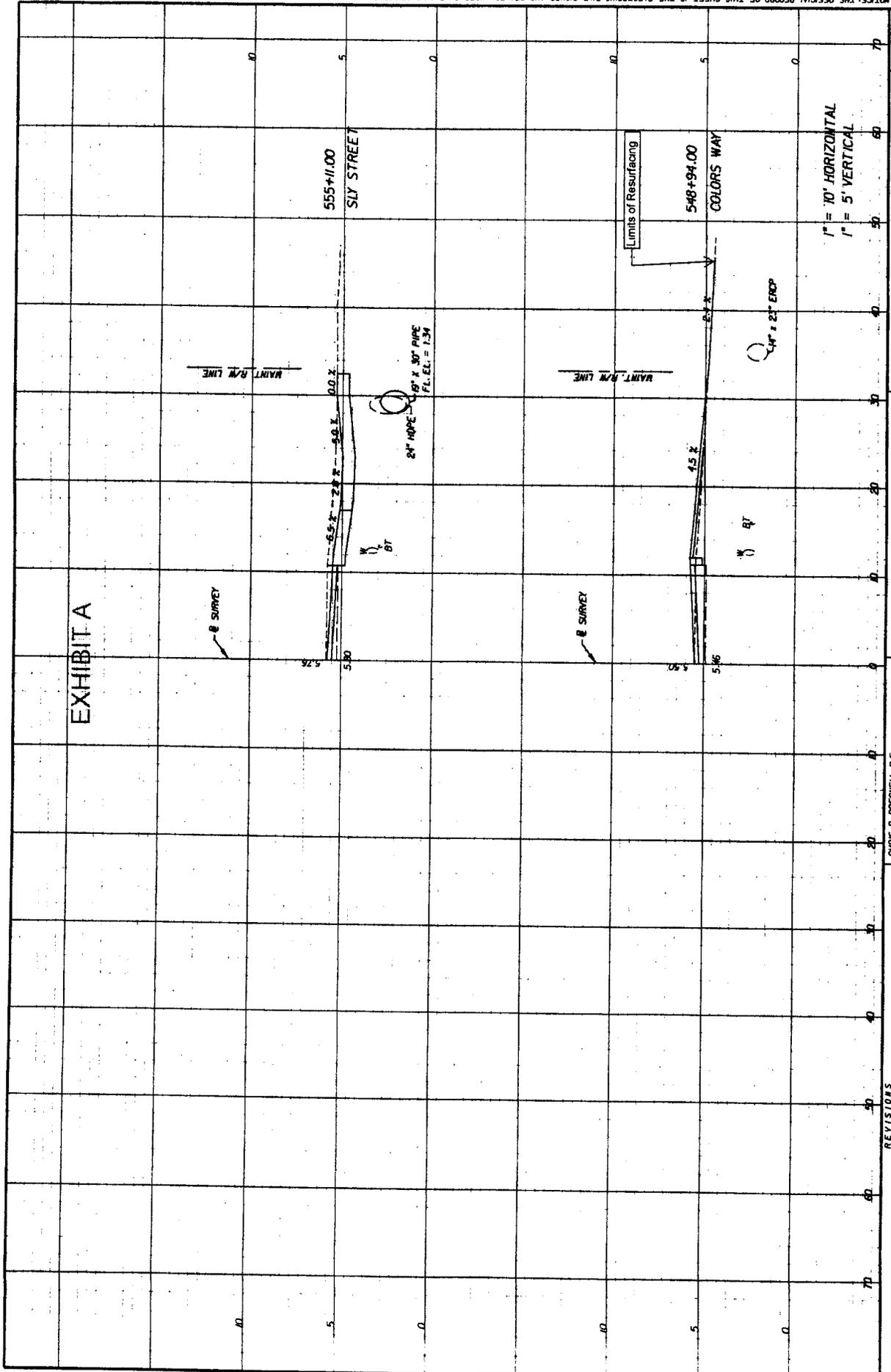
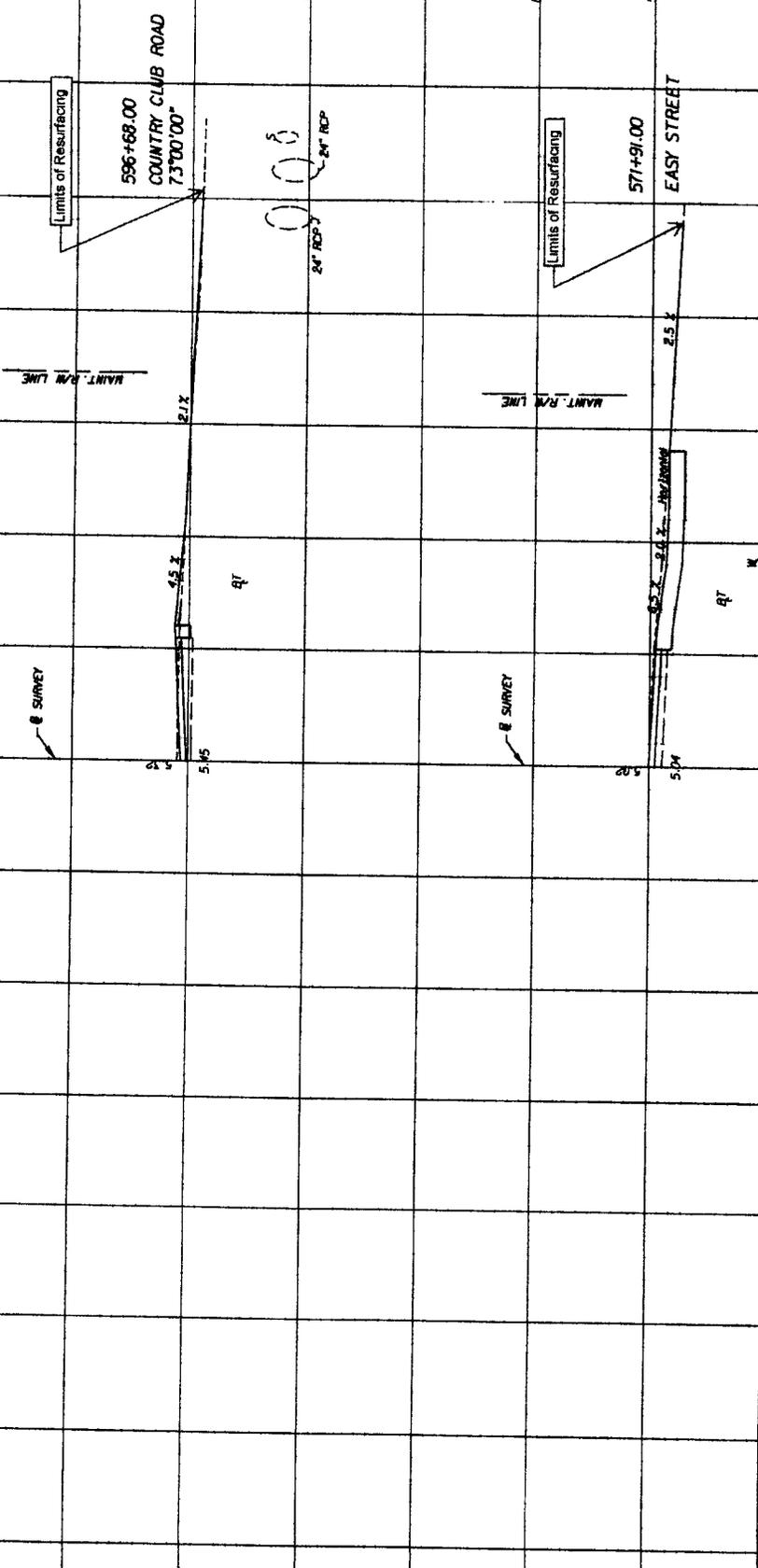


EXHIBIT A

DATE		DESCRIPTION	REVISIONS	DATE	DESCRIPTION
CHRIS R. FRESHILL, P.E. P.E. LICENSE NUMBER 5593 JACOBS ENGINEERING GROUP, INC. 1000 WALKER BLVD SOUTH SUITE 201 TAMPA, FL 33610 CERTIFICATE OF AUTHORIZATION 2822					
ROAD NO.		COUNTY	STATE OF FLORIDA		
SR 30A	GULF	DEPARTMENT OF TRANSPORTATION			
PROJECT NO.		423064-1-52-01			
SHEET NO.		293			
SIDE ROAD PROFILES					

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6815-23.003, F.A.C.

EXHIBIT A



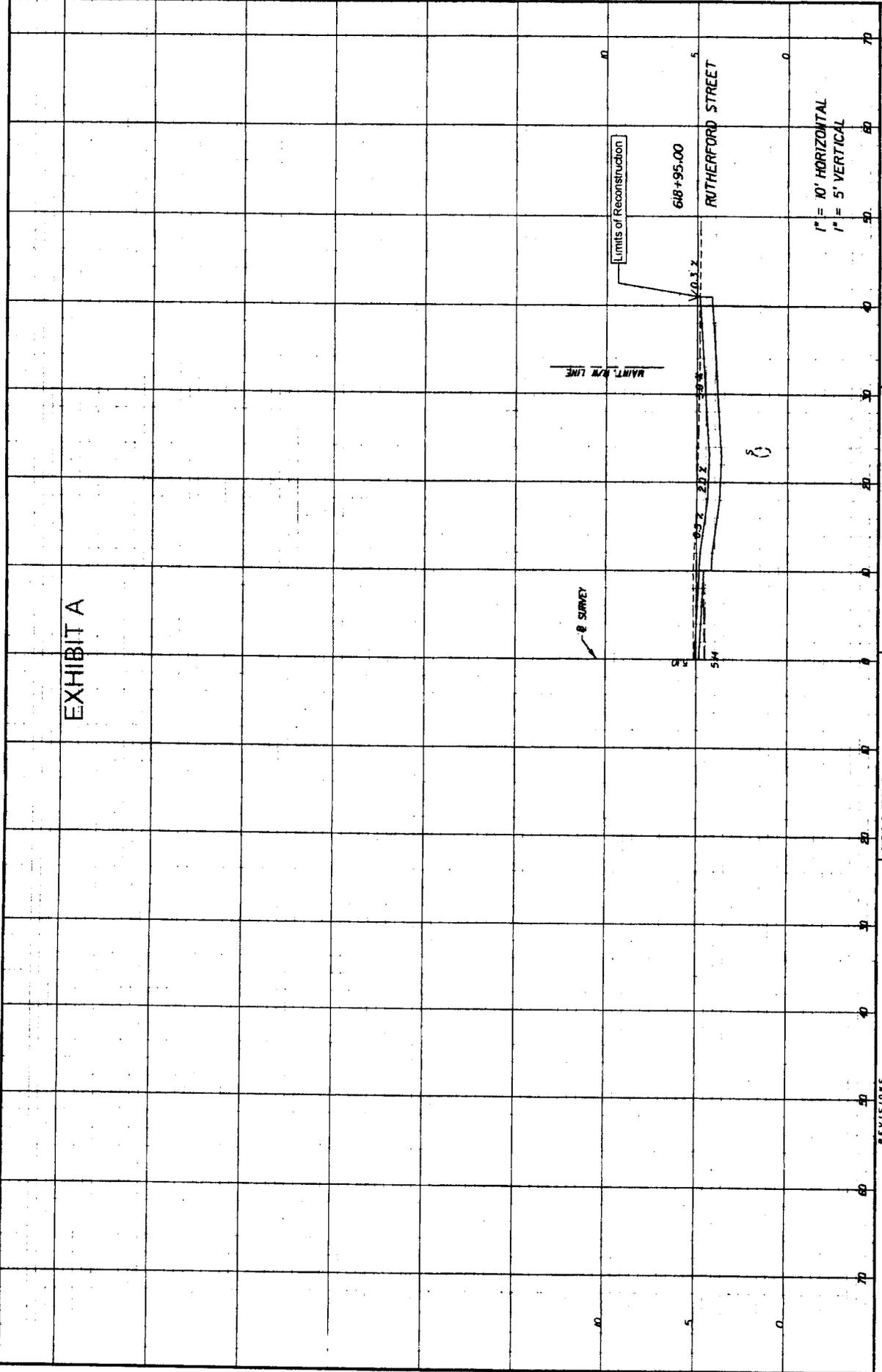
1" = 10' HORIZONTAL  
1" = 5' VERTICAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. SR 30A		COUNTY GULF		FUNDING PROJECT ID 423064-1-52-01		SHEET NO. 294	
CHRIS R. PRESNELL, P.E. P.E. LICENSE NUMBER 5593 JACOBS ENGINEERING GROUP, INC. 3005 MACON BLVD SOUTH SUITE 201 TALLAHASSEE, FL 32302 CERTIFICATE OF AUTHORIZATION 2822		DATE		REVISIONS		DESCRIPTION		DATE	

DATE: 07/20/08  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
DATE: 07/20/08

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 69S-23.003, F.A.C.

EXHIBIT A



DATE		DESCRIPTION	REVISION'S DATE	DESCRIPTION
CHRIS R. PRESKELL, P.E. P.E. LICENSE NUMBER 5693 JACOBS ENGINEERING GROUP, INC. 3605 MACLAY BLVD SOUTH SUITE 201 TALLAHASSEE, FL 32312 CERTIFICATE OF AUTHORIZATION 2822				
ROAD NO.	SR 30A	COUNTY	GULF	FINANCIAL PROJECT ID
STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		
423064-1-52-01		423064-1-52-01		
SHEET NO.		295		
SIDE ROAD PROFILES				



GULF COUNTY  
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BECKY NORRIS, CLERK OF COURT  
FROM: MARSHALL NELSON *M. Nelson*  
DATE: SEPTEMBER 25, 2012  
SUBJECT: T. S. DEBBY (FEMA-4068-DR-FL)  
EXECUTED DISASTER RELIEF FUNDING AGREEMENT  
CONTRACT NO. 13-DB-73-02-33-02-561

2012 SEP 25 PM 1:58

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

---

Attached is the original of Gulf County's Disaster Relief Funding Agreement (Contract No. 13-DB-73-02-33-02-561) for T. S. Debby (FEMA-4068-DR-FL).

Should you have any questions do not hesitate to call me at 850-229-9110 or ext. 1500.

Attachment

10-23-12 OK



STATE OF FLORIDA  
**DIVISION OF EMERGENCY MANAGEMENT**

RICK SCOTT  
Governor

BRYAN W. KOON  
Director

September 21, 2012

Mr. Marshall Nelson  
Emergency Management Director  
Gulf County  
1000 Cecil G. Costin Sr. Boulevard  
Port St. Joe, FL 32456

FEMA-4068-DR-FL  
FIPS No. 045-99045-00

Re: Executed Funding Agreement

Dear Mr. Nelson:

Per your request, please find enclosed an original executed Disaster Relief Funding Agreement for DR4068, Tropical Storm Debby, declared July 3, 2012.

If you have any questions or need further information, please contact Elizabeth Mitchell at (850) 487-2034 or via e-mail at [elizabeth.mitchell@em.myflorida.com](mailto:elizabeth.mitchell@em.myflorida.com).

Sincerely,

*for* Bryan W. Koon, Director  
Governor's Authorized Representative

BWK/em

Enclosures: Disaster Relief Funding Agreement for DR 4068

'12 SEP 25 AM 11:25

Contract Number: 13-DB-73-02-33-02-561  
 Gulf County

Subgrantee: \_\_\_\_\_

FIPS Number: 045-99045-00

**Tropical Storm Debby (FEMA-4068-DR-FL)  
 Federally Funded Public Assistance Agreement**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereafter referred to as the "Grantee"), and

Gulf County

(hereafter referred to as the "Subgrantee").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

- A. On July 3, 2012, President Barack H. Obama issued a major disaster declaration designated FEMA-4068-DR-FL for the State of Florida as a result of Tropical Storm Debby. As amended, the declaration authorized Public Assistance in Baker, Bradford, Charlotte, Citrus, Clay, Collier, Columbia, Dixie, Duval, Franklin, Gulf, Hamilton, Hernando, Jefferson, Lafayette, Lee, Levy, Liberty, Madison, Manatee, Nassau, Pasco, Pinellas, Putnam, Santa Rosa, Sarasota, Suwannee, Taylor, Union and Wakulla Counties.
- B. The FEMA-State Agreement dated July 5, 2012, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and

THEREFORE, the Grantee and the Subgrantee agree to the following:

(1) DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of FEMA.
- B. "FEMA-State Agreement" is the agreement dated July 5, 2012, between the FEMA and the State of Florida, for a presidential emergency declaration designated FEMA-4068-DR-FL. As amended, the agreement authorized Public Assistance in Baker, Bradford, Charlotte, Citrus, Clay, Collier, Columbia, Dixie, Duval, Franklin, Gulf, Hamilton, Hernando, Jefferson, Lafayette, Lee, Levy, Liberty, Madison, Manatee, Nassau, Pasco, Pinellas, Putnam, Santa Rosa, Sarasota, Suwannee, Taylor, Union and Wakulla Counties.

(2) APPLICABLE LAW.

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

(3) FUNDING AND INSURANCE.

Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.
- B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.
- C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR § 206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(4) DUPLICATION OF BENEFITS PROHIBITION.

Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.

- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

(5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS.

Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

(6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS.

Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

- A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$66,400.00), which can be found at [www.FloridaPA.org](http://www.FloridaPA.org):
1. a request for reimbursement;
  2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
  3. a request for final inspection;
  4. a signed Project Completion and Certification Report upon the completion of all projects; and
  5. a Project Completion and Certification Report specified by subparagraph (6)A. of this Agreement.

(7) COST SHARING.

The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

(8) PAYMENT OF COSTS.

Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.
- B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The Invoice from the Subgrantee requesting this reimbursement must include:
  1. a Request for Reimbursement available at [www.FloridaPA.org](http://www.FloridaPA.org);
  2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure), etc..., which is also available at [www.FloridaPA.org](http://www.FloridaPA.org); and
  3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
  1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  2. Subgrantee shall submit to Grantee the budget supporting the request;
  3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended within 90 days of the advance;
  4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

- E. 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 (24) 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.
- F. As project costs are incurred, 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 20 of this Agreement.
- G. 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 Paragraph (3) or (7) 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.

(9) FINAL PAYMENT.

Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Paragraphs (6) and (8) of this Agreement;
- C. in the case of Large Projects, the Grantee shall have performed the final inspection; or
- D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and
- E. Subgrantee shall have requested final reimbursement.

(10) RECORDS MAINTENANCE.

The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
- B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.
- C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
- E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.
- F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the State, access to records upon request. 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 extend 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.
- G. The Subgrantee, 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 Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(11) REIMBURSEMENT OF FUNDS.

If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

(12) REPAYMENT BY SUBGRANTEE.

All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "**Division of Emergency Management, Cashier**" and mailed directly to the following address: **Cashier, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(13) AUDIT.

- A. The Subgrantee 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 all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a subgrantee is a State or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$500,000 or more, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
1. If an annual financial audit report is required, it shall include all management letters and the contractor'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. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of the Inspector General, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** An electronic copy shall also be submitted (via email) to: DEMSingle\_Audit@em.myflorida.com.
- E. If a subgrantee spends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than \$500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.
- F. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the contractor of such non-compliance.
- G. If audit is conducted as required by subparagraph D. above, the subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at each of the following addresses:

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

As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132.**

- H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)
- I. Any reports, management letter, or other information required to be submitted to the Grantee pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, and Rules of the Auditor General, as applicable.
- J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- K. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the contractor shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Grantee of such non-compliance.
- L. A subgrantee shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. If the subgrantee is a State agency, an audit conducted by the Florida Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

(14)NONCOMPLIANCE.

If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Paragraph 24 of this Agreement.

(15)NONDISCRIMINATION BY CONTRACTORS.

Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

(16)MODIFICATION.

The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

(17)TIME FOR PERFORMANCE.

The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

(18)CONTRACTS WITH OTHERS.

If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes.

(19)LIABILITY.

Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

(20)REPORTS.

Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B," and available on www.FloridaPA.org. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

(21)MONITORING.

The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantee and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

(22)MANDATED CONDITIONS.

Subgrantee agrees to the following conditions:

- A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that it's governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.

- E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.
- G. The Grantee 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 Grantee shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Grantee.
- H. A person or affiliate who has 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 Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. If applicable, the Subgrantee 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 the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any subgrantee other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee 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 Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
  3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of 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, or (b) 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.

Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee 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 undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. 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.

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

(23)TERM.

This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

(24)EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

- A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
  2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
  3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
  4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
  2. commence a legal action for the judicial enforcement of this Agreement;
  3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
  4. take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
- E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.
- F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to

Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

(25) ATTACHMENTS.

- A. All attachments to this Agreement if any are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

**Note:** All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at [www.FloridaPA.org](http://www.FloridaPA.org).

(26) NOTICE AND CONTACT.

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

**Grantee:**

Leo Lachat, Bureau Chief  
 Division of Emergency Management  
 2555 Shumard Oak Boulevard  
 Tallahassee, FL 32399-2100  
 Email: [leo.lachat@em.myflorida.com](mailto:leo.lachat@em.myflorida.com)

(27) DESIGNATION OF AGENT.

Subgrantee must complete Attachment "D" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.



**Attachment "A"****Statement of Assurances**

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

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subgrantee to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
8. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
9. It will (1) provide without cost to the United States and the Grantee all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Grantee free from damages due to the approved work or Federal funding.

10. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subgrantee by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Grantee shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subgrantee.

11. 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.

12. 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.)

13. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.

14. 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.

15. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

17. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

18. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

19. 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.

20. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

21. 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.

22. 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.

23. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

24. 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.

25. It will comply with all appropriate environmental laws, including but not limited to:

- a.) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
- b.) The Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
- c.) The Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
- d.) The Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
- e.) Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
- f.) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
- g.) The Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- h.) Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
- i.) 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.

26. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).

27. 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.

28. 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.

29. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

30. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

31. With respect to demolition activities, it will:

- a.) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b.) Return the property to its natural state as though no improvements had ever been contained thereon.
- c.) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the county health department.
- d.) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
- e.) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
- f.) Leave the demolished site clean, level and free of debris.
- g.) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
- h.) Obtain all required permits.
- i.) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
- j.) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- k.) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l.) Provide documentation of public notices for demolition activities.

32. 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.

33. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The subgrantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

34. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United Grantees shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the subgrantee, this assurance shall obligate the subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

35. It agrees to comply with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

36. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.

37. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

38. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

39. 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.

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

41. 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.

ATTACHMENT "B"

Public Assistance Quarterly Report  
Available for Each Subgrantee on [www.FloridaPA.org](http://www.FloridaPA.org)

Quarterly Report

The form is to account the progress of projects on a quarterly basis. The quarters and dates are December 31, March 31, June 30, September 30 and the form is due within 12 days of each end date. Selecting a project on the Select Project menu captures the form data. Reporting has been completed on projects returned to a 100% Complete Project status.

Select Project

Plan the order project status for 100% complete

Type	Category & Date	View Project
Digitally Obligated	999-194-00	
Work Deadline	Dec 31, 2007	

Details	This Quarter	Previous Quarter
Anticipated FICA Impact	967,194.00	967,194.00
Disbursed To Date	999,640.00	99,640.00
Work Percent Complete	100.0%	100.0%
Estimated Completion Date	Sep 30, 2007	Sep 30, 2007

Projected Funds to be Requested for Reimbursement

Estimate for FY2010-01 July-Sep	90.00	90.00
Estimate for FY2010-01 Oct-Dec	90.00	90.00
Estimate for FY2010	90.00	90.00
Estimate for FY2011	90.00	90.00
Estimate for FY2012	90.00	90.00
Estimate for FY2013	90.00	90.00

Status

Work Status

Work Complete - Disbursed and not Requested

Card Status

Card Status

Comments

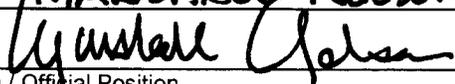
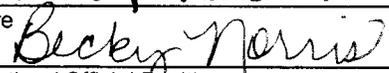
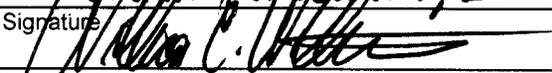
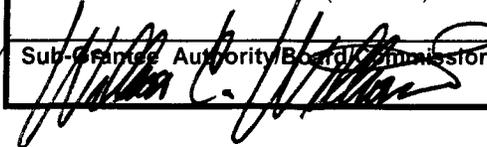
Project not yet completed. Request for reimbursement is in progress.



Did you know...

- The Estimated Completion Date is greater than the Work Deadline a Request for this Estimate may be required before Time Disbursement
- The project is 100% Complete a Request for Project Disbursements required before Project Completion



DESIGNATION OF SUBGRANTEE'S AGENT FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM Florida Division of Emergency Management	
Sub-Grantee <b>GULF COUNTY BOARD OF COMMISSIONERS</b>	
Primary Agent	Secondary Agent
Agent's Name <b>MARSHALL NELSON</b>	Agent's Name <b>BEN GUTHRIE</b>
Signature 	Signature 
Organization / Official Position <b>GULF CO. EMER. MAN. DIRECTOR</b>	Organization / Official Position <b>GULF CO. EM COORDINATOR</b>
Mailing Address <b>1000 CECIL G. COSTIN SR. BLD</b>	Mailing Address <b>1000 CECIL G. COSTIN SR BLD</b>
City, Grantee, Zip <b>Port St. Joe, FL. 32456</b>	City, Grantee, Zip <b>Port St. Joe, FL. 32456</b>
Daytime Telephone <b>850-229-9410</b>	Daytime Telephone <b>850-229-9111</b>
Facsimile Number <b>850-229-9115</b>	Facsimile Number <b>850-229-9115</b>
E-mail Address <b>mnelson@gulfcountry-fl.gov</b>	E-mail Address <b>bguthrie@gulfcountry-fl.gov</b>
<p>The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-Grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the Grantee of Florida, Grantee for all matters pertaining to such disaster assistance required by the agreements and assurances printed on page 2 hereof. Additional authorized contacts may be registered on the Grantee's PA Website (<a href="http://www.floridapa.org">www.floridapa.org</a>) for full or read only access by the above authorized Agents.</p>	
Chief Financial Officer	Sub-Grantee's Authority/Board/Commission
Name <b>BECKY NORRIS</b>	Official's Name <b>WILLIAM W. WYNN, III</b>
Signature 	Signature 
Organization / Official Position <b>GULF CO. CLERK OF COURT</b>	Organization / Official Position <b>GULF CO. BOCC</b>
Mailing Address <b>1000 CECIL G. COSTIN SR BLD.</b>	Mailing Address <b>1000 CECIL G. COSTIN SR BLD</b>
City, Grantee, Zip <b>Port St. Joe, FL 32456</b>	City, Grantee, Zip <b>Port St. Joe, FL. 32456</b>
Daytime Telephone <b>850-229-6112</b>	Daytime Telephone <b>850-229-6106</b>
Facsimile Number <b>850-229-1990</b>	Facsimile Number <b>850-229-9252</b>
E-mail Address <b>bnorris@gulferk.com</b>	E-mail Address <b>COMMISSIONER3@gulfcountry-fl.gov</b>
Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes: Florida Department of Community Affairs	
Sub-Grantee's Fiscal Year (FY) Start Month: <b>OCTOBER</b> Day: <b>1<sup>ST</sup></b>	
Sub-Grantee's Federal Employer's Identification Number (EIN) <b>59-6000627</b>	
Sub-Grantee's FIPS Number (If Known) <b>045-99045-00</b>	
Sub-Grantee Authority/Board/Commission Signature 	

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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

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

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

**ESTIMATED EXPENSES**

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

**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)

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BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
PLANNING DEPARTMENT  
DAVID RICHARDSON, PLANNER

52

1000 CECIL G. COSTIN, SR. BLVD., • ROOM 312 PORT ST. JOE, FLORIDA 32456 • PHONE (850) 227-9562 • FAX (850) 227-9563

# Memorandum

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 OCT 17 AM 9:51

**To:** Board of County Commissioners  
**From:** Planning Department  
**Date:** October 17, 2012  
**CC:** File, Don Butler, Jeremy Novak  
**Re:** October 15, 2012 PDRB

1. Tabled Variance Application - Hinds & Ivey - Parcel ID # 03798-660R & 03798-662R- Located in Section 31, Township 6 South, Range 11 West, Gulf County, Florida - encroachment into road setback for elevated deck.  
**PDRB voted 3-0 with one abstention to re-table the application until requested information is provided.**
2. Small Scale Map Amendment - Chris McLemore - Parcel ID #01045-070R - Located in Section 35, Township 5 South, Range 9 West, Gulf County, Florida - the first action necessary in a resolution process to bring a non-conforming existing structure into compliance by changing the 1 AC parcel land use designation from Conservation to Residential or Agricultural.  
**PDRB voted 3-1 to recommend approval of the application for a small scale land use change from Conservation Land Use to Residential Land Use by ordinance.**

INFORMATION  
DATE: 10-23-12

52

CARMEN L. McLEMORE  
District 1

WARD McDAMIEL  
District 2

BILL WILLIAMS  
District 3

FAN SMILEY  
District 4

WARREN YEAGER  
District 5



# Florida Department of Environmental Protection

Northwest District  
160 W. Government Street, Suite 308  
Pensacola, Florida 32502-5740

Rick Scott  
Governor

53

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard, Jr.  
Secretary

September 13, 2012

Sent via e-mail to:  
[jdanford@gulfcounty-fl.gov](mailto:jdanford@gulfcounty-fl.gov)

Mr. Joe Danford, Director  
Gulf County Public Works  
1001 Tenth Street  
Port St. Joe, Florida 32456

Dear Mr. Danford:

The Department of Environmental Protection (Department) has reviewed the updated closure and long-term care cost estimates for your facility known as Five Points Landfill (FDEP Permit No. 0066635-003-SO; FDEP ID No. 6004) located in Gulf County. The estimates of \$1,875,684.44 and \$2,487,061.82 for closure and long-term care, respectively, using the Inflation Factor Adjustment (1.020 for 2012), are APPROVED for 2012. The next annual update for your landfill is due no later than September 1, 2013.

A copy of these estimates will be forwarded to the Florida Department of Environmental Protection, Solid Waste Financial Coordinator, 2600 Blair Stone Road, MS 4565, Tallahassee, Florida 32399-2400. Please work directly with the coordinator to assess your facility's compliance with the funding mechanism requirements of Rule 62-701.630, Florida Administrative Code (F.A.C.).

Information received or sent by the Department is public record and is placed in OCULUS, an electronic database. You can view this and other documents for this facility at the following link:

[http://appprod.dep.state.fl.us/WWW\\_WACS/REPORTS/SW\\_Facility\\_Does.asp?waesid=6004](http://appprod.dep.state.fl.us/WWW_WACS/REPORTS/SW_Facility_Does.asp?waesid=6004)

If you have any questions, please contact Ross Mitchell at (850) 595-0623 or by e-mail at [ross.mitchell@dep.state.fl.us](mailto:ross.mitchell@dep.state.fl.us).

Sincerely,

Dawn Templin, P.E.  
Solid Waste Section Supervisor

DKT: rmr

c: Susan Eldredge, Solid Waste Financial Assurance,  
[solid.waste.financial.coordinator@dep.state.fl.us](mailto:solid.waste.financial.coordinator@dep.state.fl.us)

[www.dep.state.fl.us](http://www.dep.state.fl.us)

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RECEIVED  
CLERK OF COUNTY COURT  
HIGHLAND COUNTY, FLORIDA  
2012 OCT 10 AM 9:56

10-23-12 JK

53

Rick Scott  
Governor



John H. Armstrong, MD, FACS, FCCP  
State Surgeon General

FILED FOR REC'D  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
JULY COUNTY, FLORIDA  
2012 OCT 17 AM 9:52

September 26, 2012

Dear County Commissioners:

Thank you for the continued leadership to ensure the health and wellbeing of your community. Your actions to support efforts to reduce and control mosquitoes through surveillance, public education, and environmentally sound mosquito control are recognized and appreciated. The Florida Department of Health takes disease prevention against native mosquito-borne viruses such as West Nile virus, eastern equine encephalitis virus and St. Louis encephalitis seriously. We also investigate all human cases of exotic mosquito-borne disease such as dengue and malaria to prevent these diseases from being reestablished in Florida.

Integrated mosquito control efforts are a key to the success of our public health response. Although it is too early to determine whether this season's rain and flooding events will result in increases in mosquito-borne disease transmission, we do know with certainty that the anticipated increases in nuisance mosquito populations could impact storm recovery efforts and inhibit the public and visitors from enjoying Florida beaches and other healthy outdoor activities.

We recognize that by working closely in a coordinated way, illnesses due to mosquito-borne diseases can be prevented, and impacts from nuisance mosquitoes lessened. The relationship between your office, your local Mosquito Control Office, and the Florida Departments of Health and Agriculture and Consumer Services illustrate how well partnerships can work to protect our residents and visitors. The Florida Department of Health is committed to a continued close partnership in this important effort and welcomes any suggestions on how we can work together to further improve our joint services to your community. For more information about mosquito-borne disease prevention and surveillance information for the state of Florida please see: <http://www.doh.state.fl.us/Environment/medicine/arboviral/index.html>.

Sincerely,

John H. Armstrong, MD, FACS, FCCP  
Surgeon General and Secretary of Health

JHA/cb

10/23/12 LL



Florida Department of  
Law Enforcement

Gerald M. Bailey  
Commissioner

Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Rick Scott, Governor  
Pam Bondi, Attorney General  
Jeff Atwater, Chief Financial Officer  
Adam Putnam, Commissioner of Agriculture

OCT 3 2012

The Honorable William Williams  
Chairman  
Gulf County Board of Commissioners  
1000 Cecil Costin Boulevard  
Port St Joe, FL 32456

Re: Contract No. 2012-JAGC-GULF-2-C4-040

Dear Chairman Williams:

This letter confirms our receipt and acceptance of all financial and programmatic reports applicable to the referenced project. While this concludes active administration of the subgrant agreement by the Florida Department of Law Enforcement, you are reminded that all supporting records must be maintained for a period of not less than five years from termination date for audit and examination. An audit performed in accordance with OMB Circular No. A-133 must also be conducted and submitted to the Office of Criminal Justice Grants, Florida Department of Law Enforcement, 2331 Phillips Road, Tallahassee, Florida 32308.

All non-expendable property acquisitions must be accounted for and maintained for as long as the equipment is in service. The Department must be notified prior to any disposition of non-expendable property and must be advised immediately of any lost or stolen items.

Committed to  
Service • Integrity • Respect • Quality

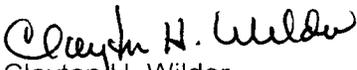
FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 OCT 17 AM 9:52

10/23/12 55 LL

The Honorable William Williams  
Page Two

Any further inquiries relative to this project should be directed to your grant manager  
at 850/617-1250.

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/st

cc: The Honorable Joseph F. Nugent



# Revenue Accounting

57

P.O. Box 6609  
Tallahassee, FL 32314-6609

Interim Executive Director  
Marshall Stranburg

October 11, 2012

Don Butler, County Administrator  
Gulf County Board of Commissioners  
1000 Cecil G. Costin Sr. Blvd Room 302  
Port St. Joe, FL 32456

County Administrator Don Butler,

The Florida Department of Revenue has the following distribution percentages on file for the Local Option Fuel Tax distribution.

Please review and notify us as soon as possible about any discrepancy for your county. You can contact our office at (850) 717-6430.

Gulf County	100.00%
-------------	---------

Sincerely,

*John Crotty*

John Crotty  
Tax Law Specialist  
Revenue Accounting Sub-process

FILED FOR RECORD  
REGISTRAR  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 OCT 17 AM 9:52

cc: Gulf County File

Child Support Enforcement – Ann Coffin, Director • General Tax Administration – Maria Johnson, Director  
Property Tax Oversight – James McAdams, Director • Information Services – Tony Powell, Director

(850) 717-6430

[www.myflorida.com/dor](http://www.myflorida.com/dor)

FAX: (850) 921-1171

[revenueaccounting@dor.state.fl.us](mailto:revenueaccounting@dor.state.fl.us)

10-23-12 57

**Lynn Lanier**

**From:** Sarah\_Hinds@doh.state.fl.us  
**Sent:** Monday, October 08, 2012 9:01 AM  
**To:** bnorris@gulfclerk.com; bguthrie@gulfcounty-fl.gov; blowry@gulfcounty-fl.gov; dmcfarland@gulf.k12.fl.us; drichardson@gulfcounty-fl.gov; dbarfield@gulfcounty-fl.gov; hwhitfield@gulfcounty-fl.gov; jnorton@gulf.k12.fl.us; jdanford@gulf.k12.fl.us; nugentj@flcjn.net; medteam501@hotmail.com; ksummers@gulfclerk.com; lcollinsworth@gulfcounty-fl.gov; gulfsoe@fairpoint.net; lcostin@gulfcoast.edu; llanier@gulfcounty-fl.gov; mcothran@gulfcounty-fl.gov; mnelson@gulfcounty-fl.gov; mhammond@gulfcounty-fl.gov; paulina.pendarvis@shhpens.org; smccormick@shhpens.org; swarner@gulfcounty-fl.gov; sjjgulfcotxcoll@gulfcounty-fl.gov  
**Subject:** Fire Prevention Week  
**Attachments:** escape\_plan.pdf; CookingSafety.pdf; EscapePlanningTips.pdf; DisabilitySafetyTips.pdf

Hello all:

**Fire Prevention Week** kicked off on Sunday, October 7<sup>th</sup>.

Do you have a home safety and fire escape plan?

Please see the attached documents.

<<escape\_plan.pdf>> <<CookingSafety.pdf>> <<EscapePlanningTips.pdf>> <<DisabilitySafetyTips.pdf>>

Sarah Q. Hinds  
 Health Education Program Manager  
 Gulf County Health Department  
 2475 Garrison Ave  
 Port St. Joe, FL 32456  
 850-227-1276 x 205

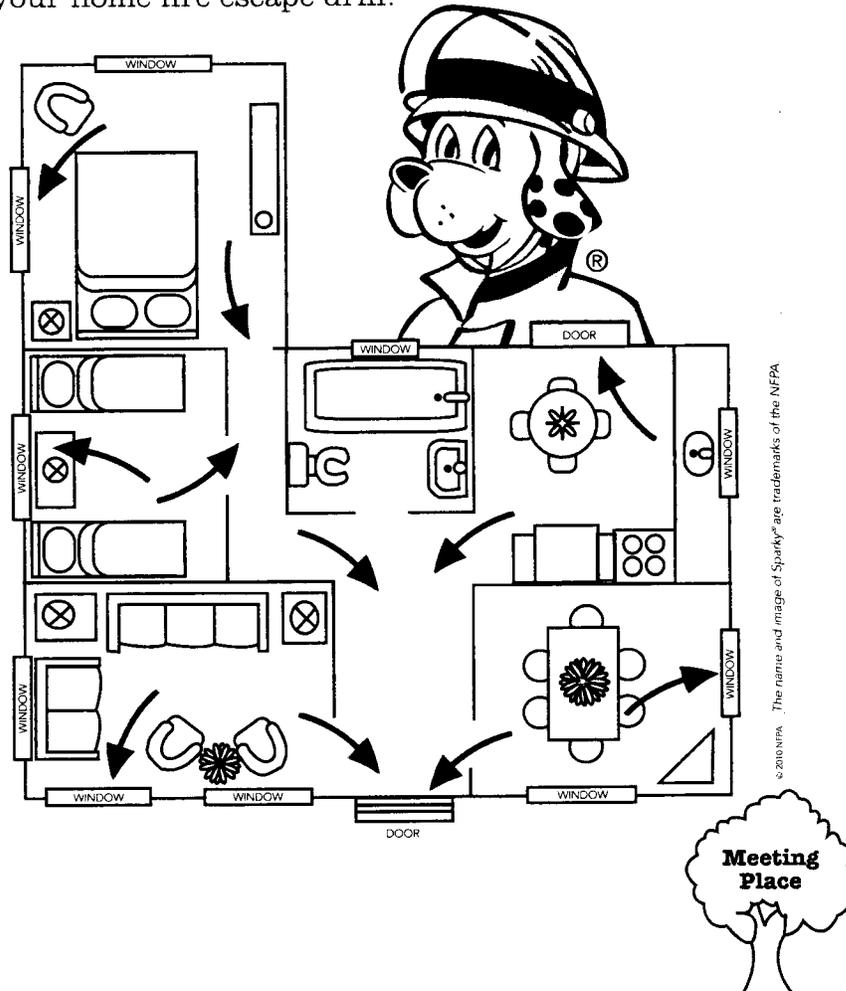
FILED FOR RECORD  
 RESPECTABLE  
 CLERK OF DISTRICT COURT  
 GULF COUNTY, FLORIDA  
 2012 OCT 17 AM 9:52

10/23/12 LL



# How to Make a Home Fire Escape Plan

- Draw a map of your home. Show all doors and windows.
- Visit each room. Find two ways out.
- All windows and doors should open easily. You should be able to use them to get outside.
- Make sure your home has smoke alarms. Push the test button to make sure each alarm is working.
- Pick a meeting place outside. It should be in front of your home. Everyone will meet at the meeting place.
- Make sure your house or building number can be seen from the street.
- Talk about your plan with everyone in your home.
- Learn the emergency phone number for your fire department.
- Practice your home fire escape drill!



- Make your own home fire escape plan on the back of this paper.

— Keeping Your Community Safe with Home Fire Escape Drills —

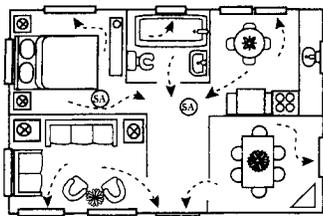
NFPA • 1 Batterymarch Park, Quincy, MA 02169 • [www.nfpa.org/education](http://www.nfpa.org/education)



# Home Fire Escape Plan<sup>60</sup>

Memorize your fire department's emergency phone number and write it here: \_\_\_\_\_

**Use the space below to create your home fire escape plan.**



© 2003 NFPA



- Draw a floor plan or a map of your home. Show all doors and windows.
- Mark two ways out of each room.
- Mark all of the smoke alarms with (SA). Smoke alarms should be in each sleeping room, outside each sleeping area, and on every level of the home.
- Pick a family meeting place outside where everyone can meet.
- Remember, practice your plan at least twice a year!



Check out [www.sparky.org](http://www.sparky.org) for fire safety games and activities. Sparky® is a trademark of NFPA.

**Grown-ups:** Children don't always awake when the smoke alarm sounds. Know what your child will do before a fire occurs. Get more information on smoke alarms and escape planning at [www.nfpa.org/factsheets](http://www.nfpa.org/factsheets).

# Home Safety

## for People with Disabilities

There's nothing like being at home, relaxing in a warm bed, enjoying the aroma of a pie coming out of the oven, sharing a laugh with family and friends. But did you know that the majority of fire deaths occur in the home? It's important to take precautions to provide adequate fire safety for everyone.



### Home Fire Sprinklers

Home fire sprinklers can contain and may even put out a fire in less time than it would take the fire department to arrive. In choosing an apartment or purchasing a home, look for a residence that has home fire sprinklers.

### Smoke Alarms

- » Test your smoke alarm at least once a month by pushing the test button. If you can't reach the alarm, consider getting alarms that you can test with a flashlight or a television remote.
- » For added safety, interconnect all the smoke alarms so that when one sounds they all sound. This gives everyone more time to escape.
- » Smoke alarms with non-replaceable (long-life) batteries are designed to remain effective for up to 10 years. They can be helpful for people who have difficulty changing batteries.

### People who are Deaf or Hard of Hearing

- » Smoke alarms and alert devices, called accessories, are available for people who are deaf. Strobe lights throughout the home are activated by smoke alarms and alert people who are deaf to fire conditions. When people who are deaf are asleep, a high intensity strobe light is required along with a pillow or bed shaker to wake them up and alert them to fire conditions.
- » Smoke alarm alert devices, called accessories, are available for people who are hard of hearing. These accessories produce a loud, mixed low-pitched sound. This equipment is activated by the sound of the smoke alarm and is usually installed next to the bed. People who are deaf may find that a pillow or bed shaker is also helpful to wake them.



### Escape Planning

**Include everyone** in planning and practicing home fire drills. People with disabilities can provide input on the best methods for them to escape.

**Ask the Fire Department to review** your escape plan. Some departments have voluntary registries for people who may need extra assistance. If you have a **service animal**, discuss with your fire department plans to evacuate the animal with you. Keep a **phone by your bed** for emergency calls in case you become trapped and are unable to escape.



Your Source for SAFETY Information

NFPA Public Education Division • 1 Batterymarch Park, Quincy, MA 02169

[www.nfpa.org/education](http://www.nfpa.org/education)  
[www.nfpa.org/disabilities](http://www.nfpa.org/disabilities)

# Safety

Cooking brings family and friends together, provides an outlet for creativity and can be relaxing. But did you know that cooking fires are the number one cause of home fires and home injuries? By following a few safety tips you can prevent these fires.

## "COOK WITH CAUTION"

- ))) Be on alert! If you are sleepy or have consumed alcohol don't use the stove or stovetop.
- ))) Stay in the kitchen while you are frying, grilling, or broiling food. If you leave the kitchen for even a short period of time, turn off the stove.
- ))) If you are simmering, baking, roasting, or boiling food, check it regularly, remain in the home while food is cooking, and use a timer to remind you that you are cooking.
- ))) Keep anything that can catch fire — oven mitts, wooden utensils, food packaging, towels or curtains — away from your stovetop.

## IF YOU HAVE A COOKING FIRE...

- ))) Just get out! When you leave, close the door behind you to help contain the fire.
- ))) Call **9-1-1** or the local emergency number after you leave.
- ))) If you try to fight the fire, be sure others are getting out and you have a clear way out.
- ))) Keep a lid nearby when you're cooking to smother small grease fires. Smother the fire by sliding the lid over the pan and turn off the stovetop. Leave the pan covered until it is completely cooled.
- ))) For an oven fire turn off the heat and keep the door closed.



Your Source for SAFETY Information  
NFPA Public Education Division • 1 Batterymarch Park, Quincy, MA 02169



## Cooking and Kids

Have a "kid-free zone" of at least 3 feet around the stove and areas where hot food or drink is prepared or carried.

## FACTS

- ❗ The leading cause of fires in the kitchen is unattended cooking.
- ❗ Most cooking fires in the home involve the stovetop.



[www.nfpa.org/education](http://www.nfpa.org/education)

# Escape Planning

Plan Ahead! If a fire breaks out in your home, you may have only a few minutes to get out safely once the smoke alarm sounds. Everyone needs to know what to do and where to go if there is a fire.



## SAFETY TIPS

- ))) MAKE a home escape plan. Draw a map of your home showing all doors and windows. Discuss the plan with everyone in your home.
- ))) KNOW at least two ways out of every room, if possible. Make sure all doors and windows leading outside open easily.
- ))) HAVE an outside meeting place (like a tree, light pole or mailbox) a safe distance from the home where everyone should meet.
- ))) PRACTICE your home fire drill at night and during the day with everyone in your home, twice a year.
- ))) PRACTICE using different ways out.
- ))) TEACH children how to escape on their own in case you can't help them.
- ))) CLOSE doors behind you as you leave.

## IF THE ALARM SOUNDS...

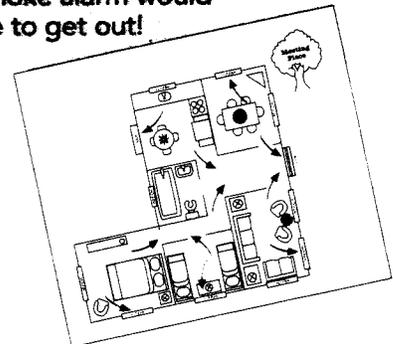
- ))) If the smoke alarm sounds, GET OUT AND STAY OUT. Never go back inside for people or pets.
- ))) If you have to escape through smoke, GET LOW AND GO under the smoke to your way out.
- ))) CALL the fire department from outside your home.



Your Source for SAFETY Information [www.nfpa.org/education](http://www.nfpa.org/education)  
 NFPA Public Education Division • 1 Batterymarch Park, Quincy, MA 02169

## FACTS

- ! According to an NFPA survey, only **one of every three** American households have actually developed and practiced a home fire escape plan.
- ! While **71%** of Americans have an escape plan in case of a fire, only **45%** of those have practiced it.
- ! **One-third** of American households who made an estimate thought they would have at least **6 minutes** before a fire in their home would become life-threatening. The time available is often less. And only **8%** said their first thought on hearing a smoke alarm would be to get out!



**MONITORING REQUIREMENTS NOT MET FOR LIGHTHOUSE UTILITIES WATER SYSTEM**

We are required to monitor your drinking water for total coliform bacteria on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. On August 21, 2012 two (2) distribution compliance samples were collected which indicated the presence of total coliform bacteria. Since our system may have no more than one (1) sample collected in a compliance month test positive for coliform bacteria, our system exceeded the maximum contaminant level (MCL) for total coliform for August 2012. **All required additional repeat samples taken on August 23, 2012, six (6) samples in all, were all absent of total coliform bacteria.**

**WHAT SHOULD I DO?**

There is nothing you need to do at this time. This is not an emergency. If it had been, you would have been notified immediately. *Total coliform bacteria are generally not harmful themselves. Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, bacteria may be present.*

**WHAT HAPPENED? WHAT IS BEING DONE?**

The August 21st samples were collected on a day we had 1.58 inches of rain which may have caused the contamination of the two samples. We have changed the sampling routine to avoid this in the future.

For more information, please contact: **Rick Simmons, Manager**

Please share this information with all the other people who drink this water, especially those who may have not received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by Lighthouse Utilities Water System.  
State Water System ID#:1230848.  
Date distributed: October 4, 2012

INFORMATION

DATE: 10/23/12 LL

2012 OCT 17 AM 9:51

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

2012 OCT 17 AM 9:52

65  
FILED FOR RECORD  
REBECCA L. HARRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA

October 11, 2012

Gulf County Commissioner's Office  
Gulf County Court House  
Port St. Joe, Florida

TO WHOM IT MAY CONCERN (The person in charge of mowing grass  
in lanes in McKinnon St. area)

I live at 2434 McKinnon St., Oak Grove.  
Alongside of me is a long lane. On the corner the Oakley  
family resides.

Personally, I do not care if the grass in the  
lane grows to ten feet tall. However, should there be an  
emergency and the people living with backyards by the lane  
should need to drive up the lane to escape a fire, etc.,  
they could not get through because of the long grass.

I have mentioned this to several Port St. Joe  
City maintenance -- (prisoners working personnel) and have  
been told it is a County responsibility -- not the City's.

Be that as it may, it seems odd that the work  
crew can ride the mowers alongside of the private lawns, but  
cannot ride up the lane when the grass is so dense.

By now, you are probably laughing at my description  
of the problem. Whether you or someone else can do something  
about it -- ONLY TIME WILL TELL.

HAVE A GOOD DAY!

Mrs. Mary M. Parker  
2434 McKinnon St.  
OAK Grove, Fl. 32456-2399

Tel: 229-6023

INFORMATION  
DATE: 10-23-12  
DB



# Northwest Florida Water Management District **66**

81 Water Management Drive, Havana, Florida 32333-4712  
*(U.S. Highway 90, 10 miles west of Tallahassee)*

Jonathan P. Steverson  
*Executive Director*

Phone: (850) 539-5999 • Fax: (850) 539-2777

September 28, 2012

FILED FOR RECORD  
REBECCA L. HARRIS  
CLERK OF CIRCUIT COURT  
2012 OCT -1 PM 11:12

Chairman  
Gulf County Commission  
1000 Cecil G. Costin, Sr. Blvd  
Port St. Joe, FL 32456

Dear Sir/Madam:

The enclosed budget and resolution are provided to you in accordance with the provisions of Florida Statutes Section 373.536(6)(a).

If you have any questions or need additional information, please contact Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting at (850) 539-5999.

Sincerely,

N. Jean Whitten  
Director, Division of Administration

NJW/ab

Enclosures

10-23-12 JK

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOYCE ESTES  
Secretary-Treasurer  
Eastpoint

JOHN ALTER  
Malone

GUS ANDREWS  
Defuniak Springs

STEPHANIE BLOYD  
Panama City Beach

NICK PATRONIS  
Panama City Beach



Jonathan P. Steverson  
Executive Director

## Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712

(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

### RESOLUTION NO. 760

#### AUTHORIZATION OF AD VALOREM TAX ASSESSMENT

**WHEREAS**, the Florida Legislature created the Northwest Florida Water Management District under Chapter 373, Florida Statutes; and

**WHEREAS**, the Northwest Florida Water Management District is authorized by the Constitution of the State of Florida and Chapter 373, Florida Statutes, to assess ad valorem tax revenues to support the Water Management District's operations; and

**WHEREAS**, programs and projects which are of District benefit will be supported with ad valorem tax revenues as reflected in the fiscal year 2012-2013 budget; and

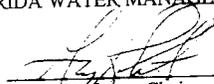
**WHEREAS**, the Northwest Florida Water Management District held a Public Hearing as required by Section 200.065, Florida Statutes:

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Board of the Northwest Florida Water Management District, that the District will implement its authorized ad valorem tax assessment at .040 of a mill for Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington, and western portions of Jefferson County. Based on the available estimates of property values, furnished by the various counties in the District, said millage rate will reduce tax revenues by 2.5 percent (eighty four thousand three hundred ninety dollars) below the 0.0414 mill rolled back rate.

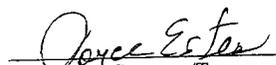
**BE IT FURTHER RESOLVED** that the ad valorem revenues will be used by the District, by adoption of the fiscal year 2012-2013 budget to initiate and support projects of local or District significance as needed, requested or required throughout the District as determined by the District's Governing Board.

**DULY ADOPTED** in a public hearing this 27<sup>th</sup> day of September, 2012, A.D.  
Time Adopted 5:54 PM

The Governing Board of the  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

  
George Roberts, Chair

ATTEST:

  
Joyce Estes, Secretary/Treasurer

GEORGE ROBERTS  
Chair  
Panama City

GUS ANDREWS  
Defuniak Springs

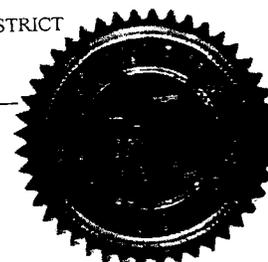
JERRY PATE  
Vice Chair  
Pensacola

STEPHANIE BLOYD  
Panama City Beach

JOYCE ESTES  
Secretary-Treasurer  
Eastpoint

NICK PATRONIS  
Panama City Beach

JOHN ALTER  
Malone



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 REVISED TENTATIVE BUDGET  
 OCTOBER 1, 2012 - SEPTEMBER 30, 2013

DISTRICT SUMMARY BY BUDGET CATEGORY

REVENUE	FY 2010-11 ACTUAL	FY 2011-12 REVISED BUD	FY 2012-13 TENTATIVE	AMOUNT CHANGE	BUDGET % CHANGE
Ad Valorem Tax	3,788,876	3,371,815	3,287,425	(84,390)	-2.5%
Federal Funds	4,602,079	5,173,957	3,793,421	(1,380,536)	-26.7%
State Funds	12,977,858	15,766,598	10,671,126	(5,095,472)	-32.3%
Mitigation	1,321,104	5,527,511	633,366	(4,894,145)	-88.5%
Local Government	204,110	175,104	171,202	(3,902)	-2.2%
Permit Fees	424,150	498,500	358,500	(140,000)	-28.1%
Miscellaneous Revenue	919,546	2,941,621	2,367,104	(574,517)	-19.5%
<b>Total Revenue</b>	<u>24,237,723</u>	<u>33,455,106</u>	<u>21,282,144</u>	<u>(12,172,962)</u>	<u>-36.4%</u>
Interfund Transfers	4,061,181	9,432,824	4,778,110	(4,654,714)	-49.3%
Cash Carryover	-	66,819,199	64,846,222	(1,972,977)	-3.0%
<b>Total Revenue &amp; Cash Carryover</b>	<u>28,298,904</u>	<u>109,707,129</u>	<u>90,906,476</u>	<u>(6,627,691)</u>	<u>-6.0%</u>
<b>EXPENSE</b>					
Salaries and Benefits	9,149,717	9,380,885	8,223,486	(1,157,399)	-12.3%
Contractual Services	6,886,396	14,152,074	6,990,550	(7,161,524)	-50.6%
Services and Commodities	3,075,908	6,955,438	3,001,555	(3,953,883)	-56.8%
Capital Outlay	6,528,693	5,470,469	1,078,300	(4,392,169)	-80.3%
Grants and Aids	1,065,975	14,950,103	8,508,700	(6,441,403)	-43.1%
<b>Total Expense</b>	<u>26,706,689</u>	<u>50,908,969</u>	<u>27,802,591</u>	<u>(23,106,378)</u>	<u>-45.4%</u>
Interfund Transfers	4,061,181	9,432,824	4,778,110	(4,654,714)	-49.3%
Reserves	-	49,365,336	58,325,775	8,960,439	18.2%
<b>Total Expense and Reserves</b>	<u>30,767,870</u>	<u>109,707,129</u>	<u>90,906,476</u>	<u>(18,800,653)</u>	<u>-17.1%</u>

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 REVISED TENTATIVE BUDGET  
 OCTOBER 1, 2012 - SEPTEMBER 30, 2013

**ESTIMATED REVENUE, INTERFUND TRANSFERS AND CASH BALANCE**

	FY 2010-11 ACTUAL	FY 2011-12 REVISED BUD	FY 2012-13 TENTATIVE
<b>Ad Valorem Tax</b>	3,788,876	3,371,815	3,287,425
<b>Federal - FEMA</b>			
FEMA Map Modernization	664,122	565,808	89,154
FEMA-Map ACT	1,316,434	2,664,720	1,356,011
FEMA Risk Mapping	357,354	1,245,911	510,269
FEMA Emergency Management	68,129	198,103	68,013
FEMA Risk Mapping	-	-	1,293,571
	2,406,039	4,674,542	3,317,018
<b>Federal - Dept. of Environmental Protection</b>	380,743	302,140	282,237
<b>Federal - Dept. of Transportation</b>	83,392	112,740	104,615
<b>State - Water Management Lands Trust Fund (WMLTF)</b>			
WMLTF - General	7,182,510	6,672,067	1,080,000
WMLTF-Wetlands	300,000	300,000	300,000
WMLTF-ERP	2,280,000	-	1,851,231
WMLTF-Potable Water	24,875	60,000	60,000
	9,787,386	7,032,067	3,291,231
<b>State - Florida Forever Trust Fund</b>	2,284,065	1,376,103	747,100
<b>State - Water Protection &amp; Sustainability Trust Fund</b>	543,372	5,720,234	5,470,000
<b>State - Ecosystem Trust Fund</b>	284,409	1,523,383	1,137,787
<b>Mitigation</b>	1,321,104	5,527,511	633,366
<b>State - Other Revenue</b>			
Dept. of State - Historical Resources	25,548	25,000	25,008
DEP - Florida Springs	14,079	89,811	-
Florida Forests	38,999	-	-
	78,626	114,811	25,008
<b>Local Revenue</b>			
Tallahassee - Leon County	164,300	123,920	124,430
Bay County Storm Water	9,700	12,629	12,520
Bay County Deer Point Lake	29,963	38,555	34,252
Payment In Lieu of Taxes	147	-	-
	204,110	175,104	171,202

## ESTIMATED REVENUE, INTERFUND TRANSFERS AND CASH BALANCE

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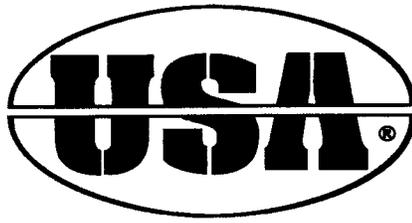
	FY 2010-11 ACTUAL	FY 2011-12 REVISED BUD	FY 2012-13 TENTATIVE
<b>Permit Fees</b>			
Well Construction Permitting	201,690	200,000	200,000
Consumptive Use	55,450	60,000	70,000
Water Storage	6,000	6,000	8,000
Licenses and Registrations	8,075	2,000	5,000
Agriculture and Forestry	275	500	500
ERP Permitting	152,660	230,000	75,000
	<u>424,150</u>	<u>498,500</u>	<u>358,500</u>
<b>Miscellaneous</b>			
Interest	310,839	756,794	166,147
Violations/Penalties Well Construction	13,400	30,000	10,000
Violations/Penalties Consumptive Use	10,500	20,000	10,000
Violations/Penalties Water Storage	-	10,000	1,000
Violations/Penalties Agriculture and Forestry	1,650	10,000	2,000
Violations/Penalties ERP	42,900	20,000	20,000
Timber Sales	480,302	2,000,000	2,000,000
Apiary Leases	1,075	1,050	1,050
Miscellaneous	58,880	93,777	156,907
	<u>919,546</u>	<u>2,941,621</u>	<u>2,367,104</u>
<b>Federal - Other Revenue</b>			
Florida Humanities Council	1,317	-	-
USGS Grant	41,538	-	-
NOAA Sea Level Rise Grant	46,100	84,535	42,051
Department of Interior Land Purchase	1,642,950	-	-
NOAA - University of Mississippi	-	-	47,500
	<u>1,731,905</u>	<u>84,535</u>	<u>89,551</u>
<b>Interfund Transfers</b>			
Indirect Transfer SWIM	-	576,374	122,263
Indirect Transfer Land Acquisition	-	27,119	12,533
Indirect Transfer Projects	-	925,387	481,237
Indirect Transfer Land Management	-	590,668	366,472
Indirect Transfer Regulation	-	2,153,249	981,840
Indirect Transfer Mitigation	-	258,580	179,133
Transfers From General Fund	3,672,044	4,636,947	2,634,632
Transfers From SWIM	35,171	-	-
Transfers From Lands Fee	353,309	264,500	-
Transfers From Lands Management	657	-	-
	<u>4,061,181</u>	<u>9,432,824</u>	<u>4,778,110</u>
<b>Cash Carryover</b>			
	-	66,819,199	64,846,222
	-	66,819,199	64,846,222
<b>Total Revenue, Transfers and Cash Carryover</b>	<u><u>28,298,904</u></u>	<u><u>109,707,129</u></u>	<u><u>90,906,476</u></u>

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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 REVISED TENTATIVE BUDGET  
 OCTOBER 1, 2012 - SEPTEMBER 30, 2013

EXPENDITURES SUMMARY BY BUDGET CATEGORY

<u>Budget Category / Description</u>	<u>FY 2010-11 ACTUAL</u>	<u>FY 2011-12 REVISED BUD</u>	<u>FY 2012-13 TENTATIVE</u>
<b>Salaries and Benefits</b>	9,149,717	9,380,885	8,223,486
Salary and benefits for authorized positions and part-time hourly employees.			
<b>Contractual Services:</b>	6,886,396	14,152,074	6,990,550
Legal counsel; engineering and environmental services; accounting services; Inspector General; surveyor and appraisal services; management and planning; and soil analysis.			
<b>Operating Expenses, Services:</b>	1,637,593	2,215,212	1,700,853
Board and staff travel; communications; postage and freight; utilities; equipment rentals; building leases; insurance; repairs and maintenance; legal and classified advertising; tax collectors' and property appraisers' fees; education and training.			
<b>Operating Expenses, Commodities:</b>	1,438,315	4,740,226	1,300,702
Office and computer supplies and non-OCO equipment; audiovisual; maps and aerial photography; operating supplies; software; publications and memberships, etc.			
<b>Capital Outlay:</b>			
Land Acquisition	5,344,745	4,357,419	480,000
Building and Other Improvements	837,200	415,000	90,000
Non-OCO Capital Outlay	51,048	61,000	37,500
Operating Capital Outlay (vehicles, watercraft and equipment)	295,700	637,050	470,800
<b>Total Capital Outlay</b>	<u>6,528,693</u>	<u>5,470,469</u>	<u>1,078,300</u>
<b>Grants and Aids:</b>			
Local Governments/Non-profit Utilities	1,065,975	14,950,103	8,508,700
<b>Total Expenditures</b>	26,706,689	50,908,969	27,802,591
<b>Other:</b>			
Interfund Transfers	4,061,181	9,432,824	4,778,110
Reserves		49,365,336	58,325,775
<b>Total Expenditures, Transfers and Reserves</b>	<u><u>30,767,870</u></u>	<u><u>109,707,129</u></u>	<u><u>90,906,476</u></u>



2012 OCT 17 AM 9:55  
 REBECCA L. MORRIS  
 CLERK OF DISTRICT COURT  
 DISTRICT OF COLUMBIA

**Ready Mix Concrete Delivery Charges Update 11-1-12**

Many of our customers purchase from multiple locations within the Ready Mix USA service area. In an effort to simplify your purchasing experience, we feel it is necessary to achieve consistency within all areas of Ready Mix USA. Understanding and managing these delivery costs will help us reduce our costs together. Below is a brief explanation and list of associated charges that will apply in all locations. These charges will standardize on November 1, 2012.

**Environmental**

- Due to sustained increasing compliance pressure from regulatory agencies and the resulting costs associated with protecting our environment, we are charging an Environmental Fee of \$10.00 per load.

**Variable Fuel Surcharge**

- A variable fuel surcharge will apply at the rate of \$20.00 per load. The charge will adjust each quarter based on the current price of diesel fuel as published for the U.S. at the following website, [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_m.htm)

	Quarterly Fuel Price - (Jan 1, April 1, July 1, and Oct 1)						
	less than \$3.25	\$3.26 - \$3.75	\$3.76 - \$4.25	\$4.26 - \$4.75	\$4.76 - \$5.25	\$5.26 - \$5.75	\$5.76 - \$6.25
<b>Surcharge</b>	\$15.00	\$17.50	\$20.00	\$22.50	\$25.00	\$27.50	\$30.00

**Less than Truck Load (LTL) Deliveries – Charge per order**

Our trucking costs are constant independent of how many yards are being delivered. On LTL deliveries, a charge of \$20.00 per cubic yard will apply for each "missing" yard less than eight (8) cubic yards. Any order greater than 27 cubic yards will receive one free LTL call back. The charge structure is below:

- Load size of 7- 7.9 cy \$20.00 LTL
- Load size of 6- 6.9 cy \$40.00 LTL
- Load size of 5- 5.9 cy \$60.00 LTL
- Load size of 4- 4.9 cy \$80.00 LTL
- Load size of 3- 3.9 cy \$100.00 LTL
- Load size of 2-2.9 cy \$120.00 LTL
- Less than 2 cy \$140.00 LTL

Your sales representatives will be reaching out to provide more detail and answer any questions you may have. As always, please feel free to contact me or Bill Roy at 205-986-4800. We thank you for your business and value our relationship. We look forward to working together as your building material supplier.

Thank you!

*Marc Bryant Tyson*

Marc Bryant Tyson

2012 OCT 17 AM 9:55  
 REBECCA L. MORRIS  
 CLERK OF DISTRICT COURT  
 DISTRICT OF COLUMBIA

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

IN RE: Chapter 11  
GOVERNMENTAL RISK INSURANCE TRUST. Case No. 8:00-bk-04008-KRM  
Debtor.

**ORDER GRANTING JOINT MOTION FOR APPROVAL OF  
FINAL DISTRIBUTION AND FINAL DISTRIBUTION PROCEDURES**

**THIS CASE** came on for hearing on September 13, 2012 at 10:30 a.m., upon the Joint Motion for Approval of Final Distribution and Final Distribution Procedures (the "**Motion**") (Doc. No. 1335) filed by the Liquidating Trust for Governmental Risk Insurance Trust (the "**Trust**") and the Post-Confirmation Committee (the "**Committee**"). Having reviewed the Motion, together with the record, having heard argument of counsel and otherwise being fully advised in the premises, the Court finds that:

- A. Upon making the Final Distribution,<sup>1</sup> the Liquidating Trustee will have performed all of his duties set forth in Section 6.1(d) of the Plan;
- B. The Trust, the Liquidating Trustee, the Committee and their respective professionals have complied with the terms of the Plan and the Confirmation Order in all material respects; and
- C. The relief requested in the Motion is reasonable and appropriate and should be granted.

Accordingly, it is **ORDERED** that:

<sup>1</sup> Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Motion

FILED FOR RECORD  
FEDERAL JUDICIAL  
CLERK OF DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
2012 OCT 16 PM 12:16

1. The Motion is **GRANTED**.

2. The Trust is authorized and directed to make a Final Distribution to the Members in accordance with the Appropriate Share listed on the Final Claims Register attached as Exhibit "A" to the Motion.

3. The time for Members to negotiate the Final Distribution checks under Section 6.9 of the Plan is shortened to ninety (90) days from the date such checks are issued. The Trust is authorized to deposit the funds relating to any Final Distribution checks remaining uncashed after such ninety (90) day period into the registry of the Court pursuant to 28 U.S.C. § 2041.

4. The form of the Final Status Letter attached as Exhibit "B" to the Motion, as modified by the Court at the hearing on the Motion, is approved.

5. The Trust is authorized to use the Member addresses that are set forth on Exhibit "C" to the Motion for purposes of making the Final Distribution to Members. If a Member or its counsel notifies counsel for the Trust, in writing at the address set forth in the Motion, within fourteen (14) calendar days of this Order that the Final Distribution should be sent to a different address, the Trust will utilize such newly supplied address for the Final Distribution.

6. After making the Final Distribution but no earlier than December 14, 2012, the Trust is authorized to abandon and dispose of GRIT business records and, to the extent that such records are in the possession of Zenith, Zenith is authorized to abandon and dispose of such records provided that Zenith may not abandon or dispose of any such records that Zenith is otherwise required to maintain in order to process workers' compensation claims for GRIT Members pursuant to the Transfer Order. Inasmuch as some of the GRIT business records may contain sensitive information regarding workers' compensation claims, the Trust and Zenith are authorized to shred any GRIT business records prior to disposing of such records.

7. Upon making the Final Distribution, the Trust, the Liquidating Trustee, the Committee and their respective professionals are relieved of all further obligations under the Plan and Confirmation Order.

**DONE and ORDERED** in Tampa, Florida on \_\_\_\_\_.

---

**K. RODNEY MAY**  
United States Bankruptcy Judge

The Liquidating Trustee shall provide copies of this Order to all parties-in-interest and file a certificate of service thereafter.