

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

AGENDA	APRIL 8, 2014	TIME / PAGE NO.
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-101
3. Public Hearing – P.D.R.B. Variance Application (Smith * Parcel ID 03806-080R) Cont. from March 25, 2014 Hearing		102-120
4. Public Hearing – Ordinance – County Administrator		121-128
5. County Staff Business		
6. Board Business		
7. Patti Hester, Advocates for Children, Inc – Jeff Berberich 20 th Annual Invitational Golf Tournament		129-130
8. Joe Kruchas – Military Training Exercise		131-143
9. Billy Traylor – County Government		
10. Public Discussion		

F.S. 286.0105:

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

CONSENT AGENDA

April 8, 2014

1. Minutes – January 14, 2014 – Regular Meeting 1-10
- January 28, 2014 – Regular Meeting 11-19

2. Agreement – FL Department of Transportation - T.R.I.P. (Final
Construction Phase of the Original Permitted
Stumphole Revetment Project) 20-39

Agreement – MRD Associates, Inc. (2014-2015 Sea Turtle &
Escarpment Monitoring) 40-43

Agreement – MRD Associates, Inc. 2014-2015 Shorebird Monitoring) 44-46

3. Bid Advertisement – South Gulf Fire Department (Two (2) Bay Additions
at the Salinas Park Station * \$110,000.00) 47

4. Contract – FL Department of Revenue (Child Support Program * Service
of Process Reimbursement) 48-72

5. Economic Development Council Recommendations 73-74

6. Gulf County Sheriff's Office – Narcotic Investigations 75

7. Inventory – Mosquito Control (Remove #72-15 * 2006 Ford X-Cab 4X4
* VIN # 1FTRX14W36NB32866 * Asset #3416 *
Surplus Price \$11,500.00) 76

- Veterans' Service Office (Remove #240-26 * Gateway
Computer * S/N 0025229286 * Model ELP500C) 77

8. Invoices – MRD Associates, Inc. – St. Joseph Peninsula – Southern
Beach Feasibility Investigation (Invoice #1656 *
\$69,127.00) 78-80

- The Ferguson Group – Federal Lobbyist (Invoice #0214574 *
\$111.36) 81-90

- UniFirst Corporation (Courthouse * Invoice #2710066845 *
\$72.25 * Maintenance * Invoice #2710066844 * \$42.03 *
Public Works * Invoice #2710066841* \$11.25 * Invoice
#2710066843 * \$63.14 * Invoice #2710066842 * \$51.04) 91-98

9. Planning – Rish Park Walkways 99

10.	Resolution – Emergency Medical Services Matching Grant	100
	Resolution – FL Department of transportation (T.R.I.P. – Stumphole 2014) .	101

JANUARY 14, 2014
PORT ST. JOE, FLORIDA
REGULAR MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Sherry Herring, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Inspector George Knight, Building Official Lee Collinsworth, Central Services Director Denise Manuel, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Gulf County Jail Captain Evette Farmer, Maintenance Superintendent Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Preble-Rish, Inc./County Engineer Clay Smallwood, III, Public Works Director Joe Danford, Assistant Public Works Director Jake Lewis, Sheriff Mike Harrison, and T.D.C. Executive Director Jennifer Jenkins.

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

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

CHAIRMANSHIP

Commissioner McDaniel assumed the seat as Chairman for 2014, and presented a plaque to Commissioner Smiley for the 2013 Chairmanship.

SENATE BILL 50 – BOARD MEETINGS

Chairman McDaniel reported in 2013 the Florida Legislature passed SB50; noting the Bill states how Boards and Chairs will conduct meetings. He stated that this Board will follow the Roberts Rules of Order, which were adopted in 2004.

POLICY – PUBLIC SPEAKING

Upon request by Chairman McDaniel, County Attorney Novak discussed the Public Speaking Ordinance (#2013-07) that was adopted by the Board, stating individuals that wish to speak before the Board can fill out a Public Speaker Form. He reported that individuals will be allotted three (3) minutes to speak and organizations will be allotted five (5) minutes. County Attorney Novak also reported that if this Form is not filled out,

there will be an opportunity at the end of the Board meeting during the public comment segment to speak for three (3) minutes.

SENATE BILL 50 – BOARD MEETINGS

Chairman McDaniel reported that Board meetings in 2014 will be different due to SB50. He requested that each Board Member, Staff, Constitutional Officer, and the Public to conduct themselves in a professional, kind, and courteous manner.

CONSENT AGENDA

Chairman McDaniel called for public comment regarding the Consent Agenda. There being no public comment, Commissioner McLemore requested to pull Item #6 (Pages 117-118). Commissioner Yeager requested to pull Item #3 (Page 35) from the Consent Agenda. Commissioner Yeager then motioned to approve the balance of the Consent Agenda. Commissioner McLemore seconded the motion, and it passed unanimously. Commissioner Yeager discussed his concerns regarding Item #3 (Page 35) that was pulled from the Consent Agenda. County Attorney Novak discussed changes (Item #3) that need to be made to the Contract and requested Board approval after the changes have been made and Attorney review. Commissioner Yeager motioned to approve Item #3 (Bid Award #1314-05 – County Mass Notification System-Everbridge, Inc., page 35) that was pulled from the Consent Agenda, contingent upon said changes and County Attorney review. Commissioner Smiley seconded the motion, and it passed unanimously. Commissioner McLemore discussed Item #6 (pages 117-118) that were pulled from the Consent Agenda. Commissioner McLemore motioned to table Item #6 (2nd Quarter invoice for Gulf County Economic Development Alliance, pages 117-118) that was removed from the Consent Agenda. Commissioner Yeager seconded the motion for discussion. After discussion, the motion then passed unanimously.

1. Minutes - September 24, 2013 – Final Budget Hearing
- October 8, 2013 – Regular Meeting
2. Approval of Checks and Warrants for December, 2013 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Bid Award #1314-05 – County Mass Notification System (Everbridge, Inc. * \$7,900.00)
4. Budget Amendment #2 – General Fund (Amend the FY 2013-2014 Budget for the General Fund by reducing the Reserve for Infrastructure Budget and increasing the Tax Collector and Clerk to Board Budget Transfer and Insurance for additional positions approved at the 12/17/2013 Special BOCC meeting. The Tax Collector was approved for \$31,000 and the Clerk was approved for \$33,737 for a total of \$64,737), as follows:

**BUDGET AMENDMENT
#2**

Amend the FY 2013-2014 budget for the General Fund by reducing the Reserves for Infrastructure Budget and increasing the Tax Collector and Clerk to Board Budget Transfer and Infrastructure for additional positions approved at the 12/17/13 Special BOCC meeting. The Tax Collector was approved for \$31,000 and the Clerk was approved for \$33,737 for a total of \$64,737.

General Fund

	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended Budget</u>
Reserve for Infrastr Fund:				
99984-95002 Reserve for Infrastr Fund	\$188,253.00	\$ 0.00	\$64,737.00	\$123,516.00
Tax Collector:				
22213-23000 Life, Health & Dental Ins	\$ 31,200.00	\$ 9,900.00	\$ 0.00	\$ 41,100.00
22213-91000 Budget Transfer to Tax Coll	\$469,699.00	\$21,100.00	\$ 0.00	\$490,799.00
Clerk to Board:				
21212-23000 Life, Health & Dental Ins.	\$ 57,093.00	\$ 9,900.00	\$ 0.00	\$ 66,993.00
21212-91000 Budget Transfer to Clerk	\$426,829.00	\$23,829.00	\$ 0.00	\$450,666.00

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 14th day of January, 2014.

(End)

5. Grant Agreement – Florida Boating Improvement Program (Saul's Creek Boat Ramp)

Grant Agreement/Resolution – Florida Department of Transportation (C.R. 386
(Overstreet Road) Signing/Pavement Markings Project),
as follows:

RESOLUTION NO. 2014-01

A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Local Agency Program has been established in conjunction with Section 334.044(7), Section 339.05, and Section 339.12, Florida Statutes, to assist small County Governments in resurfacing or reconstruction of County roads or in construction of capacity or safety improvements on County roads; and

WHEREAS, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044(7), Florida Statutes, to enter into an Agreement with Gulf County; and

WHEREAS, Gulf County has certified to F.D.O.T. that they will meet the requirements of said Section 339.05 and Section 339.12, Florida Statutes; and

WHEREAS, F.D.O.T. is willing to provide Gulf County with Federal financial assistance under Financial Management Number 413202-2-58-01 for costs directly related to **construction of the C.R. 386 (Overstreet Road) Signing/Pavement Markings Project**, hereinafter referred to as the **"PROJECT"**; and

NOW, THEREFORE, BE IT RESOLVED, by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement with F.D.O.T. for this Project, and that the Chairman, Chief Administrator, or County Grant Writer is hereby authorized to execute all necessary documents pertaining to administration of this Grant.

THIS RESOLUTION ADOPTED THIS 14TH DAY OF JANUARY, 2014.

(End)

Grant Agreement/Resolution – Florida Department of Transportation
(Resurfacing Ward Street from State Road 30 (US 98)
to Georgia Avenue), as follows:

RESOLUTION NO. 2014-02

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

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

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

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

WHEREAS, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 435194-1-58-01 for costs directly related to resurfacing of Ward Street from S.R. 30 (U.S. 98) to Georgia Avenue.

ADOPTED this 14th day of January, 2014.

(End)

6. Invoices – ****DELETE**** Gulf County Economic Development Alliance (2nd Quarter * \$20,000.00)
- Sniffen & Spellman, P.A. – Professional Litigation Services (Statement No. 11395 * \$1,400.80 * Statement No. 11531 * \$2,455.00)
 - The Ferguson Group, LLC – Federal Lobbying Services (Invoice #1113563 * \$48.86 * Invoice #0114170 * \$6,500.00)
 - UniFirst Corporation (Courthouse * Invoice #2710058967 * \$72.25 * Invoice #2710059439 * \$72.25 * Invoice #2710059943 * \$72.25 * Invoice #2710060424 * \$72.25 * Maintenance * Invoice #2710058966 * \$42.03 * Invoice #2710059438 * \$42.03 * Invoice #2710059942 * \$42.03 * Invoice #27100-60423 * \$42.03 * Invoice #2710060915 * \$42.03 * Invoice #2710061367 * \$42.03 * Public Works * Invoice #27100-58964 * \$55.27 * Invoice #2710059436 * \$55.27 * Invoice #2710059940 * \$55.27 * Invoice #2710060421 * \$55.27 * Invoice #2710060913 * \$55.27 * Invoice #27100613695 * \$55.27 * Invoice #2710058965 * \$59.39 * Invoice #27100-59437 * \$59.39 * Invoice #2710059941 * \$58.55 * Invoice #2710060422 * \$59.39 * Invoice #2710060914 * \$58.55 * Invoice #2710061366 * \$58.55 * Invoice #2710058963 * \$11.25 * Invoice #2710059435 * \$11.25 * Invoice #27100-59939 * \$11.25 * Invoice #2710060420 * \$11.25)

(End)

FIRST PUBLIC HEARING – FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE

County Attorney Novak discussed Page 178 of the Agenda. He then read the proposed ordinance by title. Upon request by Chairman McDaniel, County Attorney Novak then read the proposed whereas clauses. Chairman McDaniel called for public comment. There was no public comment. Upon inquiry by Commissioner Yeager, Planner Richardson reported that staff previously discussed with Franklin County the Thirteen Mile Road which is partially owned by Gulf County and partially owned by Franklin

County, stating this Road is a very low priority for Franklin County. Planner Richardson then discussed the Charts and Status Reports that he presented to the Board.

AWARD BID #1314-09 – SOUTH GULF FIRE DEPARTMENT / EQUIPMENT

On behalf of Fire Coordinator Price, Deputy Administrator Lanier recommended awarding Bid #1314-09 for the extricating equipment for South Gulf Fire Department to Genesis Rescue Systems (only bidder), in the amount of \$22,524.00. Commissioner Yeager motioned to approve this recommendation. Commissioner Smiley seconded the motion, and it passed unanimously.

GRANT AGREEMENT – D.O.C. / DETENTION FACILITY

Deputy Administrator Lanier requested Board approval of Grant Agreement #A3331 with the Florida Department of Corrections for the Gulf County Detention Facility, stating this Agreement is to decrease cost as to where the inmates are transferred when sent to D.O.C. Commissioner McLemore motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

LEASE – NORTH FL CHILD DEVELOPMENT / COURTHOUSE

County Attorney Novak reported that the Lease of the Old Gulf County Courthouse in Wewahitchka with North Florida Child Development has been signed and the air quality test has been performed, with minor remedial work completed. He stated that North Florida Child Development has provided the insurance certificates and the first year lease payment. Upon discussion by County Attorney Novak, Commissioner McLemore motioned to extend the time for moving their financial department into the first floor. Commissioner Smiley seconded the motion, and it passed unanimously.

WORKSHOP – E.M.S. CONTRACT / SACRED HEART HOSPITAL

County Attorney Novak noted his discussion with Roger Hall of Sacred Heart Hospital regarding an E.M.S. Transport Contract. He recommended the Board hold a workshop or place this topic on the next Agenda. Commissioner Smiley motioned to schedule a workshop to discuss this issue. Commissioner Yeager seconded the motion and it passed unanimously. Chairman McDaniel discussed his concerns regarding this matter and requested that County Attorney Novak schedule the Workshop.

BID #1314-08 - HABITAT CONSERVATION PLAN (H.C.P.)

County Attorney Novak discussed Bid #1314-08 (Habitat Conservation Plan), stating the bid deadline was extended until January 17, 2014. He reported that these sealed bids will be opened on January 20, 2014. County Attorney Novak reported that the H.C.P. will need to be completed by June, 2014. Deputy Administrator Lanier reported that January 20th is a holiday so the sealed bids will not be opened until January 21st.

RE-DISTRICTING

County Attorney Novak discussed information provided by Sniffen & Spellman, regarding the re-districting, stating that he has requested for Michael Spellman to provide a written update or make a presentation before the Board.

ROAD REPAIR – UTILITY COMPANIES

Chief Administrator Butler discussed his concerns regarding utility companies being responsible for damages created on County roads. He recommended the Board develop a mechanism to charge the utility companies (public or private) for damages to County roads. Commissioner McLemore motioned to approve this recommendation. Commissioner Bryan seconded the motion, and it passed unanimously.

COMMUNITY BUDGET ISSUE REQUEST

Chief Administrator Butler reported that there will be a Community Budget Issue Request (C.B.I.R.) funding this year, and requested Board permission to make an application to the State to extend the sewer line from the City of Port St. Joe to Beacon Hill. He also reported that the deadline is January 31, 2014. Commissioner Yeager requested that the Thirteen Mile Road improvements be added. Commissioner McLemore motioned to move forward with these two requests. Commissioner Bryan seconded the motion, and it passed unanimously.

CONTRACT – WASTE MANAGEMENT

Chief Administrator Butler discussed speaking with the City of Port St. Joe regarding their contract with Waste Pro Services. He reported that the City's waste service will expire September 30, 2014, and the County's contract with Waste Management will expire May 31, 2014. Chief Administrator Butler noted that the County is to give Waste Management a four month notice prior to the expiration date. Upon recommendation by Chief Administrator Butler, the Board had no objection to allow Chief Administrator Butler to work with the City of Port St. Joe on a joint waste contract to, (1) request an extension from Waste Management, until September 30, 2014, or (2) City get a contract extension in order to allow the County and the City to bid at the same time for waste services.

FEDERAL LOBBYIST CONTRACT – THE FERGUSON GROUP

Chief Administrator Butler discussed a letter from the Ferguson Group (Federal Lobbyist), stating they have been working on F.E.M.A. and C.B.R.A. issues, and some Port issues. Upon request by Chief Administrator Butler, Commissioner Yeager motioned to extend the Contract with The Ferguson Group. Commissioner Smiley seconded the motion, and it passed unanimously.

DEBRIS SITE – GULF COAST ELECTRIC COOPERATIVE

Chief Administrator Butler discussed a letter from Gulf Coast Electric Cooperative C.E.O. Mike White requesting space for a lay down debris yard in the Wewahitchka area. He reported the Co-op is looking at the Wetappo Site on State Highway 22. Chief

Administrator Butler stated that if the Board agrees to this lay down debris site, then the Co-op would agree to chip any debris generated by the County. He reported that if approved, G.C.E.C. will obtain the permits from D.E.P. Chief Administrator Butler discussed reporting back to the Board with a proposed agreement. The Board had no objection.

AMERICUS AVENUE DITCH

Chief Administrator Butler discussed a letter from Ralph Rish, of Preble-Rish, Inc. regarding Americus Avenue Ditch. He reported that Preble-Rish, Inc.'s proposals is to fix five (5) locations, determine the problem in those five (5) locations, and provide a detail report on how to fix the rest of the problems. Commissioner Bryan discussed reviewing this letter and would like to see a Scope of Work format. After discussion, Commissioner Bryan motioned to move forward and draft a response to Preble-Rish, Inc. Commissioner Smiley seconded the motion for discussion. After discussion, the motion then passed 3 to 1, with Commissioner McLemore voting no, and Commissioner Yeager abstaining. <Form 8B on file in the Clerk's Office>

DREDGING – PORT AUTHORITY/BEACH NOURISHMENT PROJECT

Chief Administrator Butler discussed meeting with Tommy Pitts and Engineering Firm regarding dredging the Channel from the Bay out into the Gulf. He also discussed proceeding with the permitting process to get the sand back on our Beaches. Chief Administrator Butler then discussed the need for a design permitting for the Beach Nourishment Project. Commissioner Yeager discussed the meeting and the possible need to obtain a permit for the next project.

Chairman McDaniel called for public comment.

COUNTY PUBLIC RELATIONS

Elaine Lerch, of Port St. Joe appeared before the Board to state that she is here representing a group of citizens of Gulf County who are concerned about impressions and perceptions that the Commissioners appear to demonstrate during the Board meetings. She discussed their concerns of the Commissioners behavior during Board meetings.

PROPERTY VIOLATION – PROPOSED R.V. ORDINANCE

Toye Roberts, of Port St. Joe appeared before the Board to inquire on the status of the proposed R.V. ordinance. Commissioner Yeager reported that the County worked on this ordinance for two years and there was a lot of opposition (50/50 Split). Upon inquiry by Commissioner Yeager, Chief Administrator Butler reported that there is suppose to be only one R.V. per parcel. Upon inquiry by Commissioner Bryan, Chief Administrator Butler discussed reviewing the property as complaints are submitted to the County and the L.D.R.s. After discussion, Commissioner Bryan motioned to allow Mr. Roberts additional time to speak. Commissioner Smiley seconded the motion. After discussion by Mr. Roberts, Commissioner Yeager stated that this is an issue and Code

Enforcement does address it when a complaint is submitted. After discussion, Commissioner Bryan discussed her concerns regarding the Code Enforcement Officer issuing a violation by site at his discretion even if a complaint has not been submitted.

EGRESS – STATE HIGHWAY 98 AND COUNTY ROAD 30

Commissioner Yeager discussed the matter regarding the egress at State Highway 98 and CR 30. He reported that a meeting will be held with F.D.O.T. tomorrow with the Coastal Community Association (C.C.A.) regarding the egress. Patricia Hardman, of C.C.A. appeared before the Board to state that the C.C.A. opposes the closing of the egress. She reported that the meeting will be held tomorrow at 1:00 p.m., E.T. at her office in Simmons Bayou.

FLOOD INSURANCE

Commissioner Yeager discussed the issue regarding the increase in flood insurance, stating that this is causing people to lose their homes. He suggested that everyone send letters to the Congressmen and Senators regarding this issue.

APPOINTEE – TOURIST DEVELOPMENT COUNCIL BOARD

Commissioner Yeager requested approval to remain on the T.D.C. Board for one more year. The Board had no objection.

CONSOLIDATION – CITY AND COUNTY

Commissioner Smiley discussed his concerns regarding consolidation, stating that he would like to look into consolidating the City and County's Law Enforcement, and the Building Departments.

BOARD MEETING

Commissioner Bryan thanked everyone in the community that came out to the Board meeting today and the support for open full representative Government.

TOURIST DEVELOPMENT COUNCIL

Chairman McDaniel thanked T.D.C. Director Jenkins for her hard work during the Christmas and New Year's Holidays.

Chairman McDaniel called for public comment.

MEETING MINUTES

Tom Semmes, of Wewahitchka appeared before the Board to inquire about the timely publication of the Board meeting minutes. Chairman McDaniel discussed some the lateness was due to the Holidays. After discussion by Mr. Semmes, Chairman McDaniel stated that his comment has been noted and the County will work on his concern.

There being no further business, and upon motion by Commissioner Yeager, second by Commissioner Smiley, the meeting did then adjourn at 10:38 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

ATTEST:

**REBECCA L. NORRIS
CLERK**

JANUARY 28, 2014

PORT ST. JOE, FLORIDA

REGULAR MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Lynn Lanier, Deputy Administrator Brett Lowry, Building Official Lee Collinsworth, Central Services Director Denise Manuel, Code Enforcement Officer Mike Aiken, Emergency Management Director Marshall Nelson, County Extension Agent Roy Lee Carter, G.I.S. Coordinator Scott Warner, Grant Writer Towan Kopinsky, Maintenance Superintendent Steve Mork, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Mike Harrison, and T.D.C. Executive Director Jennifer Jenkins.

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

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

CONSENT AGENDA

Chairman McDaniel called for public comment regarding the Consent Agenda. There being no public comment, Commissioner McLemore motioned to approve the Consent Agenda. Commissioner Yeager seconded the motion, and it passed unanimously, as follows:

1. C.D.B.G. Change Orders for Ratification (GC-01 Change Order #1 * \$19,623.25 * GC-02 Change Order #1 * \$1,325.00 * GC-02 Change Order #2 * \$1,106.00 * GC-02 Change Order #3 * \$4,994.00 * GC-02 Change Order #4 * \$1,146.00 * GC-02 Change Order #5 * \$1,845.00 * GC-03 Change Order #1 * \$2,692.00 * GC-04 Change Order #1 * \$12,586.00 * GC-05 Change Order #1 * \$6,550.00 * GC-05 Change Order #2 * \$60.00 * GC-05 Change Order #3 * \$1,300.00 * GC-07 Change Order #1 * \$2,425.00 * GC-07 Change Order #2 * \$1,858.00 * GC-07 Change Order #3 * \$2,020.00 * GC-08 Change Order #1 * \$4,174.00 * GC-08 Change Order #2 * \$1,534.00 * GC-09

Change Order #1 * \$9,819.00 * GC-10 Change Order #1 * \$4,351.00 * GC-10 Change Order #2 * No Cost * GC-10 Change Order #3 * \$1,041.30 * GC-10 Change Order #4 * \$540.00 * GC-11 Change Order #1 * \$14,145.00 * GC-11 Change Order #2 * \$3,550.00 * GC-11 Change Order #3 * \$1,477.00 * GC-12 Change Order #1 * No Cost * GC-12 Change Order #2 * \$1,534.00 * GC-13 Change Order #1 * \$3,850.00 * GC-13 Change Order #2 * \$850.00 * GC-13 Change Order #3 * \$17,225.00)

2. Fee Waiver – Honeyville Community Center (Florida Bass Association * February 7, 2014)
3. Grant Application - Gulf County 4-H (Jessie DuPont Foundation)
4. Invoices - UniFirst Corporation (Courthouse * Invoice #2710060916 * \$72.25 * Invoice #2710061368 * \$72.25 * Invoice #2710061841 * \$66.75 * Invoice #2710062348 * \$67.75 * Maintenance * Invoice #2710061840 * \$42.03 * Invoice #2710062347 * \$42.03 * Public Works * Invoice #2710061939 * \$58.55 * Invoice #2710061838 * \$46.45 * Invoice #2710062345 * \$55.63 * Invoice #2710062346 * \$58.55 * Invoice #27100-60912 * \$11.25 * Invoice #2710061364 * \$11.25 * Invoice #2710061837 * \$11.25 * Invoice #2710062344 * \$11.25)
5. Purchase Request – Animal Control Vehicle (State Contract)

(End)

SECOND PUBLIC HEARING – FIVE YEAR CAPITAL IMPROVEMENT SCHEDULE

County Attorney Novak discussed and read the proposed ordinance by title. Chairman McDaniel called for public comment. There being no public comment, Commissioner Yeager motioned to adopt the proposed ordinance. Commissioner Smiley seconded the motion, and it passed unanimously.

ORDINANCE NO. 2014-01

AN ORDINANCE PER THE REQUIREMENTS OF FLORIDA STATUTE 163.3177(3)(b) TO YEARLY REVIEW AND UPDATE THE GULF COUNTY FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE; ADOPTING BY REFERENCE THE GULF COUNTY SCHOOL DISTRICT 2013/2014 WORK PLAN; INCORPORATING BY REFERENCE THE UPDATED CONCURRENCY TRACKING DATA; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT THEREWITH, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 163.3177(3)(a) requires each Comprehensive Plan to have a Capital Improvement Element; and

WHEREAS, Florida Statute 163.3177(3)(a) requires the Capital Improvements Element to implement a Five (5) Year Capital Improvements Planning Period; and

WHEREAS, the Gulf County Comprehensive Plan Capital Improvements Element has identified the Five Year Capital Improvements Planning Period as the Gulf County Five Year Capital Improvements Schedule; and

WHEREAS, the Gulf County Five Year Capital Improvements Schedule will be submitted for approval after the adoption of the Gulf County Annual Budget; and

WHEREAS, Florida Statute 163.3177(3)(b) requires a Five Year Capital Improvements Schedule to be reviewed annually and amended by ordinance as necessary; and

WHEREAS, Florida Statute 163.3180(1) stipulates that only sanitary sewer, solid waste, drainage, and potable water are subject to concurrency on a statewide basis; and

WHEREAS, Gulf County under the provisions of Florida Statute 163.3180(1) and 163.3180(1)(a) has opted to continue concurrency for transportation, recreation, and open space and schools; and

WHEREAS, Gulf County has no roadways that are operating below LOS "D" as specified in the Comprehensive Plan; and

WHEREAS, D.O.T. Capital Projects or projects subject to D.O.T. grant funding listed in the D.O.T. Five Year Transportation Plan and the Gulf County Capital Improvement Schedule are subject to budget priorities by the State of Florida/D.O.T. and projects may be advanced or delayed as necessary by D.O.T.; and

WHEREAS, Gulf County has no facilities operating below LOS concurrency specified in the Comprehensive Plan; and

WHEREAS, no Gulf County project is needed to eliminate a concurrency deficit, only to maintain, improve, or enhance the quality of service; and

WHEREAS, the updated concurrency tacking data is incorporated by reference into the yearly review; and

WHEREAS, Gulf County adopts by reference the Gulf County School District 2013/2014 work plan with no financial obligations by Gulf County; and

WHEREAS, the Capital Improvement Projects of The Port of Port St. Joe are referenced as an economic benefit to Gulf County with no financial obligation by Gulf County; and

WHEREAS, projects in the Five Year Capital Improvement Schedule for Years 1, 2, and 3 are funded and projects in Years 4 and 5 can be funded or projects that are proposed pending funding; and

WHEREAS, the City of Port St. Joe has delayed the construction of the Sports Complex and therefore the Gulf County agreement to match the City of Port St. Joe contributions up to a maximum of \$600,000 has been delayed to the fifth year of the schedule or until the local economy and the burden on the tax payers has improved; and

WHEREAS, the Windmark Annexation Phase III Sewer Project for Beacon Hill by the City of Port St. Joe has delayed the construction date until additional project funding is secured; and

WHEREAS, the Gulf County Board of County Commissioners has made no Goals, Objections, or Policy text changes to the Capital Improvements Element; and

WHEREAS, the Gulf County Board of County Commissioners updates the Five Year Capital Improvement Schedule to reflect the planning period of 2013/2014 through 2017/2018; and

THEREFORE, BE IT ORDAINED, BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, AS FOLLOWS IN EXHIBIT A:

If any part of this Ordinance is held to be unconstitutionally void or invalid, the validity of the remaining part of the Ordinance shall not be affected thereby.

Any other Ordinance or portion of any Ordinance in force at the time this Ordinance becomes effective, which may be in conflict with the provisions of this Ordinance, shall be deemed to have been replaced and repealed to the extent of such conflict, otherwise, the same shall remain in full force and effect.

This Ordinance shall become effective as provided by law.

ADOPTED this 28th day of January, 2014.

(End)

MEETING MINUTES

Clerk Norris discussed the public concerns regarding the meetings minutes, stating that they are behind and are working to get them caught up.

AWARD BID #1314-10 – PUBLIC WORKS UNIFORMS

Upon recommendation by Deputy Administrator Lanier, Commissioner McLemore motioned to award Bid #1314-10 for Public Works Uniforms to UniFirst Corporation, with a contract to end September 30, 2015. Commissioner Yeager seconded the motion, and it passed unanimously.

INVOICES – UNIFIRST CORPORATION

Upon discussion by Deputy Administrator Lanier, Commissioner McLemore motioned to pay three (3) invoices from UniFirst Corporation for public works cleaning. Commissioner Smiley seconded the motion, and it passed unanimously.

DONATION – FIELD RACK

Deputy Administrator Lanier distributed a letter from Brooke Wooten and Jason Farris wishing to donate a Smithco Super Rack 13-550 field rack (Serial #5560, Model 13-550-B) to the County, with a special condition that it stay at the Honeyville Community Center Ballpark. Commissioner McLemore motioned to accept this field rack to be placed at the Honeyville Community Center Ballpark. Commissioner Bryan seconded the motion, and it passed unanimously.

TOURIST DEVELOPMENT COUNCIL – CRUISE SHIP

T.D.C. Executive Director Jenkins appeared before the Board to discuss a local committee that was formed to focus on bringing a Boutique Cruise Ship or educational ships into Port St. Joe, stating that she was asked to look at the Boutique Cruise Line, and she has been targeting three (3) different companies with the possibility of them coming into Port St. Joe. She reported that they are putting Port St. Joe on a new itinerary that will start in April, 2015, stating that this voyage will start in New Orleans, Mobile, Pensacola, Port St. Joe, and Tampa. Commissioner Yeager stated that T.D.C. Executive Director Jenkins has been working hard to get this commitment to Gulf County. The Board had no objections.

S.H.I.P. PURCHASE ASSISTANCE – SHIRLEY WALKER

Deputy Administrator Lowry appeared before the Board to report that Shirley Walker was approved in November, 2013 for Purchase Assistance up to \$30,000.00. He requested a ninety (90) day extension to allow her to obtain a first mortgage. Commissioner Yeager motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

S.H.I.P. – JOHN AND NERVENE COLVIN

Upon discussion by Deputy Administrator Lowry, Commissioner McLemore motioned to approve a Change Order, in the amount of \$8,950.00 from Crest Enterprises for John &

Nervene Colvin S.H.I.P. Project. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

MEETING – INSURANCE COMMITTEE

Deputy Administrator Lowry reported that the Insurance Committee will meet on Thursday, January 30th at 12:00 p.m., E.T. in the Board Room.

VARIANCE – NASSAR

County Attorney Novak discussed a variance that was previously granted by the Board to Joseph & Rebecca Nassar, stating that since the approval there has been questions and concerns with the property owners regarding this variance. He reported that a resolution was created between the parties and the neighboring property owners. County Attorney Novak stated that the Nassar's, through their engineer, submitted revised plans and would not need the variance and encroachment on the setback; reporting the Planner Richardson has issued a Notice of Consistency. Upon recommendation by County Attorney Novak, Commissioner Yeager motioned for this matter go back before the P.D.R.B. and Commission. Commissioner Bryan seconded the motion, and it passed unanimously.

WORKSHOP – SACRED HEART HOSPITAL

County Attorney Novak reported that he is in communication with Sacred Heart regarding scheduling a workshop to discuss E.M.S. Transport and will report back to the Board on the date.

CONTRACT – E.M.S. CONSULTANTS

County Attorney Novak discussed the Contract with E.M.S. Consultants and requested a four (4) month extension of this Contract, until after the audit review for additional recommendations/bid. Commissioner Smiley motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

SUMMARY JUDGMENT HEARING – PORT AUTHORITY

County Attorney Novak discussed attending the Summary Judgment Hearings in regards to the Capital City Bank vs The Port Authority case, stating as the Judgments come in he will update the Board and staff.

ADVERTISE R.F.P. – GARBAGE PICKUP

Upon discussion by Chief Administrator Butler, Commissioner Yeager motioned to advertise to receive sealed bids for R.F.P.s for garbage pickup. Commissioner Smiley seconded the motion for discussion. After discussion, the motion then passed unanimously.

APPLICATIONS – COMMUNITY BUDGET ISSUE REQUEST

Chief Administrator Butler reported that there are currently two (2) C.B.I.R. applications being submitted: (1) Beacon Hill sewer (\$4.3 Million) and (2) Thirteen Mile Roadway

(\$1.5 million). Upon request by Chief Administrator Butler, Commissioner McLemore motioned to submit these two (2) C.B.I.R. applications by January 31, 2014. Commissioner Smiley seconded the motion, and it passed unanimously.

ENTERPRISE ZONE – BOUNDARY LINES

Chief Administrator Butler discussed receiving a notice from Department of Economic Opportunity that the Enterprise Zone boundary lines have been approved, retroactive back to January 1, 2014 and will sunset December 31, 2015.

APPOINTEE – ECONOMIC DEVELOPMENT ALLIANCE

Commissioner McLemore motioned to appoint Christy McElroy to the E.D.A. Board. Commissioner Yeager seconded the motion for discussion. After discussion, the motion then passed 4 to 1, Commissioner Bryan voting no.

MEETING – BRITISH PETROLEUM CONSORTIUM

Commissioner Yeager reported that he attended a B.P. Consortium meeting in Tallahassee last Friday; stating that funds should be distributed in March, 2014. He reported that the plan has to be approved by the Reserves.

MEETING – STATE HIGHWAY 98 INTERSECTION

Commissioner Yeager discussed attending the meeting with F.D.O.T. regarding the egress at Highway 98 and CR-30, stating there is a lot of discussion and should have an answer by Tuesday.

WATER DRAINAGE

Deputy Administrator Lanier called Gregory & Catherine Klein who were on the Agenda to speak on water drainage on property from construction. Mr. & Mrs. Klein were not present.

NEW GULF COUNTY BUSINESS

Deputy Administrator Lanier called Alex Mouton, of M3 Services to appear before the Board to speak on New Gulf County Business. Mr. Mouton appeared before the Board (5 minutes per Chairman) to discussed his intent to bring approximately 100 jobs to Gulf County within the next three years through M3 Services. He noted the main goal is government defense in the aero space industry; stating their goal is to bring the work back to Gulf County.

CIVIC CIVILITY

Deputy Administrator Lanier called John Comer, DD, Church of Our Founding Fathers to appear before the Board to speak on Civic Civility. Mr. Comer appeared before the Board to discuss his concerns regarding a news release on CNN regarding Gulf County being named the fourth in the Nation to likely file bankruptcy in 2014. After discussion by Mr. Comer, Commissioner Yeager motioned to allow Mr. Comer additional time to speak. Commissioner Smiley seconded the motion, and it passed unanimously. Mr.

Comer presented a handout to the Board for review. Chairman McDaniel stated he has not seen anywhere that Gulf County is going bankrupt. Clerk Norris discussed various factors that are considered for these polls, other than financial conditions.

R.O.W. ABANDONMENT – CINNAMON HILL

Deputy Administrator Lanier called The Studstill Law Firm, PLLC to appear before the Board to speak on the Right-of-Way abandonment at Cinnamon Hill. Private Attorney Clayton Studstill appeared before the Board to request R.O.W. abandonment on behalf of the Cinnamon Hill Property Owners Association. He reported that the Association has received cooperation from one adjacent property owner and no opposition from the other adjacent property owner. Commissioner McLemore discussed looking at the property site. Upon inquiry by Commissioner McLemore, Chief Administrator Butler discussed meeting with a property owner regarding the request for an abandonment of right-of-way, reporting that the Board should not have any objection to this request as long as all property owners are in agreement. Attorney Studstill discussed the Arnold's possible opposition; stating they have their own road access. After discussion, County Attorney Novak discussed the abandonment process. Commissioner Yeager motioned to start the process for a right-of-way abandonment at Cinnamon Hill. Commissioner Bryan seconded the motion for discussion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously.

Chairman McDaniel called for public discussion.

C.D.B.G. HOMES

Patricia Hardman, of Port St. Joe appeared before the Board to discuss the completion of one of the C.D.B.G. Homes. She thanked the Board for offering this program and thanked Grant Writer Kopinsky for her work regarding this project.

MEETING – COASTAL COMMUNITY ASSOCIATION

Patricia Hardman, of Coastal Community Association invited the Commissioners to attend their meeting on Saturday, February 1st at 10:00 a.m. at the St. Joseph Country Club which is also open to the public.

STATE HIGHWAY 98 AND COUNTY ROAD 30

Patricia Hardman discussed the meeting with F.D.O.T. regarding the egress at State Highway 98 Intersection.

AMERICUS AVENUE DITCH

Ralph Rish, of Preble-Rish, Inc. appeared before the Board to discuss a letter that was submitted to the Board regarding the Americus Avenue Ditch. He reported that County Attorney Novak drafted a Memorandum of Understanding and inquired if the Board was ready for Preble-Rish, Inc. to start the repairs. After discussion by Commissioner Bryan, Chairman McDaniel stated that Preble-Rish, Inc. is under no obligation to do anything

on Americus Avenue Ditch. Commissioner Smiley discussed his concerns regarding this project, stating that Mr. Rish has no obligation to this issue. Commissioner Smiley motioned to accept the Memorandum of Understanding. Commissioner McLemore seconded the motion for discussion. After discussion, Chairman McDaniel called for the vote. The motion then passed 3 to 1, with Commissioner Bryan voting no and Commissioner Yeager abstaining due to a business relationship with Preble-Rish, Inc. <Form 8B on file in Clerk's Office>. Tom Graney appeared before the Board to thank Preble-Rish, Inc. for stepping forward to fix five (5) issues, and discuss the letter submitted by Preble-Rish, Inc. He requested that the Board address the County Bid process. After discussion by Mr. Graney, Commissioner Bryan motioned to allow Mr. Graney additional time to speak. Commissioner Smiley seconded the motion. After further discussion, Commissioner Bryan stated for the record that she submitted eleven (11) questions to Chief Administrator Butler regarding this project and that the Board voted to remove this information from the record. After discussion by Commissioner Bryan, Ralph Rish appeared before the Board to report that the contractor was paid approximately \$345,000.00 for this project and discussed the Memorandum of Understanding. After discussion, County Attorney Novak discussed the Memorandum of Understand and then read Section 4 of the Memorandum of Understand for the record. County Attorney Novak recommended the Board re-do the vote due to the lack of calling for public comment prior to the vote. As recommended, Chairman McDaniel called for public comment. There being no additional public comment, Commissioner Smiley stated his Motion stands. Commissioner McLemore stated his second stands. The motion then passed 3 to 1, with Commissioner Bryan voting no and Commissioner Yeager abstaining due to a business relationship with Preble-Rish, Inc. <Form 8B on file in Clerk's Office>

WEATHER UPDATE

Emergency Management Director Nelson appeared before the Board to give an update regarding the Winter Weather Warning, stating there will be freezing ice and rain in the North end of the County. He reported that low freezing temperatures are expected and there are concerns with possible power outages. Emergency Management Director Nelson discussed the weather conditions with the Gulf County School Board, Gulf County Health Department, and Sacred Heart Hospital due to travel concerns.

There being no further business, and upon motion by Commissioner McLemore, second by Commissioner Yeager, the meeting did then adjourn at 10:28 a.m., E.T.

**WARD MCDANIEL
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT

This Transportation Regional Incentive Program Agreement ("Agreement") is between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, ("DEPARTMENT") and GULF COUNTY, ("COUNTY").

RECITALS

- A. The DEPARTMENT has the authority, under Section 334.044, Florida Statutes (F.S.) to enter into this Agreement.
- B. The Transportation Regional Incentive Program was created by Section 339.2819, F.S. to provide funds to improve regionally significant transportation facilities in "regional transportation areas" created pursuant to Section 339.155, F.S.
- C. The COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Section 339.2819, F.S.
- D. The BAY, GULF, HOLMES, WASHINGTON REGIONAL TRANSPORTATION PLANNING ORGANIZATION, acting as a designated regional partnership under Section 339.155, F.S. and formed by an interlocal agreement designated CAPE SAN BLAS as a regional facility by resolution, a copy of which is incorporated into this Agreement and attached as Exhibit 3.
- E. The DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 422457-33801 ("PROJECT") in accordance with Section 339.2819, F.S.
- F. The COUNTY by Resolution No. _____ dated the ___ day of _____, (month), (year), a copy of which is attached to and made a part of this Agreement as Exhibit 2, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.

AGREEMENT

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. SERVICES AND PERFORMANCE

- A) The PROJECT consists THE FINAL CONSTRUCTION PHASE OF THE ORIGINAL PERMITTED STUMPHOLE REVETMENT PROJECT IN GULF COUNTY (N TEST SITE D3A ENT TO COASTLINE DRIVE) as further described in Exhibit A which is attached to and made a part of this Agreement.
- B) The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the

114 APR -2 PM 12 36
 COUNTY OF GULF
 CLERK OF COUNTY
 1000 W. GULF BLVD.
 GULF BLDG. 2ND FLOOR
 GULF COUNTY, FL 32560

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construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. The COUNTY shall provide the DEPARTMENT with quarterly progress reports.
- D) The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the COUNTY during the term of the Contract to perform employment duties within Florida and all persons, contractors, including subcontractors, assigned by the COUNTY to perform work pursuant to the contract with the Department.
- E) The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- F) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:

**DEPARTMENT OF TRANSPORTATION
1074 HWY 90
CHIPLEY, FL 32428
ATTN: BRYANT PAULK**

TO COUNTY:

**GULF COUNTY BOCC
1000 CECIL G. COSTIN, SR. BLVD
RM 312
PORT ST. JOE. FL 32456
ATTN: TYNALIN SMILEY, CHAIRMAN**

2. TERM

- A) The COUNTY shall perform the PROJECT activities in accordance with the following schedule as further described in Exhibit B (Schedule of Services) which is attached and made a part of this Agreement:

(1) Construction to be completed on or before 09/01/2016

- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

3. COMPENSATION AND PAYMENT

- A) The COUNTY and the DEPARTMENT agree to share the cost of this PROJECT (422457-33801). The COUNTY agrees to provide one-half (1/2) of the costs for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half

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(1/2) (not to exceed 50 percent of project costs) pursuant to Section 339.2819, F.S.

- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$854,870 (eight hundred fifty four thousand eight hundred seventy dollars and no cents). The estimated COUNTY share of the PROJECT is \$427,435 (four hundred twenty seven thousand four hundred thirty five dollars and no cents). The estimated DEPARTMENT share of the PROJECT is \$ 427,435 (four hundred twenty seven thousand four hundred thirty five dollars and no cents). The parties further agree all remaining costs of the PROJECT will be borne by the COUNTY.
- D) In the event the COUNTY proceeds with the construction of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).
- ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- iii) Gulf County meets the statutory definition of "rural" as specified in Fla. Stat. 288.0656 (2)(9b), and have three or more "economic distress" conditions identified in Fla. Stat. 288.0656 (2)(a), F.S. The AGENCY has been deemed eligible for a waiver or reduction in funding requirements of the Transportation Regional Incentive Program.
- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT under Section 334.044 (29), F.S. Invoices (4 copies) shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit A (Scope of Services). Deliverables must be received and accepted in writing by the DEPARTMENT'S Contract Manager prior to payments.
- D) Entities providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services.

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The duties of this individual include acting as an advocate for COUNTIES who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

- E) Funds transferred to the COUNTY by the DEPARTMENT shall be segregated from other funds and invested by the COUNTY until their actual expenditure, in such income or revenue-producing investments as authorized by law for other COUNTY funds. All income, interest, or other revenues obtained from such investment shall be considered funds of the DEPARTMENT. The income, interest, or other revenues shall be remitted to the DEPARTMENT on a quarterly basis within fifteen (15) days of the close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the PROJECT, all remaining income, interest, or other revenues shall be returned to the DEPARTMENT. All refund or interest checks shall be made payable to: Florida Department of Transportation, and mailed to the DEPARTMENT address in Paragraph 1.F) of this Agreement; with the Project Number referenced and information included that identifies the interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.
- F) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), F.S., are incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year.”

- G) Any PROJECT funds made available by the DEPARTMENT pursuant to this Agreement which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.

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- H) Travel costs will not be reimbursed.
- I) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

4. CAPITAL IMPROVEMENTS AND ROADWAY LEVEL OF SERVICE

- A) The PROJECT must be identified in the capital improvements element of the comprehensive plan that has been determined to be in compliance with Part II of Chapter 163, F.S. and with local government comprehensive plan policies relative to corridor management. The DEPARTMENT shall give priority consideration to projects with committed local funds. The PROJECT must be identified as a funded project in the capital improvements element. The capital improvements element must also include standards to ensure the availability of transportation facilities and the adequacy of those facilities to meet established acceptable levels of service. The intergovernmental coordination element requires coordination in establishing level of service standards for transportation facilities operated and maintained by the DEPARTMENT.
- B) The logical termini for the PROJECT are
- C) The COUNTY agrees that upon execution of this Agreement the level of service for the segment of CAPE SAN BLAS between the logical termini specified in (B), above, shall be established in coordination with the DEPARTMENT. Upon execution of this Agreement the level of service will be B.

5. IN-KIND SERVICES AND RIGHT OF WAY DONATIONS (if applicable)

- A) In-kind services are goods, commodities, or services received in lieu of cash payments. Goods and commodities should be valued based on their current market value.
- B) Property donated by local governments for right of way as the local share for a qualified project, must comply with the requirements of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710, if federal funds will be used in any phase of the project. Other requirements for the acquisition of rights of way should be determined in accordance with guidelines established by the Office of Right of Way.
- C) The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement by reference.

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- D) The excess of an in-kind match valued in excess of the required match will not generally be applied towards another project. On a case by case basis, an exception may be made for project segments in a regional corridor that are part of an implementation plan for that corridor.

6. INDEMNITY AND INSURANCE

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

- B) The COUNTY hereby agrees to defend, indemnify, save and hold harmless the DEPARTMENT, including its officers, agents and employees, from all suits, actions, claims, demands, damages and liabilities of any nature whatsoever arising out of any intentional, negligent, or wrongful act(s) or omission(s) by the COUNTY, including its agents, employees, contractors, subcontractors, consultants or subconsultants, which occur or are alleged to have occurred in connection with the PROJECT. This provision does not apply to the extent any such acts or omissions are made by the DEPARTMENT. This paragraph shall not be construed as a waiver of either party's sovereign immunity.

C) LIABILITY INSURANCE.

The COUNTY shall cause the DEPARTMENT to be an Additional Insured on any and all liability policies which provide coverage for tort liability to the COUNTY in connection with its operations relating to the PROJECT. The COUNTY shall furnish evidence of such coverage to the DEPARTMENT prior to the commencement of such operations in the form of an ACORD Certificate of Liability Insurance together with copies of any and all applicable Additional Insured endorsements. In the event the COUNTY has no such insurance coverage but instead maintains a self-insurance fund to cover such liabilities, the COUNTY agrees it shall disclose to the DEPARTMENT the amount of such self-insurance available. At a minimum, such self-insurance shall be sufficient to cover the amounts for claims set forth in s. 768.28(5), F.S. (2012).

In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must cause its contractor and/or consultants to comply with Section 7-13.2 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended. (The Standard Specifications include a general liability policy for bodily injury of \$1,000,000 per person and subject to the per person limit for a total of \$5,000,000 per occurrence and property damage of \$50,000 for each occurrence and subject to the occurrence limit for a total of \$100,000 during the policy period.) The DEPARTMENT must be included as an additional insured party on such contractor's and/or consultant's liability insurance policies.

- D) WORKERS' COMPENSATION. The COUNTY shall also carry, and cause any contractors, subcontractors, consultants and subconsultants it may enter agreements with

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in connection with the PROJECT to carry, Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.

- E) The COUNTY shall forward, within 5 (five) days of its receipt, copies of any notices of cancellation or any other communications it receives that are related to any and all policies of insurance referenced in paragraphs B - D above and which affect or potentially affect such coverage available to the DEPARTMENT.

7. COMPLIANCE WITH LAWS

- A) The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F. S., made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, F. S.

8. AUDIT AND MONITORING REQUIREMENTS

- A) The administration of resources awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section. In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by the DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by DEPARTMENT staff regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
- B) The COUNTY, as a non-state entity as defined by Section 215.97(2)(m), F.S., is required to have audits performed annually using the following criteria:
- i) In the event that the COUNTY expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of the COUNTY, the COUNTY must have a state single or project-specific audit for such fiscal

year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the state CFO; and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the COUNTY shall consider all sources of state financial assistance received from DEPARTMENT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii) In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), F.S., and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii) If the COUNTY expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the COUNTY expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from non-state entity's resources (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).
- iv) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.
- v) The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- vi) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the state CFO, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.
- vii) Copies of reporting packages, reports, or management letters required by this Agreement shall be submitted by or on behalf of the COUNTY directly to the following offices:

Florida Department of Transportation
1074 Hwy 90
Chipley, FL 32428
ATTN: Alicia Brininger

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

- viii) Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, as applicable.
 - ix) The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit or for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.
 - x) The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The COUNTY shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- (C) The COUNTY must include the audit and record keeping requirements in this Section 8 in contracts and subcontracts entered into by the COUNTY with any party for work required in the performance of this Agreement.
- (D) The COUNTY shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide the DEPARTMENT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the COUNTY; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the COUNTY and payments made pursuant to such orders, shall be maintained by the COUNTY in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

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

9. TERMINATION AND DEFAULT

- A) This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice. If the DEPARTMENT is terminating the Agreement, the DEPARTMENT shall notify the COUNTY of such termination with instructions as to the effective date of termination or specify the state of work at which the Agreement is to be terminated.
- B) If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.
- C) In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- A) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is

Updated 7/20/12

agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the COUNTY and the DEPARTMENT.

- B) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- C) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- D) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 9 Termination and Default.
- E) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- F) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F. S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- G) The COUNTY:
 - i) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and
 - ii) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

GULF COUNTY, FLORIDA

ATTEST

_____		_____	
CLERK	(Seal)	TITLE	
_____		_____	
	Date	Print Name	Date

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

DISTRICT THREE DIRECTOR

Print Name Date

Legal Review:

Date

See attached Encumbrance Form for date of funding approval by Comptroller

EXHIBIT - 1

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency:	Florida Department of Transportation
Catalog of State Financial Assistance:	Transportation Regional Incentive Program (55.026)
Amount:	\$427,435

Compliance Requirements

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155, Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses not to exceed 50 percent of project costs. Operations are not covered through Transportation Regional Incentive Program.
5. The project is included or eligible for inclusion in the Department's adopted Work Program pursuant to Section 339.135, Florida Statutes.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

EXHIBIT - 2
COPY OF RESOLUTION

**Exhibit A
SCOPE OF SERVICES**

**Exhibit B
SCHEDULE OF SERVICES**

**Exhibit C
SCHEDULE OF FUNDING**

Exhibit D
PROVISIONS FOR ADVANCED PAYMENTS (If Applicable)
(Reference section 3.D in AGREEMENT)

- A. The DEPARTMENT agrees to pay an amount of \$_____ which is equal to 15% of the DEPARTMENT's maximum participation of the estimate of the cost of the PROJECT.
- B. The advanced amount shall be paid to the COUNTY after execution of this AGREEMENT and within the fiscal year of the project funding in the DEPARTMENT'S Adopted Work Program as of the date of execution.
- C. The amount advanced after execution shall be applied toward latter months payments or at the completion of the PROJECT.
- D. The COUNTY will submit an invoice for the advance. _____

Any unexpended funds remaining at the conclusion/termination of the AGREEMENT shall be returned to the DEPARTMENT within ___ days of the completion/termination of the project

Exhibit E
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the (_____), Florida

PROJECT DISCRPTION _____

FINANCIAL MANAGEMENT ID# _____

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

(COUNTY _____, Florida)

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

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

SEAL:

By: _____, P.E.
Name: _____
Date: _____

SUPPLEMENTAL AGREEMENT 2014-8.1
St. Joseph Peninsula, Gulf County, Florida
Sea Turtle and Escarpment Monitoring 2013
 March 15, 2014

SCOPE OF WORK

The last load of sand was placed within the limits of the 7.5-mile "St. Joseph Peninsula Beach Restoration Project" [PROJECT] on January 03, 2009. Pursuant to the U.S. Fish and Wildlife (USFWS) Biological Opinion FWS Log 4-P-07-056 (Item 10 of the Terms and Conditions – Protection of Species), and the terms of the Gulf County Habitat Conservation Plan (HCP), Sea Turtle and Escarpment Monitoring is required to be conducted on an annual basis. This SCOPE OF WORK is to supply all personnel, labor, materials and incidentals required to conduct the required monitoring surveys and reporting, including supervision, equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for complete performance of these services and obligations. The following services will be provided by the Gulf County Turtle Patrol [Turtle Patrol], the University of Florida IFAS Unit Wildlife Ecology and Conservation, and MRD ASSOCIATES, INC. [MRD] to GULF COUNTY [COUNTY]:

1.0. MONITORING SERVICES

1.1. Survey Limits and Timeframes

The surveys shall be conducted daily between May 1st and October 31st, and shall cover the entire 5.9-mile length of the "County Beach Segment" [PROJECT] that extends from the southern boundary of the St. Joseph Peninsula State Park (R-74.8) south to the Stumphole Revetment at R-105.5 (south). The nesting surveys shall be conducted daily between sunrise and 09:00 a.m. and consist of one round-trip "sweep" of the PROJECT. The Florida Park Service will be responsible for conducting daily monitoring, relocation services, data collection and reporting for the 1.6 mile "State Park Beach Segment".

1.2. Monitoring, Relocation and Data Collection

Crawl and nesting activity data shall be obtained. Data collected during surveys will include number and type of false crawls, number of nests, and location of nests. Crawl and nest locations will be marked with a hand-held sub-meter GPS and will be recorded in latitude and longitude. Any abnormalities in crawls or nests will be documented as well as any signs of disorientation in the nesting female. The following measurements will be taken and recorded: crawl width, crawl length, height of crawl (and/or nest) above the mean high water mark, distance from nest to nearby structures (natural or man-made), number of eggs, and depth to top of clutch. The nest will be marked with four stakes, flagging tape, and a FWC turtle sign. Additional stakes will be placed in the dune in case the nesting stakes are removed.

All nests will be checked daily during the morning "sweep" for signs of disturbance, depredation or erosion. The number of nests inundated, lost to erosion, disturbed or depredated will be recorded. Beginning at 45 days incubation, nests will be observed for signs of hatching. Hatching inventories will be conducted following all standard FWC protocols. Hatchling emergences will be observed for signs of disorientation. Data collected will include the number of: un-hatched eggs, depredated eggs, live pipped eggs, dead

pipped eggs, live hatchlings in the nest, dead hatchlings in the nest, hatchlings emerged, hatchlings disoriented and hatchlings depredated.

1.3. Reports

Reports on all nesting activity shall be prepared for the nesting season and shall include daily report sheets noting all activity, nesting success rates, hatching success of all relocated nests, hatching success of a representative sampling of nests left in place (if any), names of all personnel involved in nest surveys and relocation activities, and any other information or data listed in Task 1.2 above. Data should be reported separately for the restored areas (R-74.8 to R-105.5) and for the un-restored length of adjacent southern beach (R-105.5 to R-109, if available). Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted to the COUNTY by December 15th of the same year.

1.4. Dead, Injured or Threatened Sea Turtle

Upon locating a dead, injured, or sick endangered or threatened sea turtle specimen, initial notification must be made to the FWC at 1-888-404-FWCC. Care should be taken in handling sick or injured specimens to ensure effective treatment and care and in handling dead specimens to preserve biological materials in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured endangered or threatened species or preservation of biological materials from a dead animal, the finder has the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

1.5. Weekly Escarpment Surveys

Weekly escarpment surveys of the PROJECT (R-74.8 to R-105.5) shall be conducted during the sea turtle monitoring (May 1st to October 31st), and shall include the following:

The number of escarpments and their location relative to DNR-DEP reference monuments shall be recorded during each weekly survey and reported relative to the length of the beach surveyed (e.g., 50% scarps). Notations on the height of these escarpments shall be included (0 to 2 feet, 2 to 4 feet, and 4 feet or higher) as well as the maximum height of all escarpments.

Weekly escarpment survey results shall be submitted to the COUNTY or their representative within three (3) days of survey completion. An annual summary of escarpment surveys and actions taken must be submitted to the COUNTY by December 15th of the same year.

2.0. MONITORING PROGRAM OVERSIGHT AND REPORTING

The services under Section 2.0 are to supply all personnel and labor required to provide oversight and reporting services of the daily monitoring surveys. Monitoring oversight services will extend from April 1st through December 15th upon completion of the annual monitoring report. Daily services will extend from May 1st to October 31st (sea turtle nesting season). These oversight services include, but not limited to:

- 2.1. Provide oversight, direction and monitor the progress of the Turtle Patrol members on FWC/USFWS methods and procedures in conducting, reporting and nest monitoring and

SUPPLEMENTAL AGREEMENT 2014-8
St. Joseph Peninsula, Gulf County, Florida

Sea Turtle and Escarpment Monitoring 2014

relocation services (Task 1.2 above) to ensure that the permit conditions are met. This shall include escarpment monitoring and reporting.

- 2.2. Coordinate with the Turtle Patrol to ensure that daily survey schedules are met;
- 2.3. Coordinate with the Turtle Patrol and COUNTY on the weekly escarpment survey and reporting. These reports shall be submitted by the Turtle Patrol to the COUNTY or their representative within three (3) days of survey completion;
- 2.4. Compile and review the data collected by the Turtle Patrol to ensure the information and format requirements are met;
- 2.5. Review the annual monitoring report. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted to the COUNTY by December 15th of the same year; and,
- 2.6. Oversee the relocation of turtle nests – only if relocation is required.

DELIVERABLES

Refer to individual tasks.

PROJECT SCHEDULE AND COMPENSATION

This Scope of Work will commence on April 1, 2014 and end on March 31, 2015. The COUNTY shall pay MRD the lump sum fees and expenses of \$47,700.00 for this work and will be invoiced the COUNTY in April 2014.

Michael R. Dombrowski

Michael R. Dombrowski, President
 MRD Associates, Inc.

Ward McDaniel, Chair
 Gulf County Board of County Commissioners

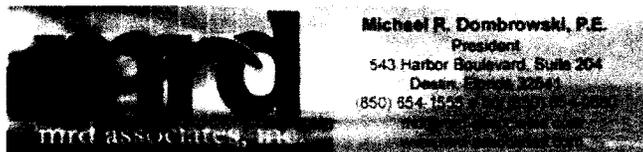
Lynn Lanier

From: Michael Dombrowski <md@mrd-associates.com>
Sent: Monday, March 31, 2014 2:12 PM
To: Donald Butler
Cc: Lynn Lanier; Jennifer Jenkins (Jennifer@VisitGulf.com); Towan Kopinsky (tkopinsky@gulfcounty-fl.gov)
Subject: SJP Shorebird Monitoring Scope of Work - MRD Associates
Attachments: 2014-03-15 SJP Shorebird Monitoring Scope of Work 2014-8.2.pdf

Don,

Attached is the 2014-2015 Shorebird Monitoring Scope of Work for consideration by the BCC at the next available meeting. These monitoring services are required by the USFWS Biological Opinion and the USACE permit. Please note that there is no increase in costs compared to the 2013-2014 contract. Should you have any questions please feel free to contact me at 850.654.1555.

Thank you.



RECEIVED
 DIVISION OF ENVIRONMENTAL
 QUALITY CONTROL
 2014 APR - 2 PM 12:34

SUPPLEMENTAL AGREEMENT 2014-8.2

St. Joseph Peninsula Beach Restoration Project

Post-Construction Shorebird Monitoring Services

March 15, 2014

SCOPE OF WORK

Pursuant to Pursuant to the U.S. Fish and Wildlife (USFWS) Biological Opinion FWS Log 4-P-07-056 (Item 12 of the Terms and Conditions – Protection of Species), annual shorebird surveys are required between February 15, 2014 and February 14, 2015. MRD ASSOCIATES, INC. [ENGINEER] will provide the following services along the 7.5 mile St. Joseph Peninsula Beach Restoration Project [PROJECT] for GULF COUNTY [COUNTY].

Task 5.0. SHOREBIRD MONITORING PROGRAM

Surveys for nesting and non-breeding shorebirds will be conducted by trained, dedicated individuals (Shorebird Monitor) with proven shorebird identification skills and avian survey experience. The surveys will be conducted by Ms. Barbara Ells and will use the following survey protocols:

- a) Bi-monthly (once every two weeks) surveys shall be conducted between February 15, 2014 and February 14, 2015 under this authorization.
 1. At Least one of the bi-monthly surveys April through October shall occur on a weekend to document the amount of recreational pressure potentially occurring along the PROJECT shoreline.
- b) Nesting shorebird surveys of the PROJECT limits shall continue through August or through fledgling or loss of identified nests or hatchlings, whichever is later. Non-breeding surveys shall be conducted concurrently with nesting surveys and extend to February 2015.
- c) Surveys will be conducted by traversing the length of the PROJECT area and visually inspecting, using binoculars or spotting scope, for the presence of shorebirds exhibiting breeding behavior.
- d) An ATV will be used to cover large project areas and will be operated at a speed of less than 6 mph, shall be run at or below the high-tide line, and the Shorebird Monitor will stop at no greater than 200 meter intervals to visually inspect for nesting activity.
- e) Once breeding is confirmed by the presence of a scrape, eggs, or young, the Bird Monitor will notify the Regional Non-game Biologist of the FWC at (561) 648-3205 within 24 hours.
 1. All breeding activity will be reported to the FWC Beach-Nesting Bird website (<http://myfwc.com/shorebirds/BNB/default.asp>) within one week of data collection.
 2. Observations of breeding and non-breeding shorebirds should be reported to the Shorebird- Seabird Occurrence Database within one month of collection.
- f) Surveys of the Gulf beaches for piping plover use within the PROJECT limits shall be documented bi-monthly and concurrently with nesting and non-breeding surveys. Information shall be maintained in a database (i.e., Access or Excel). Negative survey data and the amount and type of recreational pressures will also be documented. Locations of piping plovers shall be recorded using a Global Positioning System (GPS) and incorporated into the database. When piping plovers are seen, the habitat type (intertidal area, mid-beach etc.) and behavior (foraging, roosting, etc.) should also be recorded into the spreadsheet.

SUPPLEMENTAL AGREEMENT 2014-8.2
St. Joseph Peninsula Beach Restoration Project

Shorebird Survey Services 2014

- g) Data collected on non-breeding shorebirds will be compatible with, and reported to, the Shorebird-Seabird Occurrence Database (<http://myfwc.com/shorebirds/Obs/default.asp>). Surveys for non-breeding shorebirds will be conducted once every 2 weeks. The purpose of this data collection is to provide valuable information on the use of restored beaches to shorebirds.

FINAL DELIVERABLES

Refer to individual Task Descriptions.

PROJECT SCHEDULE

Bi-monthly (once every two weeks) surveys shall be conducted for a one-year period between February 15, 2014 and February 14, 2015.

COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay MRD the "Not-To-Exceed" fees and expenses of \$5,800.00 for this work. MRD will invoice the COUNTY for one-half of the fees and expenses in June 2014 and the balance (one-half) upon completion of the work in February 2015.



Michael R. Dombrowski, President
MRD Associates, Inc.

Ward McDaniel, Chair
Gulf County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
FIRE COORDINATOR

Brad Price

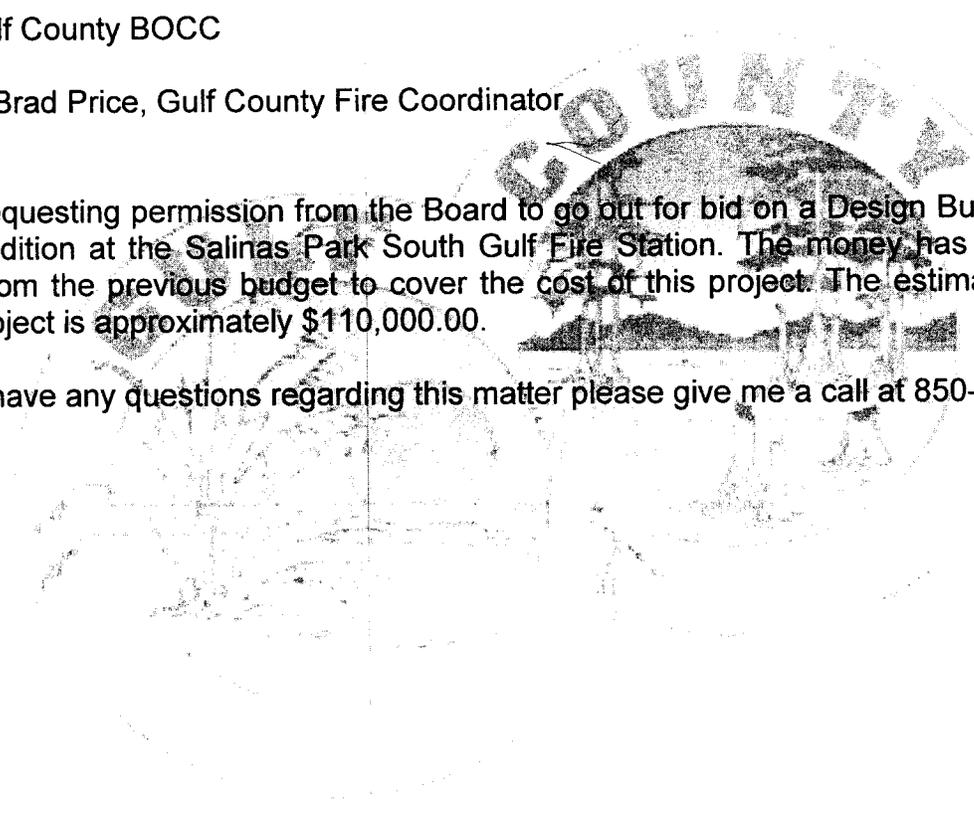
1000 CECIL G. COSTIN SR. BLVD., ROOM 310 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcounty-fl.gov
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

To: Gulf County BOCC

From: Brad Price, Gulf County Fire Coordinator

I am requesting permission from the Board to go out for bid on a Design Build for a two bay addition at the Salinas Park South Gulf Fire Station. The money has been rolled over from the previous budget to cover the cost of this project. The estimated cost of this project is approximately \$110,000.00.

If you have any questions regarding this matter please give me a call at 850-227-8353.



APR 2 2014
11:12 AM
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT
DATE 4/8/14
BB

CARMEN L. McLEMORE
District 1

WARD McDANIEL
District 2

BILL WILLIAMS
District 3

TAN SMILEY
District 4

WARREN YEAGER
District 5

Zimbra

48
bnorris@gulfclerk.com**Fwd: Gulf County New SOP Contract with DOR 2014****From :** Becky Norris <bnorris@gulfclerk.com>

Fri, Mar 21, 2014 03:12 PM

Subject : Fwd: Gulf County New SOP Contract with DOR 2014

1 attachment

To : Jeremy Novak <jtnovak@novaklaw.us>, Don Butler <dbutler@gulfcounty-fl.gov>**Cc :** Mike Harrison <mharrison@gcso.fl.gov>, Kari Summers <ksummers@gulfclerk.com>**Bcc :** Sherry E. Herring <sherry.herring@gulfclerk.com>, Donna Ray <dray@gulfclerk.com>

Don/Jeremy:

The attached 3-year contract with DOR is an ongoing agreement to reimburse the Board 66% of the Service of Process cost associated with the Sheriff's service of process related to State Child Support cases. The Sheriff provides my office with a list (monthly) of child support papers/writs he has served for DOR and my office files for reimbursement on behalf of the Board.

I will place it in the basket for the next consent agenda and Board approval.

Thanks,
Becky

*Rebecca L. (Becky) Norris
Gulf County Clerk of the Circuit Court
1000 Cecil G. Costin, Sr. Blvd., Room 148
Port St. Joe, Florida 32456
(850) 229-6112
(850) 229-1990 - Fax
bnorris@gulfclerk.com*

2014 APR -2 PM 12:35
 RECEIVED
 CLERK OF THE CIRCUIT COURT
 GULF COUNTY, FLORIDA

"Under Florida Law email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by telephone or in writing."

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited."

From: "Heather Rosenberg" <RosenbeH@dor.state.fl.us>**To:** bnorris@gulfclerk.com**Cc:** dray@gulfclerk.com**Sent:** Friday, March 21, 2014 2:24:58 PM

48 4 U

Subject: Gulf County New SOP Contract with DOR 2014

Hi Becky and Donna,

Upon review of my files I've found that the current contract for service of process and writs with your county expires on June 30, 2014. I've attached for your review and signature a copy of the new contract. Once everything has been signed, please email the document back to me for execution by the Department.

Please note that page 10 requires you to fill in some information in blue ink, and that pages **12, 16, 17, 18, and 19** require signature, also in blue ink please.

I have also attached a copy of the blank excel file for your billing office to use as the *Invoice* form with the associated *Substantiation Report To Invoice*, as noted in Exhibits 1 & 2 on pages 20-21 of the new contract.

In order to have the new contract fully executed by both parties, I need to have your signed copy back as soon as possible but definitely prior to June 1, 2014. As you may know, June is the end of Florida's fiscal year, so getting the signed contract back as quickly as possible allows the procurement office time to have it executed and in place prior to the expiration of the current contract.

If I can be of further assistance, please do not hesitate to call me.

Respectfully,

Heather Cox Rosenberg
Contract Manager
Florida Department of Revenue
Child Support Enforcement
(850) 617-8050

NOTIFICATION TO RECIPIENTS: If you have received this e-mail in error, please notify us immediately by return e-mail. If you receive a Florida Department of Revenue communication that contains personal or confidential information, and you are not the intended recipient, you are prohibited from using the information in any way. All record of any such communication (electronic or otherwise) should be destroyed in its entirety. Cautions on corresponding with Revenue by e-mail: Under Florida law, e-mails received by a state agency are public records. Both the message and the e-mail address it was sent from (excepting any information that is exempt from disclosure under state law) may be released in response to a public records request. Internet e-mail is not secure and may be viewed by someone other than the person you send it to. Please do not include your social security number, federal employer identification number, or other sensitive information in an e-mail to us.

 **SecureZIP Attachments.zip**
160 KB

**STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT**

THIS CONTRACT is entered into between the State of Florida, Department of Revenue Child Support Program, hereinafter referred to as the "Department" or "the Program," and Gulf County Board of County Commissioners hereinafter referred to as the "contractor."

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: **sole source government**.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be emailed to:

sheriff_invoices@dor.state.fl.us

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the contract manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel
5. Pertaining to IRS Tax Return information:
 - a. Pursuant to IRS Publication 1075, Section 11.3, all agencies intending to disclose federal tax information to contractors (including consolidated data centers, off-site storage facilities, shred companies, information technology support, and for tax modeling or revenue forecasting purposes) must notify the IRS prior to executing any agreement to disclose to such a person (contractor), but in no event less than 45 days prior to the disclosure of FTI (Federal Tax Information). In addition, if an existing contractor employs the services of a sub-contractor, a

notification is required 45 days prior to the disclosure of FTI. State tax authorities are authorized by statute to disclose information to contractors for the purpose of, and to the extent necessary, in administering state tax laws, pursuant to Treasury Regulation 301.6103(n)-1. Agencies receiving FTI under authority of IRC 6103(l)(7) may not disclose FTI to contractors for any purpose.

FTI will not be disclosed.

FTI will or may be disclosed.

Prior IRS approval has been obtained and is in the contract manager's files. IRS Publication 1075, Exhibit 12, provides detailed requirements on the content of the 45 day notification to the IRS. The contract manager should refer to:
<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

- b. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- c. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- d. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- e. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- f. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- g. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- h. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- i. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- j. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
- k. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
- l. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

6. That the Contractor is subject to the provisions of s. 817.5681, Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor would also be subject to comply with the laws of States where those individuals reside.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

K. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. **MyFlorida MarketPlace Fee**

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding

payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

L. Non-discrimination Requirements

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

O. Sponsorship

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than **FORTY-FIVE (45)** days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests

submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

U. Emergency Preparedness

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Records Checks

That the Department requires criminal history records checks on any contractor staff, employees or subcontractor staff that has access to DOR information resources or facilities unless formally waived in writing by the Department. If the access is apparent to the Department at the inception of the contract, the Contractor shall be required to sign Attachment H, Criminal History Records Check. In the event, that the Department did not require the Criminal History Records Check at the inception of the contract, but determines that the Criminal History Records Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal History Records Check information upon written request from the Department. The cost of performing the criminal history records checks shall be borne by the Contractor.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its staff, employees or subcontractor staff who will have access to DOR

information resources or facilities. The criminal history records check must be completed for those so designated within 30 calendar days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those staff, employees or subcontractor staff must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which staff, employees or subcontractor staff requires a criminal history records check. The check must be completed within 30 days of notification to the Contractor. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Contract is in force.

Criminal history records checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records results must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

During the term of the Contract, the Contractor shall report in writing to the Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any Contractor's staff, employee or subcontractor assigned to this contract within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the Contractor's staff member's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate staff members work on this Contract. The Department will take appropriate steps to secure its data, systems and facilities pending the Department's review of the report. The Contractor shall notify the department within ten (10) calendar days of case disposition.

Refusal to submit the Criminal History Records Check information as required by this contract may result in termination of the contract.

W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES

1. Granting Access

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
 - Office Buildings
 - Restricted Rooms within Office Buildings
 - Restricted Data
 - Department Intranet
 - Department Network
 - Data Management Systems such as FLORIDA, CAMS and Suntax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
 - Be provided in writing to the Department Contract Manager,
 - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
 - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. **Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.**
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

2. Changing and Terminating Access

- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
 - Separation,
 - Termination,
 - Reassignment to another project, or
 - Change in the type of access required.
- b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.
- c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
- d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
 - returning all security identification and access devices; and
 - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.

3. Access Update

- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.
- b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.

The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed **\$N/A RATE AGREEMENT**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this contract shall begin on **7/1/2014**, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on **6/30/2017**. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be **five (5) one (1) year optional renewal periods**.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Contract Manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this contract may be terminated by the Department without cause upon no less than **thirty (30) calendar** days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price

level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Email and Street Addresses, and Telephone Numbers):

1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

2. The name of the contractor's contact person, email address, and street address where financial and administrative records are maintained is:

3. The name, email address, mailing address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

4. The name, email and mailing addresses, and telephone number of the Contract Manager for the Department for this contract is:

Heather Rosenberg – Contract Manager
Florida Department of Revenue
Child Support Program
P.O. Box 5586 Tallahassee, FL 32314-5586
850-617-8050 rosenbeh@dor.state.fl.us

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

H. All Terms and Conditions Included

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Applicable Attachments and Exhibits: ☒ indicates that it applies to this contract.		
	Attachment #	Attachment Title
<input checked="" type="checkbox"/>	Attachment A	Scope of Work/Additional Provisions
<input type="checkbox"/>	Attachment B	Order of Precedence (and Contract Content)
<input checked="" type="checkbox"/>	Attachment C(1)	Required Certifications (Non-Attorney)
<input type="checkbox"/>	Attachment C(2)	Required Certifications (Attorney)
<input checked="" type="checkbox"/>	Attachment D	Additional Provisions for Federally Funded Contracts
<input checked="" type="checkbox"/>	Attachment E	Certification Regarding Debarment, Suspensions
<input checked="" type="checkbox"/>	Attachment F	Certification Regarding Lobbying
<input type="checkbox"/>	Attachment G	Individual Contractor Security Agreement Form
<input type="checkbox"/>	Attachment H	Criminal Background Check Requirements
<input type="checkbox"/>	Attachment I	Compliance with the Florida Single Audit Act (Property Appraiser)
<input type="checkbox"/>	Attachment J	Access to Department Information Resources and Facilities
<input checked="" type="checkbox"/>	Exhibit 1	Monthly Invoice Excel Form
<input checked="" type="checkbox"/>	Exhibit 2	Substantiating Report To Invoice Excel Form
<input type="checkbox"/>	Attachment M	Other - See attachment for details

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this 21 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
Gulf County Board of County Commissioners

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY: _____

SIGNED BY: _____

PRINTED NAME: _____

NAME: Lia Mattuski

TITLE: _____

TITLE: Director, Financial Management

DATE: _____

DATE: _____

**Contractor
Federal Employer I.D. # &
MyFloridaMarketPlace
Extension # :** _____

**FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel**

Approved as to form and legal content

Attachment A**Scope of Work/Additional Provisions****A. GENERAL PROVISIONS**

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachment pursuant to Section 30.231, Section 61.11, Section 409.256(4) and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support judicial and administrative actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
 - a. Personal service of process, to include substitute service as authorized by law;
 - b. Service of Subpoenas, except witness subpoenas;
 - c. Execution of Writs of Bodily Attachment.
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. SERVICE OF PROCESS AND EXECUTION OF WRITS OF BODILY ATTACHMENT**1. Manner of Service**

- a. The sheriff should promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process and execution of writs in establishing and enforcing child support orders, it is incumbent upon the sheriff to attempt to serve or execute a writ at any address necessary to effect service. These attempts should include, but are not limited to, serving or executing a writ during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. The sheriff should attempt service of process or execution of a writ at as many of the addresses provided and at different time intervals as necessary.
- c. The sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights or weekends. After a writ is executed the sheriff shall enter it into the Florida Crime Information Center FCIC system within three (3) business days.
- d. Within seven (7) calendar days of successful service of process, the sheriff shall provide the Department or its designee and the Clerk of Court the sheriff's return indicating service has been perfected and the address.
- e. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

f. The sheriff's return of service should include:

For administrative cases - The Department of Revenue's Service Return Coversheet (CS-OA90 page 2) and/or the sheriff's service return documentation.

For judicial cases - Sheriff's return of service documents.

g. Return of service is to be provided to the address indicated on the Department's Request for Service of Process. Each return should include the following information:

- (1) The names of the respondent, petitioner (whenever provided), and the Child Support case number.
- (2) How the process was served, i.e.: personal or substitute service. If substitute service, the relationship of the substitute to the person served or that the substitute resides in the person's normal place of abode.
- (3) Complete address where service of process was successful.
- (4) A list of all papers served on the party.
- (5) Date and time of service of process attempts.
- (6) The reason(s) that service was unsuccessful.
- (7) Complete addresses where service of process was attempted if service is unsuccessful.

h. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the sheriff shall exercise due diligence in locating and serving or arresting the person.

i. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the FCIC telecommunications system in accordance with Section 61.11(2)(e), F.S.

j. The county shall retain the prevailing local match rate when the party served or arrested pays court ordered costs of service of process or writ execution. The remaining match rate shall reduce the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

2. Method of Payment

a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Attachment A, Exhibits 1-2, must be used to send the monthly request for payment for services to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month are to be submitted to:

E-mail: sheriff_invoices@dor.state.fl.us

b. The invoice for payment must be received by the Department within 45 days after the end of the month in which services are rendered.

c. The county will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D cases, 66% of the \$20.00 fee (\$13.20) for each service of process and 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

C. SERVICES TO BE PERFORMED BY THE DEPARTMENT

1. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support cases.
2. The Department shall provide to the sheriff the best known address(es) where the person may be served or the writ executed.
3. The Department shall provide the sheriff with Child Support case numbers (a.k.a.CSE #s) and names of the parties to be served for the sheriff to enter on the Substantiating Report To Invoice form (Attachment A Exhibit 2).
4. The Department may provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any disclosure, distribution, or copying of the photographic images, or the information in it, is prohibited.

D. ADDITIONAL TERMS AND CONDITIONS

1. **Area of Service** – The services required of the sheriff pursuant to this contract shall be provided in the county shown on page one.
2. **Modification of contract due to a change in Federal Financial Participation** – If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.
3. **Modification of Contract due to Statutory Fee Changes** – If the statutory fees for service of process and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse at the prevailing rate of Federal Financial Participation based upon the new statutory fee(s). Changes are effective as of the effective date of the law.
4. **Photographic images provided by the Department** – Upon completion of service or writ activities any photographic images provided by the Department must be destroyed.

Attachment C(1)

Required Certifications – Non-Attorney

I, _____ as an authorized representative of the contractor certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, _____, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, _____, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: _____

Date: _____

Attachment D

Additional Provisions for Federally Funded Contracts

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. If this contract contains federal funds, the Catalog of Federal Domestic Assistance (CFDA) number is 93.563.
5. Pursuant to 45 CFR 95.617(a), the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."

Pursuant to 45 CFR 95.617(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

Pursuant to 45 CFR 95.617(c), proprietary operating/vendor software packages (including the software procured under this contract), which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in 45 CFR 95.617(a) and (b).

6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and/or Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, which directly relate to the provision of commodities and services provided under this contract, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
8. If checked, the following also applies:
 - The CFDA number(s) is: 93.563.
 - The CFDA title is: Child Support Enforcement.
 - The Federal Agency from which the Department receives these funds and passes them to the Provider is: the Department of Health and Human Services, Agency for Children and Families, Office of Child Support Enforcement

The Provider is considered a sub-recipient of federal program funds and will be subject to audit requirements as required by OMB Circular A-133 and other state and federal laws and regulations. The Provider is required to give the above information to their independent auditor at the end of each fiscal year while the auditor is collecting the information for completing the required financial records review.

Based on the audit requirements in OMB Circular A-133, the Department requires the following actions by the Provider:

1. Each year, after the close of the Provider's fiscal year, the Provider will provide a hard copy or electronic copy or a link (URL) to their most recently audited financial records. This information will be send to the Department's Contract Manager for this contract.
2. The due date for #1 above is no later than 9 months after the close of the Provider's fiscal year, unless additional time has been granted by the Federal clearing house or other appropriate entity. If additional time has been granted, the report is due within 30 days after the end of the additional time.

By signing below, the Provider agrees to adhere to the above requirements.

Signature _____

Name Printed _____

Date _____

Attachment E**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Contracts/Subcontracts**

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
 - (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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 transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

By: _____

Date: _____

Attachment F
Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 an 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

By: _____ Date: _____

Exhibit 1, Excel INVOICE form

County Sheriff's Office

INVOICE

Sheriff Service of Process (SOP)

Contract # _____

Address

Contact Person:

Phone #:

E-mail:

MM/DD/YYYY

Date of Invoice:

(if any)

Invoice Month/Year:

Florida Department of Revenue/Child Support Program

Contract Management Invoice Section

sheriff_invoices@ddor.state.fl.us

Bill To:

Email Invoice to:

Comments

Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00
0	Service Of Process Credits	(\$20.00)	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00
Invoice Total:					\$0.00

I certify the information above is true and correct
(*electronic signature typed below is acceptable*)

Signature: _____

Signature Date: _____

To: FDOR Operational Accounting:

The above charges have been reviewed and are approved for payment:

Amount approved: _____

Date Approved: _____

FDOR-Child Support Program Approval Certification Signature: _____

***Insert County Name Here* County Sheriff Office**

Sheriff Service of Process (SOP)

Contract #: C

Contact Person: _____
Phone Number: _____
E-mail: _____

Date of Invoice: March 21, 2014
Invoice Month and Year:

Sherrif Invoice #: _____

Bill To: Florida Department of Revenue/Child Support Enforcement
Contract Management Invoice Section
Email Group: sheriff_invoices@dor.state.fl.us

Comments					
Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service Of Process	\$20.00	\$0.00	66%	\$0.00
0	Service Of Process Credit	(\$20.00)	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest)	\$70.00	\$0.00	66%	\$0.00
0	Writs (Warrants for Arrest) Credits	(\$70.00)	\$0.00	66%	\$0.00

Invoice Total: \$0.00

I certify the information above is true and correct *(electronic signature acceptable)*

Signature: _____
To: Operational Accounting:

Date: _____

<p>The above charges have been reviewed and are approved for payment:</p> <p>Amount approved: _____</p> <p>Date Approved: _____</p> <p>FDOR Approval Certification Signature: _____</p>

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

Don Butler, County Administrator
1000 CECIL G. COSTIN SR. BLVD., ROOM 301, PORT ST. JOE, FLORIDA 32456
PHONE (850)229-6106 • FAX (850) 229-5334 • EMAIL: dbutler@gulfcounty-fl.gov

Memorandum

To: Gulf County Board of County Commissioners
From: County Administrator, Don Butler
Date: 4/1/2014
Re: Gulf County Economic Development Council

Following the instructions and directive of this Board of Commissioners' vote at its regular meeting on March 25, 2014, please accept the proposed recommendations and proposed structure for establishing the Gulf County Economic Development Council.

This Commission at its most recent regular meeting voted to accept the recommendations of the current contracted economic development agent for the county (Gulf County Economic Development Alliance, Inc. "GCEDA"). Those recommendations accepted by this Commission included:

1. the early termination of GCEDA contract with the release of the contractor of any further performance obligations under the agreement
2. re-designation of the county and its officials as the proper point of contact with the various state economic development agencies and in accordance with F.S. 125.045
3. the county to hire an executive director as a county employee and to administer the day to day operations and pursuit of Gulf County economic development and opportunities
4. the acceptance and proper transfer of the GCEDA funding and final financial reporting (approx. \$68,000) to the Gulf County Clerk to the Commission and its chief financial officer (GCEDA shall withhold \$2,000 per its board's request from the final balance for outstanding obligations due and owing by the GCEDA; thereafter a final conveyance of the total funding and a final reporting shall be provided to the county)
5. the acceptance and proper transfer of the Florida non-profit entity registered as the GCEDA, the acceptance and proper transfer of all marketing/branding materials for the GCEDA as well as the website domain, structure and hosting
6. the Commission to consider the various models of a volunteer advisory council to the executive director and thereafter adopt a form of advisory council, appointment process and council seat term

**GULF COUNTY BOARD OF COUNTY COMMISSION ADMINSTRATOR
RECOMMENDATIONS FOR GULF COUNTY ECONOMIC DEVELOPMENT COUNCIL**

Pursuant to this Commission's instructions and request at its March 25, 2014 meeting, please accept this proposed council structure following a thorough review of past county models as well as several meetings, discussion and consideration with your contracted GCEDA board members.

- The Gulf County Economic Development Department shall be initiated and created by the Administrator's hiring and designation of an executive director responsible for the daily operations and development of economic opportunities in Gulf County.
- The Commission shall receive and consider requests of those seeking to participate on an advisory council as Gulf County Economic Development Council representatives from the business community
- The advisory council appointed by the Gulf County Commission shall consist of 7 members from the Gulf County and/or regional business community to serve staggered two (2) year terms; (4 initial members shall be appointed to two (2) year terms and the other three members appointed to an initial one (1) year term).
- Reappointment to the advisory council upon expiration of one's term shall be done so by a vote of the Commission
- The daily operations and job description of the executive director and function and schedule of an advisory council shall be later developed and approved by the Administrator

It is my recommendation for this Commission's adoption of this Economic Development department and initial structure.

Adopted in open session this _____ day of _____, 2014.

_____ Date _____
 Chairman of the Gulf County Board of County Commissioners

_____ Date _____
 Attest to Chairman's signature: Deputy Clerk of Court



Gulf County Sheriff's Office

Sheriff Mike Harrison

1000 Cecil G. Costin Sr. Blvd. • Port St. Joe, Florida 32456 • www.gulfsheriff.com
850-227-1115 • 850-639-5717 • Fax 850-227-2097

April 1, 2014

Gulf County Board of County Commissioners
Chairman Ward McDaniel
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, Florida 32456

2014 APR -2 AM 11:29
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

Commissioners,

The Gulf County Sheriff's Office maintains a narcotics account separate from our general operating account for the purpose of funding narcotic investigations. Throughout the 2012-2013 fiscal year \$20,000.00 of general funds were deposited into the narcotics account. At the end of the 2012-2013 fiscal year, \$18,000.00 of general funds remained. In the past, these funds were "rolled over" because the account had been used as a forfeiture account which allowed a "rollover" each year. Pursuant to Section 30.50(6), Florida Statutes, the remaining general funds should have been returned at the end of the fiscal year. I respectfully request that you allow these funds to be retained at the sheriff's office for the continued funding of narcotics unit. If this is not your desire the funds will be returned.

If you have any questions or would like to discuss further, please call me at 850-227-1115.

Sincerely,

Mike Harrison

Mike Harrison
Gulf County Sheriff



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

MEMORANDUM

Date: 3-31-14

To: Don Butler, Chief Administrator

From: Mark Cothran, Director GCMC *MC*

Re: Remove Vehicle 72-15 From GCMC Inventory

I am requesting a favorable motion from the BOCC to allow GCMC to:

1. Remove vehicle number 72-15 from my inventory and dispose of it in accordance with F.S. 388.323 and F.S. 274.05. It is a 2006 Ford X-Cab 4x4; Vin# 1FTRX14W36NB32866; Asset #3416. The condition of the vehicle is fair and the surplus price will be set at \$11,500. The money for the sale will be allocated back to the 103 Mosquito Control State Grant Fund; Org: 42362; Object: 64001 (Equip >\$5,000).
2. Also; request permission to purchase a new truck from the State Contract utilizing funds from the 103 Mosquito Control State Grant Fund.

If any further explanation is needed, please feel free to contact me.
 Thank you,

Mark Cothran
 Director

2014 APR -2 PM 12 31

VETERANS' SERVICE OFFICE



GULF COUNTY #23

1000 CECIL G. COSTIN SR. BLVD., ROOM 303

PORT ST. JOE, FLORIDA 32456

PHONE (850)229-6125 • FAX (850) 229-7180 EMAIL: vetservices@gulfcounty-fl.gov

26 March, 2014

To Whom It May Concern:

Request that the following item be removed from my office inventory. Item is not longer required and is out of date with latest software. Item will be turned over to the IT Department for proper disposal.

Gateway Computer Gulf County # 240-26.

SN 0025229286/ Model ELP 500C

MFG 10/25/2001

William J. Paul

Gulf County Veterans Service Officer

2014 APR -2 PM 12:30
OFFICE OF THE CLERK
GULF COUNTY, FLORIDA

4/8/14 LL

“To care for him who shall have borne the battle, and for his widow, and his orphan.” Abraham Lincoln

Lynn Lanier

From: Michael Dombrowski <md@mrd-associates.com>
Sent: Tuesday, April 01, 2014 8:22 AM
To: Donald Butler
Cc: Lynn Lanier; Jennifer Jenkins (Jennifer@VisitGulf.com); Towan Kopinsky (tkopinsky@gulfcounty-fl.gov)
Subject: SJP Southern Beach Erosion Control Investigation Invoice - MRD Associates
Attachments: Invoice #1656 12-210 SJP Southern Beach Erosion Control Investigation 2014-01-01 to 2014-03-31.pdf

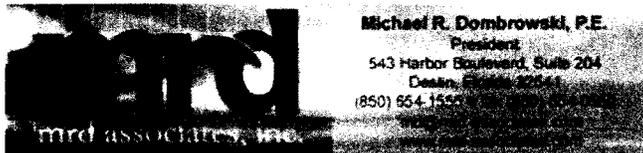
Don,

Attached is Invoice No. 1656 for the St. Joseph Peninsula Southern Beach Erosion Control Investigation for the work performed for the three month period between January 1 and March 31, 2014. Please review and include on the next BCC agenda for consideration.

I am also requesting to be placed on the Tuesday, April 22nd BCC Agenda to present our preliminary findings. I will coordinate with Lynn.

Should you have any questions please feel free to contact me at 850.654.1555.

Thank you. Michael



RECEIVED
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF WATERS
 1100 W. GULF COUNTY, FLORIDA
 7/14 APR - 2 PM 12:31

INVOICE Number 1656

March 31, 2014

Mr. Donald Butler, Chief Administrator
Gulf County Board of County Commissioners
 1000 Cecil G. Costin, Sr. Boulevard
 Port St. Joe, Florida 32456



Coastal, Marine & Water Resources Engineering

543 Harbor Blvd., Suite 204
 Destin, Florida USA 32541
 850.654.1555 • (fax) 654.0550

Project Name: St. Joseph Peninsula – Southern Beach Feasibility Investigation
Project Number: 13-210
Invoice Period: January 1, 2014 to March 31, 2014

Description of Professional Services:

Item Description	Percent Complete This Period	Item-Total
Task 1.2. Beach and Offshore Surveys (2 surveys)		
Budget \$ 81,230.00 (100.0%)		
Prior Billing \$ 40,615.00 (50.0%)		
Available Balance \$ 40,615.00 (50.0%)	0.0%	\$0.00
Task 1.3. Acoustic Doppler Current Profiler (ADCP)		
Budget \$ 46,310.00 (100.0%)		
Prior Billing \$ 30,101.50 (65.0%)		
Available Balance \$ 16,208.50 (35.0%)	5.0%	\$2,315.50
Task 1.4. Tidal Elevation Measurements		
Budget \$ 4,810.00 (100.0%)		
Prior Billing \$ 2,405.00 (50.0%)		
Available Balance \$ 2,405.00 (50.0%)	25.0%	\$1,202.50
Task 2.1. Numerical and Empirical Modeling		
Budget \$ 37,770.00 (100.0%)		
Prior Billing \$ 7,554.00 (20.0%)		
Available Balance \$ 30,216.00 (80.0%)	65.0%	\$24,550.50
Task 2.2. Coastal Processes Analysis		
Budget \$ 29,500.00 (100.0%)		
Prior Billing \$ 2,950.00 (10.0%)		
Available Balance \$ 26,550.00 (90.0%)	70.0%	\$20,650.00
Task 2.3. Alternative Design Development and Evaluation		
Budget \$ 58,310.00 (100.0%)		
Prior Billing \$ 0.00 (0.0%)		
Available Balance \$ 58,310.00 (100.0%)	35.0%	\$20,408.50
Task 2.4. Meetings and Presentation		
Budget \$ 6,260.00 (100.0%)		
Prior Billing \$ 0.00 (0.0%)		
Available Balance \$ 6,260.00 (100.0%)	0.0%	\$0.00

INVOICE Number 1656

St. Joseph Peninsula – South Beach Feasibility Investigation

March 31, 2014

Task 3.0. Preliminary Design			
<i>Budget</i>	\$ 19,850.00 (100.0%)		
<i>Prior Billing</i>	\$ 0.00 (0.0%)		
<i>Available Balance</i>	\$ 19,850.00 (100.0%)	0.0%	\$0.00
DUE WITHIN 30 DAYS OF RECEIPT		TOTAL INVOICE	\$ 69,127.00

Please remit payment of **\$ 69,127.00** to the address shown in the letterhead.

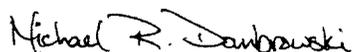
Billing Summary

Total Contract Budget:	\$290,730.00
Previous Billings Total: (Invoice #1648)	\$90,315.50
This Invoice (#1656):	\$69,127.00
Budget Remaining After This Invoice:	\$131,287.50

Should you have any questions regarding this invoice, please contact me at 850.654.1555.

Sincerely,

mrd associates, inc.



Michael R. Dombrowski, P.E.
Principal Engineer

cc: Jennifer Jenkins, Gulf County Tourist Development Council
Lynn Lanier, Deputy Administrator
Towan Kopinsky, Grant Coordinator

APPROVED FOR PAYMENT

Date _____ D.H. _____
Acct. # _____



1100 Connecticut Avenue, NW
Suite 300
Washington, D.C., 20036
202.331.8700
202.331.5905 fax

Invoice Number 0214574
Invoice Date February 28, 2014
PO Number
Contract
Project 0711-GULFCOUNTY
Page 1 of 1

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

Manager Valerie L. Gelnovatch

			Current Amount
REIMBURSABLE EXPENSES			
Telephone		ATTFG Dec 13/Jan 14	24.45
Telephone		TCGRP Jan 2014	9.90
Telephone		TW TELECOM Jan 13/Feb 14	20.34
Telephone	Valerie L. Gelnovatch	Monthly Cell Phone - December	33.23
Telephone	Valerie L. Gelnovatch	Monthly Cell Phone - January	11.72
Telephone	Valerie L. Gelnovatch	Monthly Cell Phone - November	11.72
Invoice Total			111.36

This invoice is due upon receipt

Please return yellow copy with payment.

APPROVED FOR PAYMENT

Date 4/1/14 D.H. RS
Acct. # 2111-31200

2014 APR - 2 PM 12:31
 BOARD OF COUNTY COMMISSIONERS
 GULF COUNTY
 2014 MAR 31 PM 2:46

4/8/14 RS



FERGUSON GROUP
ATTN: DARREL RICKETTS
1130 CONNECTICUT AVE NW STE 300
WASHINGTON, DC 20036-3981

Page: 1 of 54 **82**
Bill Cycle Date: 12/06/13 - 01/05/14
Account: 287256388256
Foundation Account: FAN 05477427
Invoice: 287256388256X01132014

Visit us online at: www.att.com/business

Wireless Statement

Bill-At-A-Glance

Previous Balance	\$4,897.69
Payment - 12/12	\$1,968.41CR Pd Visa
Adjustments	\$500.00CR
Past Due - Please Pay Immediately	\$2,429.28 Pd - Visa
Total Amount Due	\$4,370.97
New Charges Due in Full by	Jan 28, 2014

Service Summary

Service	Page	Total
Account Charges	1	\$5.00
Wireless	1	\$1,936.69
Total New Charges		\$1,941.69



Samsung Galaxy Tab® 3



stay
connected

Check out our great selection
of powerful tablets today!

Call 855.667.3288
Click att.com/moreatt
Visit an AT&T store

Payments & Adjustments

Item No.	Description	
1.	Visa payment posted 12/12	1,968.41CR
2.	Wireless - Credit-Mobile Equipment 202-255-5759	500.00CR
Total Payments & Adjustments		2,468.41CR

Account Charges

Other Charges and Credits

One-Time Charges

Date	Description	
01/05	Late Payment Charge	5.00

Total Account Charges

5.00

Wireless

Wireless Summary

26 Wireless Telephone Numbers	Total Charges	Page
202 255-5759 ROGER GWINN	128.53	3
202 255-5826 JOE RAEDER	43.93	5

82

How to Contact Us:

For questions about your account: 1 800 331-0500
or 611 from your cell phone

For Deaf/Hard of hearing TTY: 1 866 241-6567

Visit us online at www.att.com



For Important Information about your bill, please
see the **News You Can Use** section (Page 53).

Clients	Hours Worked	Ratio	Amount per Client
0001 The Ferguson Group	38.70	6.09%	\$118.26
0004 Family Farm Alliance	19.20	3.02%	\$58.67
0007 James F McConnell	3.90	0.61%	\$11.92
0009 Kaweah Delta Water Conservation District	4.60	0.72%	\$14.06
0018 Imperial Irrigation District - Water	26.80	4.22%	\$81.90
0033 SSD - Sac County 5 Delta BDCP	12.70	2.00%	\$38.81
0033 SSD - Conaway Ranch	0.30	0.05%	\$0.92
0033 SSD - Sacramento County	17.70	2.79%	\$54.09
0033 SSD - State of Texas	0.70	0.11%	\$2.14
0042 Sutter County	10.30	1.62%	\$31.48
0076 Kings River Interests	9.80	1.54%	\$29.95
0078 Modesto & Turlock Irrigation Districts	5.60	0.88%	\$17.11
0082 Northern California Water Association	4.20	0.66%	\$12.83
0091 TFG Bus Dev	71.60	11.27%	\$218.80
0093 Glenn-Colusa Irrigation District	18.10	2.85%	\$55.31
0095 Friant Water Authority	7.60	1.20%	\$23.22
0103 City of Yuma	7.00	1.10%	\$21.39
0117 Camp Dresser & McKee, Inc - ALCOSAN	6.10	0.96%	\$18.64
0176 Tule River Improvement Joint Powers Agreement	5.40	0.85%	\$16.50
0177 Western Municipal Water District	1.50	0.24%	\$4.58
0182 City of Monroe	0.50	0.08%	\$1.53
0183 Town of Cary	5.70	0.90%	\$17.42
0240 R3 Water	3.50	0.55%	\$10.70
0249 SAS Institute Inc	31.30	4.93%	\$95.65
0259 Sonoma County - NBWRA	24.90	3.92%	\$76.09
0274 Lennar Mare Island	4.30	0.68%	\$13.14
0295 City of High Point	10.10	1.59%	\$30.86
0301 Butte County, California	0.50	0.08%	\$1.53
0318 City of Oak Ridge	1.50	0.24%	\$4.58
0348 Collier County Government	8.40	1.32%	\$25.67
0354 City of Palm Bay	11.00	1.73%	\$33.61
0357 McHenry County	2.50	0.39%	\$7.64
0371 City of College Park, GA	6.50	1.02%	\$19.86
0377 National Association of Towns and Townships	21.00	3.31%	\$64.17
0397 San Joaquin Groundwater Banking Authority	22.10	3.48%	\$67.53
0417 Yakima Basin Joint Board	10.60	1.67%	\$32.39
0419 City of Tamarac	12.00	1.89%	\$36.67
0422 Knights Landing Ridge Drainage District	0.80	0.13%	\$2.44
0425 Hamilton County	2.70	0.42%	\$8.25
0484 Klamath Water Users Association	8.80	1.38%	\$26.89
0510 Mayors Automotive Coalition	4.00	0.63%	\$12.22
0549 North Carolina Association of Electric Cooperatives	5.00	0.79%	\$15.28
0631 Merced Irrigation District	16.40	2.58%	\$50.12
0668 Global Justice Institute	2.00	0.31%	\$6.11
0701 City of Woodland	1.80	0.28%	\$5.50
0711 Gulf County, FL	8.00	1.26%	\$24.45
0713 City of Petersburg	7.10	1.12%	\$21.70
0728 Port of Olympia	4.10	0.65%	\$12.53
0730 WaterReuse Association	12.50	1.97%	\$38.20
0733 Agricultural Floodplain Management Alliance	13.70	2.16%	\$41.87
0741 City of Fort Wayne	27.90	4.39%	\$85.26
0743 NC Assoc of County Comm	0.30	0.05%	\$0.92
0747 Byron Bethany Irrigation Dist	0.20	0.03%	\$0.61
0748 Blackford Development	21.30	3.35%	\$65.09

Please remit payment to:
The Conference Group, LLC
Accounts Receivable
254 Chapman Road
Topkis Building, Suite 200
Newark, DE 19702

Billing Inquiries
888-709-7060
302-709-8270

Account Number
4218-0000

Payment Due Date
Due Upon Receipt*

Invoice Number 4218-0000-209
Bill Date 02/01/2014
PO Number

Bill Summary

Previous Balance \$320.57
Payments Received -\$320.57
Balance Forward \$0.00

Credits \$0.00
Monthly Activity \$485.20
Universal Service Fee \$79.58
Regulatory Fees \$16.36
Telecom Fees \$25.08
Total Current Activity \$606.22

Pay This Amount: 606.22 USD

PLEASE INCLUDE YOUR INVOICE NUMBER ON YOUR CHECK.

Thank You! We Appreciate Your Business. Visit us at www.conferencegroup.com.

* To avoid interruption of your service and any service and/or late fees, please remit payment by 3/3/2014.

**TFG Jan 2014 Conference
Call Billing**

	Total		Total
001	\$ 99.16	\$ 24.73	123.89
014	\$ 5.44	\$ 1.36	6.80
018	\$ 6.84	\$ 1.71	8.55
033	\$ 26.40	\$ 6.58	32.98
042	\$ 5.00	\$ 1.25	6.25
043	\$ 5.32	\$ 1.33	6.65
082	\$ 8.60	\$ 2.15	10.75
091	\$ 24.88	\$ 6.21	31.09
093	\$ 49.84	\$ 12.43	62.27
240	\$ 37.56	\$ 9.37	46.93
251	\$ 3.08	\$ 0.77	3.85
259	\$ 12.24	\$ 3.05	15.29
274	\$ 6.84	\$ 1.71	8.55
377	\$ 12.92	\$ 3.22	16.14
397	\$ 12.32	\$ 3.07	15.39
417	\$ 4.04	\$ 1.01	5.05
425	\$ 10.52	\$ 2.62	13.14
510	\$ 26.44	\$ 6.59	33.03
679	\$ 19.80	\$ 4.94	24.74
701	\$ 20.36	\$ 5.08	25.44
711	\$ 7.92	\$ 1.98	9.90
714	\$ 2.52	\$ 0.63	3.15
728	\$ 7.40	\$ 1.85	9.25
730	\$ 4.72	\$ 1.18	5.90
741	\$ 11.32	\$ 2.82	14.14
751	\$ 5.84	\$ 1.46	7.30
755	\$ 12.72	\$ 3.17	15.89
758	\$ 35.16	\$ 8.77	43.93
	\$ 485.20	121.02	606.22



on behalf of tw telecom holdings inc. and its authorized telecommunications subsidiaries

Account Number 329505

Invoice Number: 06030236

Invoice for Telecom Services

NEED ASSISTANCE?

For Customer Care or 24-hour Maintenance: (800) 829-0420

To Pay or View Your Bill Online or Enroll in Auto Bill Pay, go to https://customerportal.twtelecom

Bill Date: February 10, 2014



THE FERGUSON GROUP
ATTN: LISA PHILLIPS
1130 CONNECTICUT AVE
Suite 300
WASHINGTON, DC 20036

9869

A BALANCE DUE, PAYMENTS, ADJUSTMENTS

Balance Due From a Previous Statement
Payments

\$7,892.53
(\$7,892.53)
\$0.00

TOTAL Balance Due For Section A

CURRENT MONTH ACCOUNT CHARGES SUMMARY

B Integrated Service Bundles
C Basic Service
D Call Management
E Internet & Data
G Late Payment, Installation and Other Charges
H Local Calls
I Intralata and/or Long Distance Calls

\$469.17
\$142.78
\$18.32
\$1,938.61
\$19.38
\$1.68
\$6.73
\$2,596.67
\$0.00
\$2,596.67

TOTAL For The Current Month

TOTAL Balance Due From Section A

TOTAL Amount Due Please Pay By 3/9/14

The 1st Quarter 2014 Federal Universal Service Fund (USF) has increased from 15.6% to

Moving or expanding your office space? Be sure to call your account manager 30-45 business days in advance, so we can help you be ready for business day one.

0386-SANLUISOBISP	\$ 20.34
0397-SANJOAQUINGB	\$ 20.34
0401-BCAG	\$ 20.34
0412-CCROCK	\$ 20.34
0417-YAKIMABASIN	\$ 20.34
0419-TAMARAC	\$ 20.34
0422-KNIGHTSLANDING	\$ 20.34
0425-HAMILTONCO	\$ 20.34
0484-KLAMATH	\$ 20.34
0510-MAC	\$ 20.34
0549-NCAEC	\$ 20.34
0560-PEORIA	\$ 20.34
0588-PIKE	\$ 20.34
0614-GREGORY	\$ 20.34
0615-GLENDALE	\$ 20.34
0627-RD108	\$ 20.34
0631-MERCEDID	\$ 20.34
0668-GLOBAL JUSTICE	\$ 20.34
0679-SKYTRAN	\$ 20.34
0669-GAAC	\$ 20.34
0701-WOODLAND	\$ 20.34
0711-GULF COUNTY	\$ 20.34
0713-PETERSBURG	\$ 20.34
0714-THE ENERGY COALITION	\$ 20.34
0718-WSWRA	\$ 20.34
0728-PORTOLYMPIA	\$ 20.34
0730-WATEREUSE	\$ 20.34
0731-AEROGEN	\$ 20.34
0740-MAGICJF	\$ 20.34
0741-FTWAYNE	\$ 20.34
0742-SEC	\$ 20.34
0744-SETTLERS	\$ 20.34
0747-BBID	\$ 20.34
0748-BLACKFORD	\$ 20.34
0751-PORTCLEVELAND	\$ 20.34
0752-FENTON	\$ 20.34
0755-SNF	\$ 20.34
0756-CAMBRIA	\$ 20.34
0759-EL PASO	\$ 20.34
0761-IGD	\$ 882.87
	\$ 2,596.67



VALERIE GELNOVATCH
714 ANASTASIA AVE
CORAL GABLES FL 33134-6406

Page: 3 of 5
Bill Cycle Date: 11/07/13 - 12/06/13
Account: 108277626

Visit us online at: www.att.com

U-verse Internet - Continued

network, 11 email accounts, photo storage, AT&T Security Suite powered by McAfee®, pop-up blocker, and parental controls.

Monthly Charges - Dec 7 thru Jan 6

1. AT&T U-verse Internet Max Turbo (6 Month Promotional Offer)	56.00
--	-------

Other Charges and Credits

Plan Changes

Removed 11/12

2. AT&T U-verse Internet Max Plus <i>This plan is \$56.00 per month. You removed this plan on 11/12. You received a credit for the days you did not use this plan 11/12 - 12/06.</i>	46.67CR
---	---------

Added 11/12

3. AT&T U-verse Internet Max Turbo (6 Month Promotional Offer) <i>This plan with promotional offer(s) is \$56.00 per month. You added this plan on 11/12. You are charged at the new plan rate from 11/12 - 12/06.</i>	46.67
---	-------

Total Plan Changes 0.00

Total Other Charges & Credits 0.00

Total U-verse Internet **56.00**

U-verse Voice

U-verse Voice - Includes over 20 features, including advanced features that integrate with U-verse TV, Internet, and Wireless from AT&T.

Monthly Charges - Dec 7 thru Jan 6

1. AT&T U-verse Voice Unlimited 305-442-0501	35.00
2. AT&T U-verse Voice 305-442-9566	15.00
Total Monthly Charges	50.00

Total 117.19

Fam - 419	10%	11.72
PB - 354	10%	11.72
Govt - 711	10%	11.72
Collin - 348	10%	11.72
FAC New Biz V91	20%	23.47 ⁴³
Envar - 274	10%	11.72
CO1	30%	45.22
		35.25¹⁶

Other Charges and Credits

Call Detail Charges

305 442-0501

Domestic Off-net Charges	
Plan Minutes Used	101
Number of Calls	30

305 442-9566

Domestic Off-net Charges	
Plan Minutes Used	2
Number of Calls	1

Surcharges and Other Fees

3. FL County 911 Service Fee	1.00
4. Federal Universal Service Charge	5.19
5. Regulatory Cost Recovery Charge	0.82
Total Surcharges and Other Fees	7.01

Government Fees and Taxes

6. FL Gross Receipts Tax	1.33
7. FL Local Communications Tax	2.85
Total Government Fees and Taxes	4.18

Total Other Charges & Credits **11.19**

Total U-verse Voice **61.19**

News You Can Use

LOCATION IS EVERYTHING!

With the Wireless Receiver from AT&T U-verse, you're no longer tied to one room. Enjoy the main event from virtually anywhere in your home regardless of TV outlet - great for guest rooms, parties and other special events! Call 855.920.0039 or go to att.com/bestseat to make any seat the best seat with the Wireless Receiver from AT&T U-verse.

RENT WHEN YOU'RE READY

Get Hollywood hits anytime with U-verse® Movies. Press the On Demand button to access thousands of titles at your fingertips. This month, enjoy:

- Jobs (PG-13) - Available Now
- Turbo (PG) - Available Now
- Man of Steel (PG-13) - Available Now

IMPORTANT PRICING INFORMATION

Thank you for choosing AT&T. Throughout the year we've worked hard to improve the U-verse experience. For example, you can now enjoy live TV channels on your computer, smartphone or tablet at



VALERIE GELNOVATCH
714 ANASTASIA AVE
CORAL GABLES FL 33134-6406

Page: 2 of 4
Bill Cycle Date: 12/07/13 - 01/06/14
Account: 108277625

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Other Charges and Credits - Continued

30. FL State Sales Tax	0.84
Total Government Fees and Taxes	30.27
Total Other Charges & Credits	128.26
Total U-verse TV	241.26

U-verse Internet

AT&T High Speed Internet Max Turbo - provides speed and reliability; and includes built-in wireless home networking capability, access to the entire national AT&T Wi-Fi network, 11 email accounts, photo storage, AT&T Security Suite powered by McAfee®, pop-up blocker, and parental controls.

same
-1/26

Monthly Charges - Jan 7 thru Feb 6

1. AT&T U-verse Internet Max Turbo (6 Month Promotional Offer)	56.00
--	-------

Total U-verse Internet **56.00**

U-verse Voice

U-verse Voice - includes over 20 features, including advanced features that integrate with U-verse TV, Internet, and Wireless from AT&T.

Monthly Charges - Jan 7 thru Feb 6

1. AT&T U-verse Voice Unlimited 305-442-0501	35.00
2. AT&T U-verse Voice 305-442-9566	15.00
Total Monthly Charges	50.00

Other Charges and Credits

Call Detail Charges
305 442-0501

Domestic Off-net Charges	
Plan Minutes Used	218
Number of Calls	53

Total 117.46

Tam - 419	10%	11.75
PB - 354	10%	11.75
Gulf - 711	10%	11.75
Collier - 343	10%	11.75
FAC/Neuberg Dev	20%	23.50
Lennar - 274	10%	11.75
COI	30%	47.25
		47.25 33.28

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VALERIE GELNOVATCH
714 ANASTASIA AVE
CORAL GABLES FL 33134-6406

Page: 2 of 4
Bill Cycle Date: 01/07/14 - 02/06/14
Account: 108277626

Visit us online at: www.att.com

56.
61.46
117.46

Other Charges and Credits - Continued

25. FL State Sales Tax 1.14
Total Government Fees and Taxes 30.92

Total Other Charges & Credits 101.58

Total U-verse TV 245.58

U-verse Internet

AT&T High Speed Internet Max Turbo - provides speed and reliability; and includes built-in wireless home networking capability, access to the entire national AT&T Wi-Fi network, 11 email accounts, photo storage, AT&T Security Suite powered by McAfee®, pop-up blocker, and parental controls.

Monthly Charges - Feb 7 thru Mar 6

1. AT&T U-verse Internet Max Turbo (6 Month Promotional Offer) 56.00

Total U-verse Internet 56.00

U-verse Voice

U-verse Voice - Includes over 20 features, including advanced features that integrate with U-verse TV, Internet, and Wireless from AT&T.

Monthly Charges - Feb 7 thru Mar 6

1. AT&T U-verse Voice Unlimited 305-442-0501 35.00
2. AT&T U-verse Voice 305-442-9566 15.00
Total Monthly Charges 50.00

Other Charges and Credits

Call Detail Charges
305 442-0501

Domestic Off-net Charges
Plan Minutes Used 128
Number of Calls 20

Total 117.46

Tam - 419 10% 11.75
PB - 354 10% 11.75
Gulf - 711 10% 11.75
Collier - 348 10% 11.75
FAC/News 2-912 20% 23.5049
Lennar - 274 10% 11.784
001 30% 45.25 35.25 23

INVOICE NUMBER 271 0066845 REMIT TO: UniFirst Corporation
 INVOICE DATE 3/18/14 17740 ASHLEY DR. STE 107
 CUSTOMER# (BILL TO) 864498 PANAMA CITY BEACH FL 32413
 AIR NUMBER RTE# B3210
 CUSTOMER GULF COUNTY DUST ACCDU



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE 271 0066845 DATE 3/18/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL

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				QTY.	AMOUNT					
		LOGO MAT 3X5 GULF CO		6	30.00			2/11	6	
		LOGO MAT 4X6 GULF CO		5	36.75			2/11	5	
		DISPENSER 2000M SDAP		2				3/10		
		SUPROMX HVYDUTY HND		2	5.50			3/10		

INVOICE SUB-TOTAL 72.25

TOTAL SERVICE CHANGES

AMOUNT DUE 72.25

THIS IS YOUR ONLY INVCE- NET 30 DAYS PLEASE SIGN

K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

FILED FOR RECORD
 REBECCA L. NORRIS
 CLERK OF CIRCUIT COURT
 GULF COUNTY, FLORIDA
 2014 MAR 20 PM 3:26

Courthouse Maintenance
 281712- 52

Thanks
Ray
Steve Mack

INVOICE NUMBER 271 0066844
 INVOICE DATE 3/18/14
 CUSTOMER# (BILL TO) 864495
 A/R NUMBER
 CUSTOMER GULF COUNTY

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

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RTE# B3220



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PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

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LKR/DEPT.	PER NUM.	DESCRIPTION OF SERVICE	SVC RED.	BILLED		TAX AMOUNT	ADJ. AMOUNT	ADD DATE	DEL. QTY.	PICK UP
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0001	1	STEVE MORK S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0002	2	LUTHUS HAND S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.86			3/10		
0004	3	STACY HANLON S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0005	4	BILL HAUN S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0006	5	RAYMOND HART LOST PROD-S.S. SHIRT-6 S.S. SHIRT-65/35 LOST PROD-PANTS-DENIM- PANTS-DENIM-JEAN	9 9	9 9	4.59 139.50 238.68			3/10		9 9
0007	6	PATRICK CARPENTER S.S. SHIRT-65/35 JEAN RELAX FIT-100%		9	5.04			3/10		
0009	7	SAM BROWN S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0010	8	TEDDY KEMP S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		
0012	9	TONY PRICE S.S. SHIRT-65/35 PANTS-DENIM-JEAN		9	4.59			3/10		

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INVOICE NUMBER 271 0066841
 INVOICE DATE 3/18/14
 CUSTOMER# (BILL TO) 864483
 A/R NUMBER
 CUSTOMER

REVIT TO: UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

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RTE# B3260
 GULF CO ROAD -WIPER/PA



PAYMENT AMOUNT \$ _____

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- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEAC FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
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 PORT SAINT JOE FL 32456

IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

850/233-8586

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		BAGGED 18X18 WIPERS			11.25			3/10		
		INVOICE SUB-TOTAL			11.25					

TOTAL SERVICE CHANGES

AMOUNT DUE

11.25

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN

K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

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

2014 MAR 20 PM 3:25

Jake Lewis
 Fleet Maintenance
 28151912-52

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INVOICE NUMBER 271 0066843
 INVOICE DATE 3/18/14
 CUSTOMER# (BILL TO) 864492
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 CUSTOMER GULF COUNTY

REMIT TO: UniFirst Corporation
 17740 ASHLEY DR STE 107
 PANAMA CITY BEACH FL 32413

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PAYMENT AMOUNT \$ _____

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- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
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 DPW GERALD SHEARER
 PORT SAINT JOE FL 32456

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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

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RTE# 83230

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0002	1	KEN BLAND S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			3/10		
0007	4	HARLAN HADDOCK S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			3/10		
0009	5	JAKE LEWIS S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			3/10		
0010	6	RICK SUMMERS S. S. SHIRT-65/35 PANTS-65/35			3.69			3/10		
0011	7	JIMMY PORTER S. S. SHIRT-65/35 PANTS-WESTERN-JEANS			4.23			3/10		
0013	8	ZEBEDE ADDISON S. S. SHIRT-65/35 PANTS-65/35			3.69			3/10		
0014	9	DOUG KELLY S. S. SHIRT-65/35 PANTS-65/35 SHORTS PANTS-DENIM-JEAN PANT-PLEATED-SHORTS			7.79			3/10		
0015	10	LARRY YOUNG LS SHIRT-65/35 PANTS-65/35			4.23			3/10		
0016	16	JAMES VICKERS S. S. SHIRT-65/35 PANTS-65/35			3.69			8/13		
0017	17	ANDY PITTS S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			9/13		
0020	11	BRYAN HOBBS S. S. SHIRT-65/35 PANTS-DENIM-JEAN			4.59			3/10		
0022	13	TITUS WILLIAMS S. S. SHIRT-65/35			3.69			3/10		

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INVOICE NUMBER
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PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

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INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

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0024	14	PANTS-65/35 TONY LARRY		9	4.59			3/10		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0027	18	LARRY LEVINS		9	4.59			1/14		
		S. S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
INVOICE SUB-TOTAL					63.14					

TOTAL SERVICE CHANGES

AMOUNT DUE

63.14

THIS IS YOUR ONLY INVCE- NET 30 DAYS. PLEASE SIGN

J.K. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

*Thanks
Ray*

7/14 APR - 2 PM 12:30

UNIFORMS
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

4/8/14 **96**

VOICE NUMBER 271 0066842
 VOICE DATE 3/18/14
 CUSTOMER# (BILL TO) 864488
 A/R NUMBER
 CUSTOMER GULF COUNTY

PERMIT TO UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

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RTE# 83240



PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 001
 17740 ASHLEY DR. STE 107 PANAMA CITY BEACH FL 32413

INVOICE DATE PAYMENT TERMS PURCHASE ORDER CONTRACT
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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL:

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0007	3	PATTY JONES			3.69			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-65/35		9						
0008	4	RICKY DAVIS			3.69			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-65/35		9						
0014	7	LARRY BAKER			6.73			3/10		
		LS SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0015	8	SCOTT GORTMAN			6.19			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0018	9	RAYMOND ATCHISON			4.59			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0019	10	DAVID GREEN			6.19			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0021	12	JAMES HYSMITH			4.59			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0022	13	PHILLIP NUNNERY			6.19			3/10		
		S.S. SHIRT-65/35		9						
		PANTS-65/35 SHORTS		5						
		PANTS-DENIM-JEAN		9						
0025	16	RONALD MAYHANN			4.59			12/13		
		S.S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						
0026	17	TYLER WHITTEN			4.59			12/13		
		S.S. SHIRT-65/35		9						
		PANTS-DENIM-JEAN		9						

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INVOICE NUMBER 271 0066842 REVIT TO:
 INVOICE DATE 3/18/14
 CUSTOMER# (BILL TO) 864488
 A/R NUMBER RTE# B3240
 CUSTOMER GULF COUNTY

UniFirst Corporation
 17740 ASHLEY DR. STE 107
 PANAMA CITY BEACH FL 32413

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PAYMENT AMOUNT \$ _____

- Please Detach and Return With Payment -



UniFirst Corporation PAGE 002
 17740 ASHLEY DR STE 107 PANAMA CITY BEACH FL 32413

INVOICE 271 0066842 DATE 3/18/14 PAYMENT TERMS CHARGE PURCHASE ORDER CONTRACT # 633734

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IF YOU HAVE A QUESTION REGARDING THIS INVOICE, CALL: 850/233-8586 RTE# B3240

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INVOICE SUB-TOTAL 51.04

TOTAL SERVICE CHANGES

AMOUNT DUE

51.04

THIS IS YOUR ONLY INVOICE- NET 30 DAYS. PLEASE SIGN

X. Collinsworth

SOIL PICK UP COUNT SH _____ PT _____ OT _____ NO _____

Thanks Ray

2014 APR -2 PM 12:37
 RECEIVED BY
 OFFICE OF AIRPORT CONSTRUCTION
 GULF COUNTY, FLORIDA

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

1000 CECIL G. COSTIN, SR. BLVD., • ROOM 311 PORT ST. JOE, FLORIDA 32456 • PHONE (850) 227-9562 • FAX (850) 227-9563

Memorandum

To: Board of County Commissioners

Date: 3/31/2014

Subject: Rish Park Walkways

Rish Park is designed and dedicated to serve the physically impaired. Rish Park use to be a first class facility but sadly fell into disrepair due to lack of funding. Recently the park was granted new life and received funding to make some much needed upgrade's to the coastal side of the park. Fortunately, funding has been secured for repairs to the bayside portion of the park and is currently in the design phase for a major upgrade to the facilities. We have been contacted by the design engineers about the existing 8 foot wide walkways and their status with the County LDR. The LDR limits boardwalks to a width of 4 foot when involving environmentally sensitive land. The County has consistently enforced the 4' but has granted variances for 5 feet wide private walkways when there is documented ADA compliance issues.

Because this facility predates the Comprehensive Plan, LDR, is dedicated to the ADA community and subject to DEP internal environmental controls, the Planning Department is requesting the BOCC to allow the existing 8 foot walkways and any other Rish Park facility to be vested as said facilities offer the physically impaired and their families opportunities for a "higher quality of life".

Gulf County Board of County Commissioners



David Richardson
 Planner/Floodplain Administrator

APR 2 2014
 PLANNING DEPARTMENT
 GULF COUNTY, FLORIDA

4/8/14 LL

RESOLUTION NO. 2014-_____

A RESOLUTION CERTIFYING THAT THE MONIES FROM THE EMERGENCY MEDICAL SERVICES MATCHING GRANT WILL IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM.

WHEREAS, Gulf County has an outstanding Emergency Medical Services system, which serves the citizens of Gulf County; and

WHEREAS, the Emergency Medical Services system receives funding from Gulf County only for specific, itemized, budgeted expenditures; and

WHEREAS, the budgeted funds for the Emergency Medical Services system cannot be used for other items or activities; and

WHEREAS, the existing budget allocations do not provide for all needs of the Emergency Medical Services systems;

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

1. That monies from the Emergency Medical Services Matching grant will improve and expand the County's pre-hospital Emergency Medical Services system.
2. That the grant monies will not be used to supplant existing County Emergency Medical Services budget allocations.
3. That a copy hereof shall be provided to all parties of interest upon request.

ADOPTED this _____ day of April, 2014.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

ATTEST:

BY: _____
WARD McDANIEL
CHAIRMAN

BY: _____
REBECCA L. NORRIS
CLERK

RESOLUTION NO. 2014-____

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

WHEREAS, the Transportation Regional Incentive Program (TRIP) has been created by Section 339.2819, Florida Statutes, to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, the Florida Department of Transportation (FDOT) has the authority under Section 334.044, Florida Statutes, to enter into an Agreement with Gulf County; and

WHEREAS, Gulf County has certified to FDOT that eligibility requirements have been met of said Section 339.2819, Florida Statutes; and

WHEREAS, FDOT is willing to provide Gulf County with financial assistance under Financial Management Number 422457-3-38-01 for costs directly related to design and permitting of an additional 500' on the Stumphole Revetment project, hereinafter referred to as the "PROJECT";

NOW, THEREFORE, BE IT RESOLVED by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement (J.P.A.) with FDOT for design and permitting of an additional 500' on the Stumphole Revetment Project, and for the Chairman, Chief Administrator or Grant Coordinator to sign any and all documents relating to this Project and Funding.

ADOPTED this ____ day of April, 2014.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

ATTEST:

BY: _____
WARD McDANIEL
CHAIRMAN

BY: _____
REBECCA L. NORRIS
CLERK

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

Memorandum

To: Gulf County Board of County Commissioners
 From: Jeremy T.M. Novak, County Attorney
 David Richardson, County Planner
 CC: County Administrator, Don Butler
 Date: 03/29/14
 Re: Smith - Variance Application for Building Setback adjacent to Gulf County Veterans Park - Gulf County Parcel #03806-080R

This Commission at its March 25, 2014 public hearing for the above referenced application voted to “table” the variance application until April 8, 2014 pending further review and comment by the county planner and county attorney.

Per the request and inquiry of the Commission at the March 25, 2014 meeting and in furtherance of the “tabled” planning and development review board application for a variance on Gulf County Parcel #03806-080R, please accept this response following a review of commissioner’s comments and original motion to deny and subsequent motion to table the application at the initial public hearing.

In review of the comments and inquiries, the following is a list of the materials, official property records, March 25, 2014 meeting comments of the commission, county land development regulations, caselaw, applicant’s variance submission all incorporated in this response to the commission’s requests:

1. Variance application submitted by Ellis C. Smith, Jr. and representative, Jack Husband. copy provided to the Commission with its March 25, 2014 meeting packet.
2. March 25, 2014 meeting recording and comments of the Gulf County Commission.
3. Official property record for Gulf County Parcel #03806-080R (Warranty deed recorded at ORB 515 Page 602) conveying parcel from John R. and Peggy A. Schweizer to Ellis C. Smith. Recorded on January 25, 2012. Copy of deed attached
4. Official property record for Gulf County Parcel #03806-080R (Ellis C. Smith – Minor Replat 2012 recorded at ORB 519 Page 189) creating a second parcel through the replat of Parcel # 03806-085R. Reviewed and approved by the County Planner. Recorded on April 19, 2012. Copy of replat attached.
5. Official property record for sale of Gulf County Parcel #03806-080R (“Parent Tract”) Warranty deed recorded at ORB 548 Page 421) conveying parcel from Ellis C. Smith to Ellis Caudle Smith, Jr. Recorded on December 17, 2012. Copy of deed attached.
6. Official property record for Gulf County Parcel #03806-080R (Corrective Minor Replat -

- Ellis C. Smith 2012 recorded at ORB 533 Page 713). Recorded on March 11, 2013.
7. Official property record for Gulf County Parcel #03806-080R (Ellis C. Smith, Jr. – Minor Replat 2013 recorded at ORB 548 Page 843) creating a second parcel through the replat of Parent Tract - Parcel # 03806-085R. Reviewed and approved by the County Planner. Recorded on December 26, 2013. Copy of replat attached.
 8. Gulf County Land Development Regulations – 2013. noted section 2.03.01C. “Review Procedure”. Copy of cited LDR section attached.
 9. Gulf County Ordinance 2013-04 adopting the Gulf County Land Development Regulations. Adopted June 25, 2013. Copy of Ordinance 2013-04 attached.
 10. Johnson v. Rish, 26 So.3d 33 (Fla. 1st DCA 2009)
 11. Johnson v. Rish, 14th Judicial Circuit, Case No. 06-325-CA. Order to Enforce Mandate by Judge Mallory.

Following a review of the foregoing materials per the request of the Commission, please accept the following comments and response:

1. Does the county planner have the authority to approve replat applications without review and approval of the Gulf County PDRB and Gulf County Commission?

- This Gulf County Board of County Commissioners conducted scoping meetings on April 4, 2013 and April 11, 2013 and thereafter conducted a public hearing on June 24, 2013 where the current Gulf County Land Development Regulations (LDR’s) were unanimously adopted by this Commission. Gulf County Ordinance adopting these LDR’s attached hereto.

- The Gulf County Land Development Regulations state under Section 2.03.01 “If the proposed Minor Replat meets the conditions of this section and otherwise complies with all applicable law and ordinances, the Planning Department staff shall approve the Minor Replat by signing the application form.

- The Gulf County Planning department may receive and review minor replat applications and approve independent of the Gulf County Commission. (*a review of the replat application process and procedure per the request of the commissioner to be presented by the Planner at the April 8, 2014 meeting*).

2. The replat before the commission on a variance application was for an *improperly developed lot*; the application for the variance is for an *illegally done replat*.

-The variance application before the Commission is on a parcel properly created through a valid and permissible replat approved by the County Planner.

-The purchase and acquisition of the subject parent tract Gulf County Parcel #03806-080R was properly recorded on January 25, 2012.

-Thereafter, the minor replat application titled (Ellis C. Smith – Minor Replat 2012) was reviewed and approved by the Gulf County Planning Department in accordance with the process and guidelines provided by the Gulf County Land Development Regulations.

- Ellis C. Smith – Minor Replat 2012 was properly recorded following approval by the Gulf County Planner on April 19, 2012.

-The purchase and acquisition of the original tract Gulf County Parcel #03806-080R (“Parent Tract”) was conveyed to Ellis Caudle Smith, Jr. and properly recorded through warranty deed on December 17, 2012.

- Thereafter, the minor replat application titled (Ellis C. Smith, Jr. – Minor Replat 2013) was reviewed and approved by the Gulf County Planning Department in accordance with the process and guidelines provided by the Gulf County Land Development Regulations.

- Ellis C. Smith, Jr. – Minor Replat 2013 was properly recorded following approval by the Gulf County Planner on December 26, 2013.

3. The replat before the Gulf County Commission is analogous to the past county suit of *Johnson v. Rish Case No. 06-325-CA* and the Appellate ruling where the appellate court found the Gulf County must follow its Land Development Regulations in compliance with its Comprehensive Plan.

- The appellate ruling in *Johnson v. Rish, 26 So.3d 33 (Fla. 1st DCA 2009)* and subsequent order of enforcement of Judge Peter A. Mallory are distinguishable from the current application and underlying replat. The referenced appellate reversal and remand of the trial court is not on point in this current application wherein the appellate court addressed the meaning of “*subdivision*” in Gulf County and citing that “*Rish purchased the property in 2005, it consisted of three adjoining lots. Through the use of two “minor replats”, Rish reconfigured all of those lots and added two lots to make a parcel of land consisting of five lots, none of which were the same as the three lots which he purchased in 2005.*”

Judge VanNortwick continued in the appellate decision that “*Rish’s new five-lot subdivision required to follow the County’s subdivision ordinance*”... adding “*changing the boundaries of lots is not a recognized exception to the subdivision ordinance*”.

- In the present application before this Commission, the applicant before the Board on first appearance and first application is Ellis C. Smith, Jr. for a parcel he purchased in 2012 and a replat subsequently approved by the Gulf County Planner on December 26, 2013.

- The applicant for the variance before this Board has previously secured approval of the Gulf County Planner for its one and only replat application taking its parcel purchased in 2012 and replatted into two parcels in 2013 and distinguishable from the holdings in the above referenced case where the District Court of Appeal held that Gulf County was “*required to take jurisdiction and regulate any development within 50 feet of wetlands; county was required to issue a development order; and five-lot subdivision was required to comply with county’s subdivision ordinance*”. Further, Judge Mallory’s subsequent order on remand is also distinguished in his denial of a request to enforce the mandate of the court as premature and ordered Gulf County shall comply with its land use regulations by issuing a development order as well as appropriate remedies for restoration of wetlands and conditions created by development activities. The parcel on which the variance before the Commission is currently being sought is one of the two parcels granted through the minor replat application titled (Ellis C. Smith, Jr. – Minor Replat 2013) that was reviewed and approved by the Gulf County Planning Department in accordance with Gulf County Land Development Regulations.

2.03.01 Review by Building Inspector

A. Generally

The Planning Department Staff may approve a Minor Replat that conforms to the requirements of this part. The intent is to allow a developer to create two parcels out of one. The staff reserves the right to defer any application to the PDRB that appears to be out of the realm of this policy.

B. Submittals

The Planning Department staff shall consider a proposed Minor Replat upon the submittal of the following materials:

1. An application form obtained from the Planning Department.
2. Complete the application along with the required documentation and payment of the current application fee.

C. Review Procedure

If the proposed Minor Replat meets the conditions of this section and otherwise complies with all applicable laws and ordinances, the Planning Department staff shall approve the Minor Replat by signing the application form.

D. Recordation

Upon approval of the Minor Replat, the developer shall record the replat in the Official County Records (ORB) at the developer's expense, and provide a recorded copy with parcel ID numbers to the Planning Department.

2.03.02 Standards and Restrictions

A. Standards

All Minor Replats shall conform to the following standards:

1. That owner is entitled to divide a parent parcel into two parcels only once. Each proposed lot must conform to the requirements of this LDR.
2. If any lot abuts a street right-of-way that does not conform to the design specifications provided in this Code, the owner may be required to dedicate one-half the right-of-way width necessary to meet the

ORDINANCE NO. 2013-04

AN ORDINANCE PER THE REQUIREMENTS OF FLORIDA STATUE 163.3201 TO ADOPT LAND DEVELOPMENT REGULATIONS; AND THE REQUIREMENTS OF FLORIDA STATUE 163.3202 FOR THE LAND DEVELOPMENT REGULATIONS TO BE CONSISTENT WITH THE ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ORDINANCE IN CONFLICT THEREWITH, PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

Whereas, Florida Statue 163.3167 requires each County and City to have a Comprehensive Plan, and

Whereas, Florida Statue 163.3201 and 163.3202 requires the County and Cities to implement Land Development Regulations that are consistent with the Comprehensive Plan, and

Whereas, Gulf County has an existing Land Development Regulations (LDR); and

Whereas, Florida Statute 125.66 (2)a specifically provides for the proper publication, notice and announcement of Gulf County's intent and consideration of any and all land use modification and ordinance adoption; and such notice has been properly published for general circulation in the county, and

Whereas, F.S. 163.3202 mandates provision for open space, floodplain protection, drainage, and stormwater management; and

Whereas, Gulf County is an active participant in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS); and

Whereas, the NFIP and CRS require a participating community to adopted an ordinance that is consistent with their model flood prevention ordinance; and

Whereas, said ordinance is necessary for a community to be NFIP and CRS compliance and is required to be updated with every map revision or within an established time frame; and

Whereas, Gulf County has adopted a Flood Prevention Ordinance and has chosen to incorporate the ordinance in whole into the LDR to maintain NFIP/CRS compliance, avoid duplication and improve flood protection awareness; and

Whereas, F.S. 163.3202 mandates provision for regulating signs; and

Whereas, the regulation of signs has the potential for legal issues and as a sensitive issue for both those in favor and those against signage, Gulf County has adopted a Sign Ordinance and has chosen to incorporate the ordinance in whole into the LDR to avoid duplication and reduce conflicts; and

Whereas, Gulf County has additional adopted or planned ordinances that are related to the location or intended activity on a property and those ordinances are incorporated into the LDR or will be incorporated into the LDR upon the ordinance adoption; and

Whereas, all changes between the existing LDR and the revised LDR have been submitted for review in strikethrough and underline format; and

Whereas, apiculture is an important agricultural activity in Gulf County which can and has posed a risk to the public when apiculture activities are too close to residential prompting the County to govern the location of apiculture activities; and

Whereas, On April 4 and April 11, 2013 a Public Notice was advertised in The STAR offering the public an opportunity to participate at two scoping meetings held on Wednesday, April 10, 2013 at 5:00 pm and on Monday, April 15, 2013 at 8:45 am; and

Whereas, On June 6 and June 13, 2013 a Public Notice was advertised in The STAR offering the public an opportunity to participate at the Planning and Development Review Board (PDRB) on June 17, 2013 at 8:45 am Public Hearing for the proposed adoption of the LDR revisions; and

Whereas, the On June 6 and June 13, 2013 a Public Notice was advertised in The STAR offering the public opportunity to participate at the Board of County Commissioners (BOCC) Public Hearing on June 25, 2013 at 9:00 am for the adoption of the proposed LDR revisions; and

Whereas, the Tuesday, June 25, 2013 meeting was canceled for the BOCC to travel to the FAC Conference and the BOCC meeting was reschedule for Monday, June 24, 2013 with public notice posted at the Court House and Administration Building; and

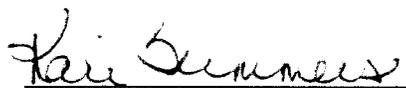
Whereas, the BOCC received the recommendation of the PDRB to adopt the revised LDR; and

Whereas, the BOCC after public comment proceeded to adopt the revised LDR by the following vote: Commissioner McLemore voted Y ; Commissioner McDaniel voted Y ; Commissioner Bryan voted Y ; Commissioner Smiley voted Y ; Commissioner Yeager voted Y

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA TO ADOPT THE REVISED LAND DEVELOPMENT REGULATIONS (LDR) AS PRESENTED IN EXHIBIT A:

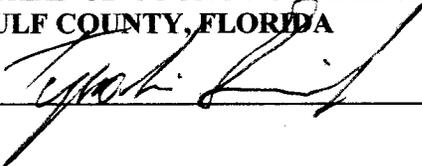
If any part of this Ordinance is held to be unconstitutionally void or invalid, the validity of the remaining part of the Ordinance shall not be affected thereby.

ATTEST:

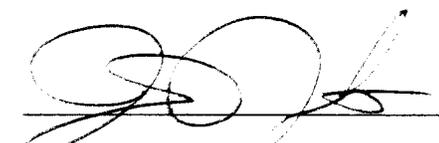


DEPUTY
Rebecca L. Norris, Clerk

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA



Tanalin Smiley, Chairman



Jeremy Novak, County Attorney

THIS INSTRUMENT PREPARED BY:
THOMAS S. GIBSON
Rish, Gibson & Schotz, P.A.
P. O. BOX 39
PORT ST. JOE, FL 32457
File No. 11-0487
Parcel No. 03808-088

Inst:201223000307 Date: 1/25/2012 Time: 10:24 AM
Doc Stamp-Deed: 1750.00
DK, DC, Rebecca L. Norris, Gulf County B:515 P:602

WARRANTY DEED

THIS WARRANTY DEED made January 19, 2012, A.D.,
by **John R. Schweitzer and Peggy A. Schweizer, Trustees of the Peggy A. Schweizer Revocable Trust dated October 12, 1992**, whose post office address is 8695 Hwy 98 Port St. Joe, FL 32456, hereinafter called the Grantor,

to **ELLIS C. SMITH, a single man**, whose post office address is 107 Ridley Avenue LaGrange, GA 30240, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Gulf County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

GRANTOR(S) HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR(S).

SUBJECT TO: Covenants, Restrictions and Easements of record, if any.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenant with said grantee that the Grantor are lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrant the title to all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010 and **SUBJECT TO** the Applicable Comprehensive Plan, including developmental regulations and **SUBJECT TO** to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

And Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to any exceptions set forth herein.

IN WITNESS WHEREOF, the said Grantor have signed and sealed these presents the day and year first above written.

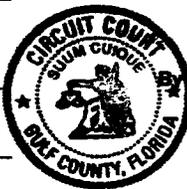
Signed, sealed and delivered in our presence:

[Signature]
Witness Signature
Printed Name: Thomas S. Gibson

THE PEGGY A. SCHWEIZER REVOCABLE TRUST DATED OCTOBER 12, 1992

By: [Signature]
John R. Schweitzer, Trustee by Peggy A. Schweizer as Attorney in Fact

[Signature]
Witness Signature
Printed Name: Deborah M. Barnes



[Signature]
Peggy A. Schweizer, Trustee

STATE OF FLORIDA
COUNTY OF GULF

The foregoing instrument was acknowledged before me this 19 day of January, 2012 by PEGGY A. SCHWEIZER, INDIVIDUAL TRUSTEE, AND AS ATTORNEY IN FACT FOR JOHN R. SCHWEIZER, TRUSTEE OF THE PEGGY A. SCHWEIZER REVOCABLE TRUST DATED OCTOBER 12, 1992 and who is personally known to me or who have produced a valid driver's license as identification.



[Signature]
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT "A"

LOT 13

A parcel of land, being a portion of original government lot 7, fractional Section 31, Township 6 South, Range 11 West, Gulf County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said original government lot 7; thence run South 89° 53' 47" West for 865.72' to the Northwesterly boundary line of "Gulf Aire Subdivision Phase II," as recorded in Plat Book 3, pages 30 & 31, of the Public Records of Gulf County, Florida; thence run South 49° 07' 28" West along said Northwesterly boundary line and its prolongation Southwesterly for 1128.21' to the Southwesterly right-of-way line of U.S. highway No. 98 (a 66.0' right-of-way as presently established); thence run North 40° 52' 33" West (bearing base) along said Southwesterly right-of-way line of U.S. Highway No. 98 for 900.00' for the Point of Beginning for this description; from said Point of Beginning, continue North 40° 52' 33" west along said right-of-way line for 72.95'; thence, leaving said right-of-way line, run South 89° 53' 47" West for 344', more or less, to the water's edge of the Gulf of Mexico; thence Southeasterly along said water's edge for 298', more or less, to a point that bears South 49° 07' 28" West from the Point of Beginning; thence, leaving said water's edge, run North 49° 07' 28" East for 263', more or less, to the Point of Beginning;

____ Recording Fee
____ Stamps
____ TOTAL

PREPARED BY:
Thomas S. Gibson, of
RISH, GIBSON & SCHOLZ, P.A.
116 SAILOR'S COVE DRIVE
PORT ST JOE, FL 32456
RGS FILE NO.: 13-0008
Parcel I.D. No. 03806-080R

Inst:201323005473 Date:12/17/2013 Time:10:42 AM
Doc Stamp-Deed:0.70
DC, Rebecca L. Norris, Gulf County B:548 P:421

WITHOUT BENEFIT OF TITLE SEARCH OR ABSTRACT
AND IS BASED SOLELY ON FACTS PROVIDED BY EITHER
OF THE PARTIES OR HIS AGENT

**STATE OF FLORIDA
COUNTY OF GULF**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **ELLIS C. SMITH**, hereafter called Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant to **ELLIS CAUDLE SMITH, JR.**, whose address is: 107 Ridley Avenue, LaGrange, GA 30240, hereafter called Grantee, (but which words Grantor and Grantee herein shall be construed in the plural as well as the singular if the context so permits or requires), and the heirs, executors, administrators, successors and assigns of Grantee, forever, the real property in **GULF** County, Florida, described as:

DESCRIPTION: LOT 2 (PARENT TRACT)

A PARCEL OF LAND BEING A PORTION OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID ORIGINAL GOVERNMENT LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, S 89°53'47" W, 865.72 FEET TO THE NORTHWESTERLY CORNER OF GULF AIRE SUBDIVISION PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 30 AND 31 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE, ALONG THE NORTHWESTERLY LINE OF SAID GULF AIRE SUBDIVISION PHASE II, AND THE SOUTHWESTERLY EXTENSION OF SAID LINE, S 49°07'28" W, 1128.21 FEET TO THE OLD SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 98 (OLD 66' RIGHT OF WAY); THENCE ALONG SAID OLD SOUTHWESTERLY RIGHT OF WAY LINE, N 40°52'33" W, 900.00 FEET; THENCE LEAVING SAID OLD RIGHT OF WAY LINE, S 49°40'51" W, 9.04 FEET TO THE EXISTING RIGHT OF WAY LINE OF SAID US HIGHWAY 98 (RIGHT OF WAY VARIES) THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 40°20'42" W, 38.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, S 49°40'51" W, 86.84 FEET; THENCE S 58°19'01" W, 225.93 FEET TO THE WATER'S EDGE OF THE GULF OF MEXICO; THENCE ALONG SAID WATER'S EDGE, N 40°21'07" W, 276.79 FEET; THENCE LEAVING SAID WATER'S EDGE, S 89°32'50" E, 409.80 FEET TO THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, S 40°20'42" E, 43.10 FEET TO THE POINT OF BEGINNING. CONTAINING 1.17 ACRES, MORE OR LESS.

GRANTOR(S) HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR(S).

SUBJECT TO: Covenants, Restrictions and Easements of record, if any.

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

And Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to any exceptions set forth herein.

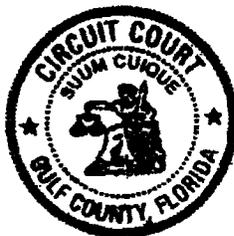
IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 13 day of December 2013.

Signed, sealed and delivered
in the presence of:

[Signature]
1st Witness Signature
Printed Name: Thomas S. Gibson

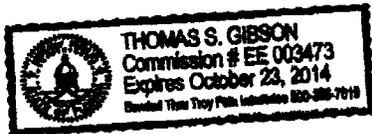
[Signature]
ELLIS C. SMITH

[Signature]
2nd Witness Signature
Printed Name: Peggy W. Koffel



STATE OF GEORGIA Florida
COUNTY OF Gulf

The foregoing instrument was acknowledged before me this 13 day of December, 2013, by ELLIS C. SMITH [] who is/are personally known to me or [] who has/have produced _____ as identification.



[Signature]
NOTARY PUBLIC - STATE OF GEORGIA
My Commission Expires:

ELLIS CAUDLE SMITH-CORRECTIVE MINOR REPLAT 2012

- SURVEY NOTES**
1. THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR ACCORDING TO INSTRUCTIONS FROM THE CLIENT.
 3. BEARINGS SHOWN HEREON ARE AS PER THE DESCRIPTION PROVIDED, REFERENCED TO THE SOUTHWEST RIGHT OF WAY LINE OF US HIGHWAY 98, BEARING BEING S 40°20'42" E.
 4. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A QUADANTARY SURVEY.
 5. ENCROACHMENTS, UNDERGROUND FOUNDATIONS AND UTILITIES HAVE NOT BEEN LOCATED, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 1204500217G, INDEX DATE 04/19/09, THIS PROPERTY LIES IN ZONE AE, BASE FLOOD ELEVATION 12 FEET AND ZONE VE, BASE FLOOD ELEVATIONS 13, 14 15 AND 16 FEET.
 7. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THIS PROPERTY, THERE MAY BE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT MAY AFFECT THE PROPERTY.
 8. BUILDING SETBACKS SHOWN HEREON ARE ACCORDING TO THE GULF COUNTY LAND DEVELOPMENT REGULATIONS, THESE SETBACKS SHOULD BE VERIFIED WITH LOCAL BUILDING DEPARTMENT BEFORE CONSTRUCTION, THE 7.5 FOOT SETBACK APPLIES TO STRUCTURES LESS THAN 25 FEET HIGH, THE 9.5 FOOT SETBACK APPLIES TO STRUCTURES 25 FEET HIGH OR HIGHER.
 9. THE LANDS DESCRIBED HEREON ARE SUBJECT TO RESTRICTIONS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL CONSTRUCTION CONTROL LINE, ANY IMPROVEMENTS TO THIS PROPERTY SEAWARD OF THIS LINE MUST BE PERMITTED THROUGH THE FDEP BEFORE CONSTRUCTION, AS WELL AS ALL LOCAL AUTHORITIES.
 10. THE ACCURACY OF THE SURVEY MEASUREMENTS METS OR EXCEEDS THE INTENDED USE OF THE PROPERTY, COMMERCIAL/HIGH RISK, 1 FOOT IN 10,000 FEET.
 11. ADDITIONS OR DELETIONS FROM THIS SURVEY BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

DESCRIPTION: LOT 1
 A PARCEL OF LAND BEING A PORTION OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 31, TOWNSHIP 8 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID ORIGINAL GOVERNMENT LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, S 88°53'47" W, 865.72 FEET TO THE NORTHWESTERLY CORNER OF GULF AIRE SUBDIVISION PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 30 AND 31 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE, ALONG THE NORTHWESTERLY LINE OF SAID GULF AIRE SUBDIVISION PHASE II, AND THE SOUTHWESTERLY EXTENSION OF SAID LINE, S 48°07'28" W, 1128.21 FEET TO THE OLD SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 98 (OLD 66' RIGHT OF WAY); THENCE ALONG SAID OLD SOUTHWESTERLY RIGHT OF WAY LINE, N 40°52'33" W, 900.00 FEET; THENCE LEAVING SAID OLD RIGHT OF WAY LINE, S 48°40'51" W, 9.04 FEET TO THE EXISTING RIGHT OF WAY LINE OF SAID US HIGHWAY 98 (RIGHT OF WAY VARIES) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, S 48°40'51" W, 310.19 FEET TO THE WATER'S EDGE OF THE GULF OF MEXICO; THENCE ALONG SAID WATER'S EDGE, N 40°21'07" W, 71.83 FEET; THENCE LEAVING SAID WATER'S EDGE, N 58°19'01" E, 223.93 FEET; THENCE N 48°40'51" E, 86.84 FEET TO THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, S 40°20'42" E, 38.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRE, MORE OR LESS.

DESCRIPTION: LOT 2
 A PARCEL OF LAND BEING A PORTION OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 31, TOWNSHIP 8 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID ORIGINAL GOVERNMENT LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, S 88°53'47" W, 865.72 FEET TO THE NORTHWESTERLY CORNER OF GULF AIRE SUBDIVISION PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 30 AND 31 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE, ALONG THE NORTHWESTERLY LINE OF SAID GULF AIRE SUBDIVISION PHASE II, AND THE SOUTHWESTERLY EXTENSION OF SAID LINE, S 48°07'28" W, 1128.21 FEET TO THE OLD SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 98 (OLD 66' RIGHT OF WAY); THENCE ALONG SAID OLD SOUTHWESTERLY RIGHT OF WAY LINE, N 40°52'33" W, 900.00 FEET; THENCE LEAVING SAID OLD RIGHT OF WAY LINE, S 48°40'51" W, 9.04 FEET TO THE EXISTING RIGHT OF WAY LINE OF SAID US HIGHWAY 98 (RIGHT OF WAY VARIES); THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 40°20'42" W, 38.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, S 48°40'51" W, 86.84 FEET; THENCE S 58°19'01" W, 223.93 FEET TO THE WATER'S EDGE; THENCE LEAVING SAID WATER'S EDGE, S 88°32'50" E, 409.80 FEET TO THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, S 40°20'42" E, 43.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1.17 ACRES, MORE OR LESS.

CERTIFICATE
 THIS IS TO CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 5A-17.061, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472, STATUTES, 472.

DATE: THIS SKETCH AND THE CERTIFICATE: 03-04-2013



S M MARLEY & ASSOCIATES, INC.
 SURVEYING & MAPPING BUSINESS
 FLORIDA CERTIFICATE NO. LB6018
 SHERI M. MARLEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS4432

SHEET 1 OF 2

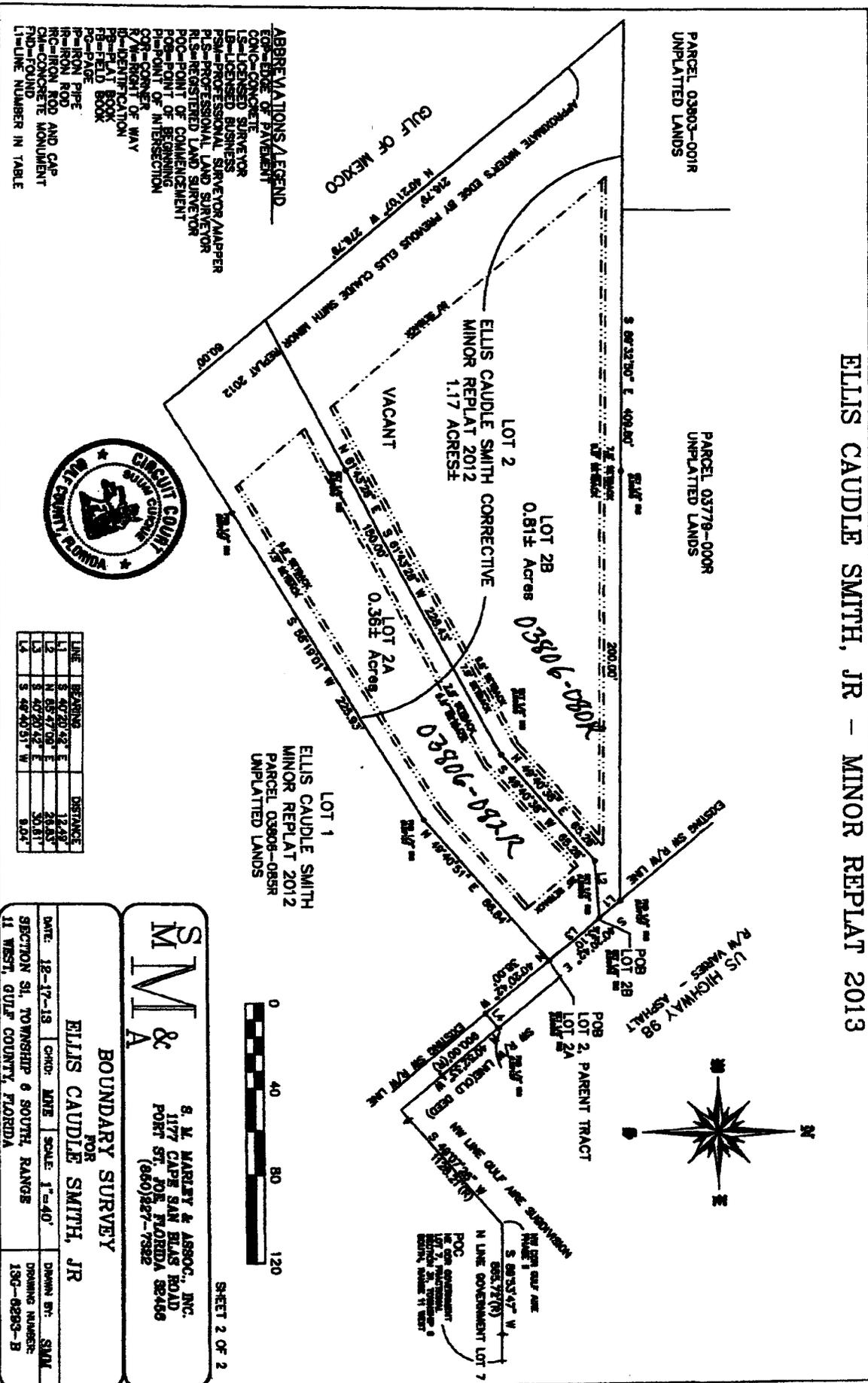
S M & A
 S. M. MARLEY & ASSOC., INC.
 1177 CAPE SAN BLAS ROAD
 FORT ST. JOR, FLORIDA 32466
 (860) 827-7382

SKETCH OF DESCRIPTION

FOR
 ELLIS CAUDLE SMITH

DATE	3-4-13	CHKD. LINE	SCALE: 1"=40'	DRAWN BY:	SMU
SECTION	31, TOWNSHIP 8 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA			DRAWING NUMBER:	13C-6293-B

ELLIS CAUDLE SMITH, JR - MINOR REPLAT 2013



PARCEL 03903-001R
UNPLATTED LANDS

PARCEL 03779-000R
UNPLATTED LANDS

LOT 1
ELLIS CAUDLE SMITH
MINOR REPLAT 2012
PARCEL 03908-085R
UNPLATTED LANDS

SHEET 2 OF 2

- ABBREVIATIONS/LEGEND**
- FOR - EDGE OF PAVEMENT
 - CONC - CONCRETE
 - LS - LICENSED SURVEYOR
 - LS - LICENSED BUSINESS
 - PS - PROFESSIONAL SURVEYOR/MAPPER
 - PLS - PROFESSIONAL LAND SURVEYOR
 - R.S. - REGISTERED LAND SURVEYOR
 - POC - POINT OF COMMENCEMENT
 - POB - POINT OF BEGINNING
 - POI - POINT OF INTERSECTION
 - COR - CORNER
 - R/W - RIGHT OF WAY
 - ID - IDENTIFICATION
 - FB - FIELD BOOK
 - PC - PAGE
 - IR - IRON PIPE
 - IR - IRON ROD
 - RC - IRON ROD AND CAP
 - CM - CONCRETE MONUMENT
 - MD - FOUND
 - LI - LINE NUMBER IN TABLE



LINE	BEARING	DISTANCE
L1	S 47°20'42" E	12.48'
L2	N 85°47'09" E	28.43'
L3	S 47°20'42" E	30.61'
L4	S 48°40'51" W	8.04'

S M & A

S. M. MARLEY & ASSOC., INC.
1177 CAPE SAN BLAS ROAD
PORT ST. JOE, FLORIDA 32456
(850) 287-7322

BOUNDARY SURVEY

FOR
ELLIS CAUDLE SMITH, JR

DATE: 12-17-13	CHRG: MJE	SCALE: 1"=40'	DRAWN BY: SMJ
SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA			DRAWING NUMBER: 130-0293-B

ELLIS CAUDLE SMITH, JR - MINOR REPLAT 2013

1. SURVEY NOTES
2. THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR ACCORDING TO INSTRUCTIONS FROM THE CLIENT.
4. BEARINGS SHOWN HEREON ARE AS PER THE DESCRIPTION PROVIDED, REFERENCED TO THE SOUTHWEST RIGHT OF WAY LINE OF US HIGHWAY 98, BEARING BEING S 40°20'42" E.
5. THIS IS A BOUNDARY SURVEY.
6. UNDERGROUND FOUNDATIONS AND UTILITIES HAVE NOT BEEN LOCATED.
7. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12045002170, INDEX DATE 04/18/08, THIS PROPERTY LIES IN ZONE AE, BASE FLOOD ELEVATION 12 FEET AND ZONE VE, BASE FLOOD ELEVATIONS 13, 14, 15 AND 16 FEET.
8. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THIS PROPERTY, THERE MAY BE UNRECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT MAY AFFECT THE PROPERTY.
9. BUILDING SETBACKS SHOWN HEREON ARE ACCORDING TO THE GULF COUNTY LAND DEVELOPMENT REGULATIONS. THESE SETBACKS SHOULD BE VERIFIED WITH LOCAL BUILDING DEPARTMENT BEFORE CONSTRUCTION. THE 7.5 FOOT SETBACK APPLIES TO STRUCTURES LESS THAN 20 FEET HIGH, THE 9.5 FOOT SETBACK APPLIES TO STRUCTURES 20 FEET HIGH OR HIGHER.
10. THE LANDS DESCRIBED HEREON ARE SUBJECT TO RESTRICTIONS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL CONSTRUCTION CONTROL LINE, ANY IMPROVEMENTS TO THIS PROPERTY SEAWARD OF THIS LINE MUST BE PERMITTED THROUGH THE DEP BEFORE CONSTRUCTION, AS WELL AS ALL LOCAL AUTHORITIES.
11. THE ACCURACY OF THE SURVEY MEASUREMENTS MEETS OR EXCEEDS THE INTENDED USE OF THE PROPERTY. COMMERCIAL HIGH RISK, 1 FOOT IN 10,000 FEET.
12. ADDITIONS OR DELETIONS FROM THIS SURVEY BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

DESCRIPTION: LOT 28 (PARENT TRACT)
 A PARCEL OF LAND BEING A PORTION OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID ORIGINAL GOVERNMENT LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, S 89°33'47" W, 885.72 FEET TO THE NORTHWESTERLY CORNER OF GULF LANE SUBDIVISION PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 30 AND 31 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE ALONG THE NORTHWESTERLY LINE OF SAID GULF LANE SUBDIVISION PHASE II, AND THE SOUTHWESTERLY EXTENSION OF SAID LINE, S 49°07'28" W, 1128.21 FEET TO THE OLD SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 98 (OLD 66' RIGHT OF WAY); THENCE ALONG SAID OLD SOUTHWESTERLY RIGHT OF WAY LINE, N 40°52'33" W, 900.00 FEET; THENCE LEAVING SAID OLD RIGHT OF WAY LINE, S 49°40'51" W, 9.04 FEET TO THE EXISTING RIGHT OF WAY LINE OF SAID US HIGHWAY 98 (RIGHT OF WAY VARIES); THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 40°20'42" W, 38.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, S 49°40'51" W, 66.84 FEET; THENCE S 59°19'01" W, 228.43 FEET TO THE WATER'S EDGE OF THE GULF OF MEXICO; THENCE ALONG SAID WATER'S EDGE, N 40°21'07" W, 216.79 FEET; THENCE LEAVING SAID WATER'S EDGE, S 89°32'50" E, 409.80 FEET TO THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, S 40°20'42" E, 43.10 FEET TO THE POINT OF BEGINNING, CONTAINING MORE OR LESS.

CERTIFICATE
 THIS IS TO CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 54-17.051, FLORIDA ADMINISTRATIVE CODE, AND APPROVED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PUNSUANT TO FLORIDA STATUTES CHAPTER 472.

DATE OF THIS SKETCH AND THE CERTIFICATE: 12-17-2013

S. M. MARLEY & ASSOCIATES, INC.
 SURVEYING & MAPPING BUSINESS
 FLORIDA CERTIFICATE NO. 186018
 SUSAN M. MARLEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 154432

12/26/2013 4:20 PM
 Rebecca L. Norris, Gulf County 9:58 AM '13

DESCRIPTION: LOT 2A
 A PARCEL OF LAND BEING A PORTION OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID ORIGINAL GOVERNMENT LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, S 89°33'47" W, 885.72 FEET TO THE NORTHWESTERLY CORNER OF GULF LANE SUBDIVISION PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 30 AND 31 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE, ALONG THE NORTHWESTERLY LINE OF SAID GULF LANE SUBDIVISION PHASE II, AND THE SOUTHWESTERLY EXTENSION OF SAID LINE, S 49°07'28" W, 1128.21 FEET TO THE OLD SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 98 (OLD 66' RIGHT OF WAY); THENCE ALONG SAID OLD SOUTHWESTERLY RIGHT OF WAY LINE, N 40°52'33" W, 900.00 FEET; THENCE LEAVING SAID OLD RIGHT OF WAY LINE, S 49°40'51" W, 9.04 FEET TO THE EXISTING RIGHT OF WAY LINE OF SAID US HIGHWAY 98 (RIGHT OF WAY VARIES); THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 40°20'42" W, 38.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EXISTING RIGHT OF WAY LINE, S 49°40'51" W, 66.84 FEET; THENCE S 59°19'01" W, 228.43 FEET TO THE WATER'S EDGE OF THE GULF OF MEXICO; THENCE ALONG SAID WATER'S EDGE, N 40°21'07" W, 216.79 FEET; THENCE LEAVING SAID WATER'S EDGE, S 89°32'50" E, 409.80 FEET TO THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, S 40°20'42" E, 43.10 FEET TO THE POINT OF BEGINNING, CONTAINING MORE OR LESS.

DESCRIPTION: LOT 28
 A PARCEL OF LAND BEING A PORTION OF ORIGINAL GOVERNMENT LOT 7, FRACTIONAL SECTION 31, TOWNSHIP 6 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID ORIGINAL GOVERNMENT LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, S 89°33'47" W, 885.72 FEET TO THE NORTHWESTERLY CORNER OF GULF LANE SUBDIVISION PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 30 AND 31 OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE, ALONG THE NORTHWESTERLY LINE OF SAID GULF LANE SUBDIVISION PHASE II, AND THE SOUTHWESTERLY EXTENSION OF SAID LINE, S 49°07'28" W, 1128.21 FEET TO THE OLD SOUTHWESTERLY RIGHT OF WAY LINE OF US HIGHWAY 98 (OLD 66' RIGHT OF WAY); THENCE ALONG SAID OLD SOUTHWESTERLY RIGHT OF WAY LINE, N 40°52'33" W, 900.00 FEET; THENCE LEAVING SAID OLD RIGHT OF WAY LINE, S 49°40'51" W, 9.04 FEET TO THE EXISTING RIGHT OF WAY LINE OF SAID US HIGHWAY 98 (RIGHT OF WAY VARIES); THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, N 40°20'42" W, 38.00 FEET; THENCE CONTINUE ALONG SAID EXISTING RIGHT OF WAY LINE, S 49°40'51" W, 66.84 FEET; THENCE S 59°19'01" W, 228.43 FEET TO THE WATER'S EDGE OF THE GULF OF MEXICO; THENCE ALONG SAID WATER'S EDGE, N 40°21'07" W, 216.79 FEET; THENCE LEAVING SAID WATER'S EDGE, S 89°32'50" E, 409.80 FEET TO THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING RIGHT OF WAY LINE, S 40°20'42" E, 43.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.81 ACRE, MORE OR LESS.

SHEET 1 OF 2

SM &

S. M. MARLEY & ASSOC., INC.
 1177 CAPE SABLE BLVD ROAD
 PORT ST. JOE, FLORIDA 32456
 (850) 287-7282

BOUNDARY SURVEY

FOR
ELLIS CAUDLE SMITH, JR

DATE	12-17-13	CHGD	LINE	SCALE	1"=40'
SECTION	GULF COUNTY, TOWNSHIP 6 SOUTH, RANGE 11 WEST			DRAWING BY:	SMW
	GULF COUNTY, FLORIDA			DRAWING NUMBER:	130-6293-B

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

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

Memorandum

To: Gulf County Board of County Commissioners
From: Jeremy T.M. Novak, County Attorney
CC: County Administrator, Don Butler
Date: 03/28/14
Re: Proposed County Administrator Ordinance

Pursuant to this Commission's vote and instructions, the attached proposed ordinance has been properly advertised for a public hearing and consideration of its adoption.

The legal advertisement was published on March 27, 2014 and announced the noticed public hearing and Commission's consideration at its regular meeting scheduled for April 8, 2014.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Gulf County Board of County Commissioners will hold a public hearing to consider adoption of the following Ordinance with the following title:

AN ORDINANCE WHICH PROVIDES FOR THE APPOINTMENT OF A COUNTY ADMINISTRATOR, PROVIDING FOR COMPENSATION, PROVIDING FOR THE COUNTY ADMINISTRATORS POWERS AND DUTIES, PROVIDING FOR NON-INTERFERENCE BY THE BOARD IN DAY TO DAY OPERATIONS, PROVIDING FOR RESPONSIBILITIES OF THE COUNTY ADMINISTRATOR, PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE.

Complete Ordinances on file in the Clerk's Office

A public reading, introduction and public hearing will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, April 8th at 9:00 a.m. est. in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

All interested persons may appear and be heard with respect to the proposed Ordinance. If a person decides to appeal any decisions made by the Gulf County Commission with respect to any matter considered at this hearing, he/she will need a record of the proceedings and that for such purpose he/she may need to ensure a verbatim record of the proceedings made and which would include any evidence upon which the appeal is to be based.

A copy of the proposed Ordinance is available for inspection on weekdays between the hours of 9:00 a.m. est., and 5:00 p.m. est. at the Office of the Clerk of Court, Gulf County Courthouse, 1000 C.G. Costin, Sr., Blvd., Port St. Joe, Florida, 32456.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

BY: WARD MCDANIEL, CHAIRMAN

Ad Date: March 27, 2014

Ad #2014-32

Publish in Legals

Invoice: Gulf County Board of County Commissioners

ORDINANCE NO. 2014-_____

AN ORDINANCE WHICH PROVIDES FOR THE APPOINTMENT OF A COUNTY ADMINISTRATOR; PROVIDING FOR THE ADMINISTRATOR'S POWERS, DUTIES AND RESPONSIBILITIES; COMPENSATION; PROVIDING FOR NON-INTERFERENCE BY THE BOARD IN DAY TO DAY OPERATIONS; PROVIDING FOR REPEALER, SEVERABILITY AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners' of Gulf County, Florida purpose in a adopting this ordinance is to establish the form of county administration that best assures the adequate and efficient provision of services of the county, that provides for coordinated administration of county departments to better protect the health, welfare, safety, and quality of life of the residents, that places in the hands of the county administrator the multitude of details which must necessarily arise from the operation of the county as a unit of local government, and, thus, enables the Board of County Commissioners to perform freely, without unnecessary interruption, its fundamental intended purpose of making policies within the framework of law applicable to county government in the state of Florida. It is further the intent of this ordinance to provide a formula and structure for the economic and efficient conduct of county affairs by making the county administrator established by this ordinance responsible for handling all things necessary to accomplish and bring to fruition the policies established by the Board of County Commissioners, and

WHEREAS, the Board of County Commissioners of Gulf County has historically established through policy and now hereunder ordinance that absent the express direction, vote and action of the Board of County Commissioners in a public meeting, the county administrator shall be the designated and authorized county personnel to administer the daily assignment, management, oversight and operations of the county staff, vendors, subcontractors and designated professionals, and

WHEREAS, the Board of County Commissioners of Gulf County has determined and designated that the county administrator as the county official who shall determine and facilitate the regularly required tasks and scope of services by all the various county departments and professionals, and

WHEREAS, the Board of County Commissioners of Gulf County deem it to be in the best interest of Gulf County, Florida to incorporate in its ordinances the powers that may be granted to its administrator pursuant to the provisions of Chapter 125.70 through 125.74 of the Florida Statutes which are designed to apply to a County in the State which has not adopted a charter form of government.

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

Section 1. County Administrator; Appointment, Qualifications, and Compensation

A. The Board of County Commissioners shall appoint a county administrator, who shall be the administrative head of the county and shall be responsible for the administration of all departments of the county government which the board of county commissioners has authority to control pursuant to the general laws of Florida, or other applicable legislation.

B. The county administrator shall be qualified by administrative and executive experience and ability to serve as the chief administrator of the county. He or she shall be appointed by an affirmative vote of not less than three members of the county commissioners and may be removed at any time by an affirmative vote of not less than three members of the board, upon notice, if such be requested by the county administrator. The administrator need not be a resident of the county at the time of appointment, but during his or her tenure in office shall reside within the county.

C. The compensation of the administrator shall be fixed by the board of county commissioners unless otherwise provided by law.

D. The office of county administrator shall be deemed vacant if the incumbent moves his or her residence from the county or is, by death, illness, or other casualty, unable to continue in office. A vacancy in the office shall be filled in the same manner as the original appointment. The board of county commissioners may appoint an acting administrator in the case of vacancy or temporary absence or disability until a successor has been appointed and qualified or if the administrator returns.

Section 2. County Administrator; Powers and Duties.

A. The administrator shall be responsible for the administration of all departments, responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board. To that end, the administrator, by way of enumeration and not by way of limitation, has the following specific powers and duties to:

1. Administer and carry out the directives and policies of the board of county commissioners and enforce all orders, resolutions, ordinances, and regulations of the board to assure that they are faithfully executed.

2. Report to the board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

3. Provide the board, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the board.

4. In conjunction with the clerk's office, prepare and submit to the board of county commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

5. Establish the schedules and procedures to be followed by county departments, offices, and agencies in connection with the budget and supervise and administer the various phases of the budgetary process.

6. In conjunction with the clerk's office, prepare and submit to the board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit his or her recommendations.

7. Supervise the care and custody of all county property under the care of departments and others which the board of county commissioners has authority to control.

8. Recommend to the board a current position classification and pay plan for all positions in county service which the board of county commissioners has authority to control.

9. In conjunction with the clerk's office and its assigned support staff to the county commission; develop, install, and maintain centralized budgeting, personnel, legal, and

purchasing procedures for all departments which the board of county commissioners has authority to control.

10. Organize the work of county departments, administration and oversight of operations of the county and make recommendations pertaining thereto for reorganization of the departments by the board.

11. Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the board.

12. Suspend, discharge, or remove any employee under the jurisdiction of the board pursuant to procedures adopted by the board.

13. Negotiate leases, contracts, and other agreements, including consultant services, for the county, subject to approval of the board, and make recommendations concerning the nature and location of county improvements.

14. See that all terms and conditions in all leases, contracts, and agreements are performed.

15. Attend meetings of the board with authority to participate in the discussion of any matter.

16. Perform such other duties as may be specifically notified, requested and required by the board of county commissioners.

B. It is the intent of the board to grant to the county administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the board of county commissioners as the governing body of the county pursuant to s. 1(e) Article VIII of the Florida Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its roles as the policy-setting governing body of the county.

Section 3. Non-Interference by the Board in Day-to-Day Operations.

A. It is the intent of the board of county commissioners to have the county administrator handle all day-to-day operations of the board. Except for the purpose of inquiry and information, the members of the board of county commissioners shall not interfere with the

performance of the duties of any employee of the county who is under the direct or indirect supervision of the county administrator.

B. The county administrator shall be permitted to receive requests and inquiries from both the Commission and staff with regard to any and all extraordinary services and projects and thereafter the county administrator shall determine their permissibility within the scope of daily operations for the county.

C. The county administrator shall be permitted to review each request for county staff assistance and/or services from the board of county commissioner and provide the directive to provide the service as appropriate and customary in the functions by the county staff. Alternatively, the request or issue may be placed before the board of county commission by a commissioner or the administrator at its next regularly scheduled public meeting. Thereafter, the board of county commission may provide further direction and authority to the administrator to reallocate county staff and resources on a project that may or may not have been preapproved by the administrator.

D. The board of county commissioners shall have the authority to enforce this non-interference subsection by a vote of not less than three (3) commissioners against a county commissioner by a suit for injunctive relief in circuit court. If an injunction is granted against a commissioner, such commissioner shall be personally liable for all costs and reasonable attorney's fees incurred by the board. If an injunction is not granted against the commissioner, such commissioner shall be entitled to payment by the County of all costs and reasonable attorney's fees incurred in defending such action.

E. In the event a commissioner against whom an injunction has been entered is subsequently found to be in contempt of the injunction and the violation shall constitute malfeasance in office.

Section 4. Severability.

It is declared to be the intent of the Board of County Commissioners of Gulf County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance is held invalid or unenforceable, it shall be deemed severable, and the board of county commissioners hereby declares its intent that the remainder of the Ordinance shall be construed as not having

contained said section, subsection, sentence, clause, or provision, and shall not be affected by such holding, and the remainder of the ordinance shall remain in full force and effect.

Section 5. Modification.

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

Section 6. Repealer.

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

Section 7. Effective Date.

This Ordinance shall be effective as provided by law.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Gulf County, Florida, on this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY, FLORIDA

ATTEST:
REBECCA L. NORRIS, CLERK

By: _____
Deputy Clerk

By: _____
Ward McDaniel, Chairman

APPROVED AS TO FORM AND CONTENT:

By _____
Jeremy T.M. Novak, Gulf County Attorney

ADVOCATES FOR CHILDREN, INC.

Post Office Box 1521
Panama City, Florida 32402
(850) 747-5180
FAX (850) 747-5463

Dear Community Leader,

For the past nineteen years Advocates for Children Inc. has been blessed to be the beneficiary of the proceeds from the Jeff Berberich Memorial Golf Tournament. Jeff Berberich was a young man that loved children and the game of golf. Jeff tragically lost his life in an automobile accident in 1994. His parents, Chuck and Judy Berberich along with Jeff's brothers, honor his memory and his love for children and golf by sponsoring this annual tournament. The tournament benefits abused, abandoned and neglected children in Bay, Holmes, Washington, Jackson, Gulf and Calhoun counties.

Advocates for Children Inc. is a non-profit community organization that provides funds to help support the Guardian ad item Program in the 14th Judicial Circuit. The Guardian ad Litem Program is made up of specially trained volunteers appointed by the court to represent the best interest of children who have been abused and who are currently in the system. The volunteer is in court to speak for the child and advocates on their behalf. Over the past years thousands of children have been represented through this program. Sadly, many of these children are in need of basic things like seasonally appropriate clothing, under garments, shoes and school supplies. This is where Advocates for Children is available to step in and help. Assistance is also given through the program to purchase birthday and holiday gifts as well as providing kid's opportunities for summer camp and other special activities that they may otherwise be unable to attend. Through the Guardian ad Litem Program those children needing assistance are identified and Advocates for Children, along with your help and the efforts of the Berberich family, assist in meeting those needs.

We are honored to have the support of the Berberich family and their continued efforts to help abused and neglected children in our community. Please help Advocates for Children with the generosity of the Berberich family to continue to assist these children. Your contribution will go a long way in helping those most vulnerable live as normal a life as possible while dealing with traumatic circumstances. Help make a difference in the life of a child. Thank you for your support.

Sincerely,

Robyn Conklin
President, Advocates for Children, Inc.

2014 MAR 26 AM 11:02
REBECCA L. HORNIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA

JEFF BERBERICH TWENTIETH ANNUAL INVITATIONAL TOURNAMENT

An opportunity to be a community contributor to benefit kids at

ADVOCATES FOR CHILDREN INC.

Working to help abused, neglected and abandoned children in the 14th Judicial Circuit

All proceeds go to Advocates for Children Inc.

Hole Sponsor.....\$125.00

Tee/Green Sign displayed at the tournament for three days and recognition in the annual invitation

Yes our company would like to contribute as a hole sponsor

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGN NFORMATION: _____

Thank you for your support

***Please make checks payable to Advocates for Children**



GAL

Guardian ad Litem
**A POWERFUL VOICE FOR
FLORIDA'S CHILDREN**
FLORIDA GUARDIAN AD LITEM
PROGRAM

Official Letterhead

Date

Commander,
USSOCOM FMD/JCT
BLDG# 501
MacDill, FL 33621

Via: Mr. Joseph Kruchas
Exercise Planner
United States Special Operations Command FMD/JCT
MacDill, FL 33621

Dear Sir:

On the behalf of Gulf County Florida, you and the men of the United States Special Operations Command are hereby cordially invited to conduct military training ISO Emerald Warrior 14 within our jurisdiction from 25 April 2014 to 9 May 2014.

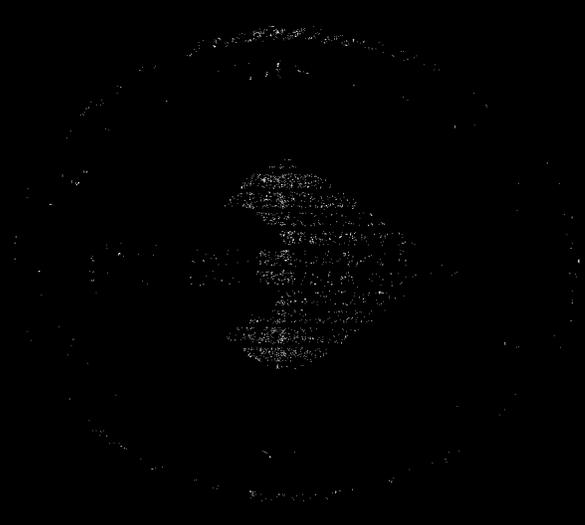
I fully understand from Mr. Kruchas' presentation that this training will involve ground and mobility operations, which may include the use of helicopters and fixed wing aircraft. I further understand and appreciate that this training has been coordinated through and approved by local law enforcement agencies and all affected property owners.

The Gulf County Florida is pleased to support United States Special Operations Forces as they develop the techniques and tactics necessary to defend United States interests around the globe. Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

City/County Representative

FILED FOR RECORD
REDEEMED FOR
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2014 MAR 26 PM 4: 28



UNITED STATES SPECIAL OPERATIONS COMMAND

MEMORANDUM

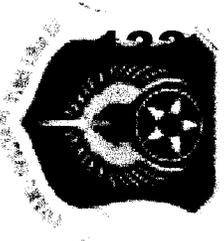
SPECIAL OPERATIONS COMMAND

Request to Conduct Remote Reconnaissance

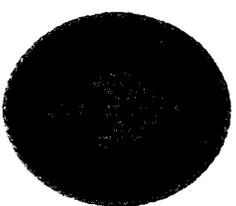
330 EMBLEM VETERANS

Presented to the Special Operations

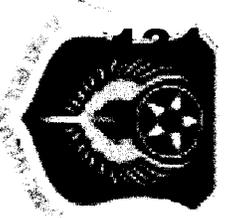
US Special Operations Command



Purpose



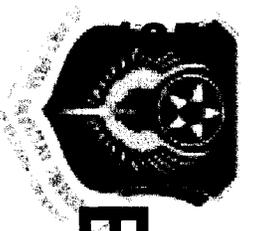
Commander, USSOCOM FMD/ JCT seeks written invitation/approval from local officials to execute a military Realistic Military Training (RMT) concept within your jurisdiction in support of joint military exercise EMERALD WARRIOR-14 (EW 14).



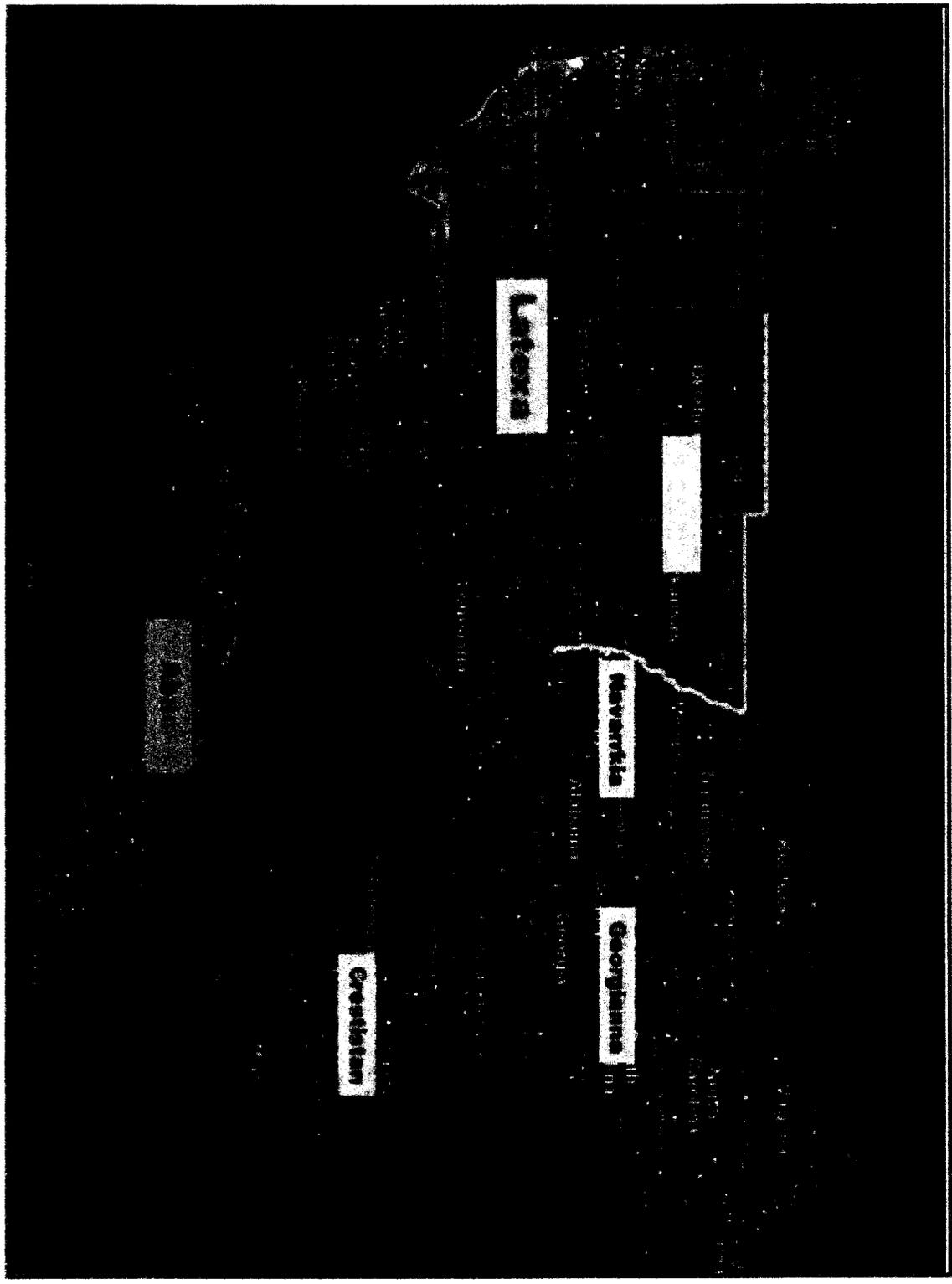
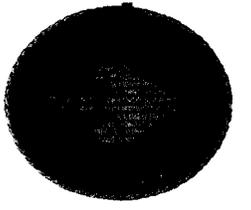
What is EMERALD WARRIOR

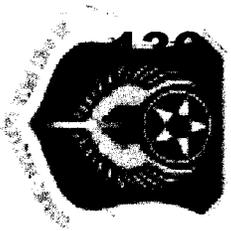


- **EMERALD WARRIOR** is a joint military and interagency (IA) exercise designed to better prepare our military forces to prosecute the global war on terrorism and assist our interagency partners in the protection of the United States from enemies foreign and domestic.
- **EW 14 will be conducted in three phases:**
 - SOCSOUTH GA13 15-22 November 2013
 - NSWG4 RA Exercise 13-24 January 2014
 - EW 14 21 April – 2 May 2014
- **Participants:**
 - Army
 - Navy
 - Air Force
 - DEA
 - Diplomatic Security Service
 - Department of Homeland Security
 - Marines
- **Calhoun, Gulf, Franklin, Jackson, Leon, Liberty, Gadsden Counties**
- **Apalachicola, Blountstown, Tallahassee and Panama City**

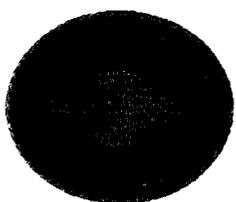


Emerald Warrior 14 Environmental

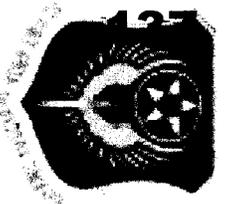




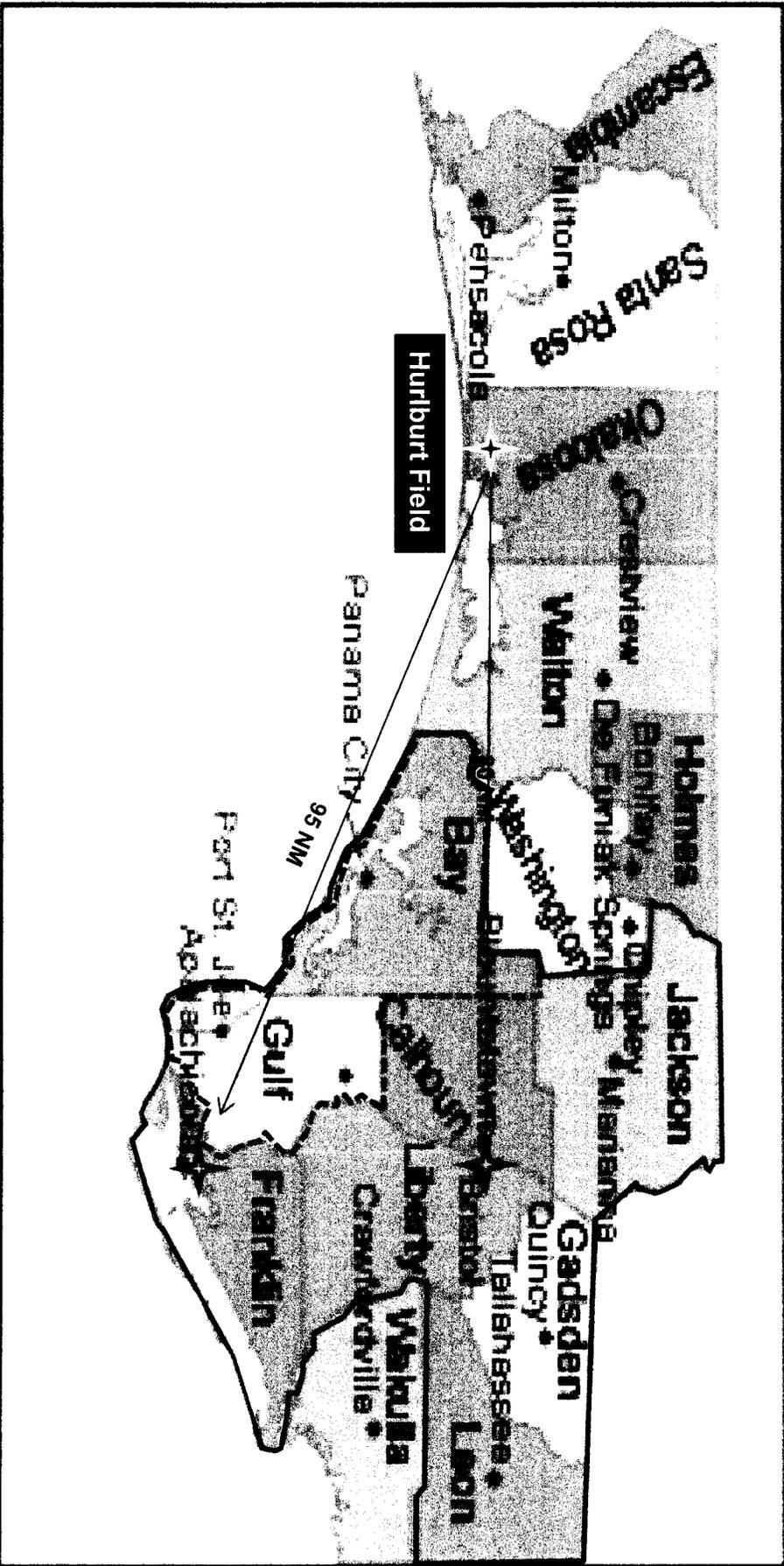
What is RMT

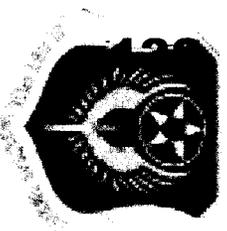


- **Realistic Military Training (RMT) is training conducted outside of federally owned property. The RMT process is designed to ensure proper coordination is conducted between DOD representatives and local authorities. The process includes the following coordination measures:**
 - Risk assessment, medical and communications plan
 - MOU, MOA and Licensing agreements (training areas, staging areas, role players)
 - Environmental Impact Study (Coordination with US and State Forestry)
 - Legal review
 - ID of training, staging areas, role players, airfield, drop zones (DZ) and Landing Zones (LZ) surveys
 - Letters of Invitations obtained from local officials (Mayor, County Commission)
 - Coordination with local, state and federal law enforcement
 - Public Affairs review

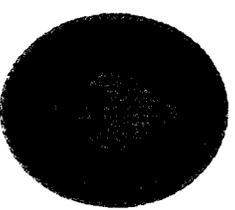


Emerald Warrior RMT Geometry





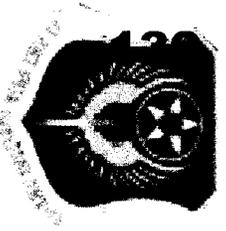
Why the North Florida Area



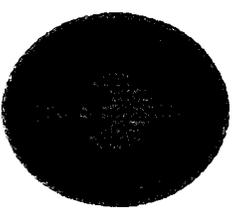
- In order to hone advanced individual, collective skills Military Forces and Inter Agency (IA) require a unique environment. The proposed areas offer the environmental settings conducive to quality training because it provides a number of real obstacles to challenge Joint and IA personnel during planning and execution of their assigned missions. These challenges include:
 - Operating outside the normal realms of support
 - Adapting to changing situations
 - Operating in and around communities where anything out the ordinary will be spotted and reported (Locals are the first ones to notice something out of place)
 - Unique human terrain factors
 - The ability to work with civilian, who aren't familiar with the military, in order to gain their trust and an understanding of the issues they face

- In the past United States Special Operations Command (USSOCOM) has conducted numerous exercises within the North Florida area.
 - CJTFEX 2004 (Coalition and US SOF)
 - EMERALD WARRIOR 2007, 2010, 2011, 2012, and 2013
 - NSWG4 RA Exercise 2013

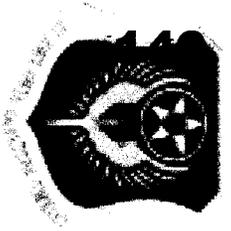
- Proximity to organic SOF assets
 - Close enough where units don't have to deploy, saving tax payer money
 - Distance between Eglin AFB and the Four-County area replicate real world flying requirements



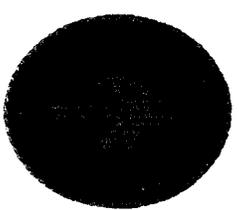
EW Impact on the Area



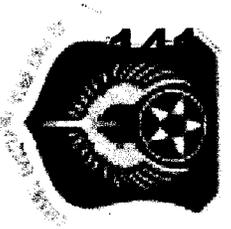
- **Direct impact on the preparation of forces prior to going into harms way**
 - Over 1,000 service members have participated in the Emerald Warrior RMT events
 - All participants deployed in support of Operation Enduring Freedom, Operation New Dawn and/or multiple contingency military operations throughout the world
- **Funding identified for this portion of the exercise will go straight into the economy in the way of leasing of training areas, staging areas, role players, food, fuel, lodging, and materials for exercise participants.**
 - The past Emerald Warrior exercises has resulted in approximately \$250,000.00 per exercise going back into the local economy.



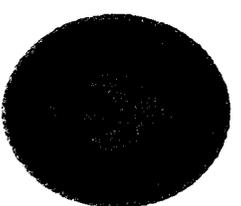
What to Expect



- Increase of military ground, air and maritime traffic
 - May receive noise complaints
 - Federally Licensed Pyrotechnique operators will be utilized in various scenarios
- 100-200 military personnel operating throughout the Eight-county area in both rural and urban environments
 - Personnel may be carrying weapons with blank ammo
 - Some will be wearing civilian attire and driving civilian vehicles



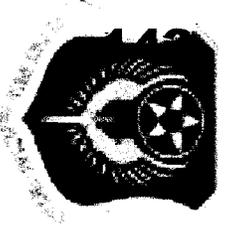
Safety/Security



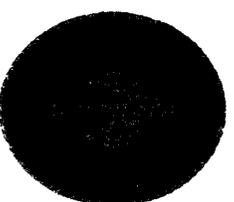
- Safety for civilians and exercise participants is our number one priority
 - Daily communications between DOD and LEA
 - Medics located with each element
 - Coordination with Life Flight and local medical facilities
 - Exercise Support Team
 - Smart Book
 - Thorough Risk Assessment
 - Police cordon of target areas during Direct Action scenarios
 - SPOT GPS tracker with each element
 - Coordination with local residents (verbal and written)
 - Fire conditions reviewed prior to each scenario
 - Fire extinguisher and other equipment located at each site
- Security
 - Quiet Professionals
 - Request no media coverage
 - Dedicated Public Affair Officer and lawyer on site



QUESTIONS CONCERNS



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