

CONSENT AGENDA

November 23, 2010

1. Minutes – November 8, 2010 – Special Meeting 1-2
- November 9, 2010 – Regular Meeting 3-13
2. Approval of Checks and warrants for October, 2010 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Bid Rejection– L.A.P. C.E.I. Proposal (Cape Bike Path, Phase 3) 14
4. Inventory – Gulf County Public Works (Junk #25-188, #25-119, #25-125, #25-141, #25-169, #25-174, #25-171, #25-128, #25-185, #28-1, #70-617, #70-676, #70-503, #70-541, #70-632, #70-451, #70-571, #70-572, #70-678, #70-487, #70-299, #70-315, #70-316, #70-726, #72-8, #72-9, #75-100, #75-101, #75-105, #75-108, #75-140, #75-57, #75-85, #100-476, #100-475, #100-491, #100-506, #100-552 * Surplus * #72-12, #72-1 * Sold with Road Department to the City of Wewahitchka * #100-562, #100-574, #100-450, #100-439, #100-448, #100-449, #100-567, #100-388, #100-421, #100-482 * Traded * #100-517) 15-17
5. Resolution/Grant Agreement (H.M.P.G. – Stumphole Project) 18-49
6. S.H.I.P. – Subordination Agreement (Robert E. & Olga R. Alexander/Penn Financial, LLC) 50-53

PORT ST. JOE, FLORIDA**NOVEMBER 8, 2010****SPECIAL MEETING**

The Gulf County Board of County Commissioners met this date in a special meeting with the following members present: Chairman Carmen L. McLemore, Vice Chairman Warren L. Yeager, Jr., and Commissioners Billy E. Traylor and Nathan Peters, Jr. <Commissioner Bill Williams was absent.>

Others present were: County Attorney Timothy McFarland, Clerk Rebecca L. Norris, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Grant Writer Towan Kopinsky, Human Resource Director Denise Manuel, Planner David Richardson, Sheriff Joe Nugent, and Sheriff's Office Major Bobby Plair.

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

COUNTY AUDIT PROTEST

County Attorney McFarland reported that the purpose of this meeting is for a bid protest hearing concerning the Auditor Selection process, stating that the firm which was ranked number one in the process was not selected by the Board and they have filed a complaint. He reported that there are some concerns both by the unsuccessful bidder and by the County about the Auditor Selection process, regarding the criteria used in this process, stating that after review, the best results for the Board would be to reject all bids and make this available for bid with new criteria. County Attorney McFarland discussed that the bid protest would be withdrawn in the event that the County decided to reject all bids and rebid. County Attorney McFarland recommended to reject all bids and to rebid the process. Upon inquiry by Chairman McLemore, County Attorney McFarland reported that there were problems before the bid was ever sent out, stating that there were problems with the way the criteria is ranked and this needs to be looked at carefully, with more input from the Board. Commissioner Yeager stated that he is disappointed at having to do this, stating that there needs to be more input from the Board and the Board did not state in the public meeting the reason for turning down the number one ranked firm by the committee. He stated that there needs to be more input from the Board on making sure Florida Statute is followed, and that he will support this under the condition that there are 5 or 6 lead staff members (Don Butler, Michael Hammond, County Attorney and Staff) to serve on this committee. Commissioner Yeager motioned to reject all bids and rebid with new criteria set forth under Florida

Statute, with six County Staff members appointed by Chief Administrator Butler. Commissioner Traylor seconded the motion, and it passed unanimously (4-0).

COUNTY ATTORNEY

Chief Administrator Butler reported that County Attorney McFarland announced at the last Board meeting that he had been appointed as the new County Judge by the Governor, and that there needs to be some continuity between County Attorney McFarland and the new attorney, stating that there are is no criteria set forth nor any statutory requirement for selecting a County Attorney. He reported that they posted a notice on the County website and mailed a letter to any/all Attorney's which operate out of Gulf County for their qualifications, not proposals. Chairman McLemore discussed that the Board needs to stay away from the hiring and recommended to give Chief Administrator Butler the authority to hire the new County Attorney. Commissioner Traylor motioned to give Chief Administrator Butler the authority to make the decision and hire the new County Attorney. Commissioner Yeager seconded the motion, and it passed unanimously (4-0).

There being no further business, and upon motion by Commissioner Traylor, second by Commissioner Yeager, and unanimous (4-0) vote, the meeting did then adjourn at 5:07 p.m., E.T.

**CARMEN L. MCLEMORE
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

PORT ST. JOE, FLORIDA**NOVEMBER 9, 2010****REGULAR MEETING**

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Carmen L. McLemore, Vice Chairman Warren J. Yeager, Jr., and Commissioners Billy E. Traylor, Bill Williams, and Nathan Peters, Jr.

Others present were: County Attorney Timothy McFarland, Clerk Rebecca L. Norris, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Gulf County Extension Agent Roy Lee Carter, Grant Writer Towan Kopinsky, Gulf County Chamber of Commerce Director Sandra Chafin, Gulf County E.M.S. Director Houston Whitfield, Human Resource Director Denise Manuel, Mosquito Control Director Mark Cothran, Planner David Richardson, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, T.D.C. Director Tim Kerigan, and Veterans' Service Officer James Kennedy.

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

Deputy Administrator Lanier opened the meeting with prayer, and Chairman McLemore led the Pledge of Allegiance to the Flag.

CONSENT AGENDA

Upon motion by Commissioner Traylor, second by Commissioner Yeager, and unanimous vote, the Board approved the Consent Agenda, after removal of Item #5 (page #32), as follows:

1. Minutes – October 26, 2010 - Regular Meeting
2. Agreement – Bluemanta Technology Group (Managed Information Technology Services)

Agreement – Sacred Hearth Health System, Inc. (Non-Emergency Medical Transportation)

Agreement – The St. Joe Company (License)

- 3. Application – Garlick Environmental Associates, Inc. (Lands Landing Boat Ramp proposed Repair and Maintenance)
- 4. Invoices – County Attorney Timothy J. McFarland (Invoice October, 2010 * \$9,019.00 * to be paid from Account #21314-31100)
- 5. ****DELETED**** Proclamation – Chuck Edwards (Gulf Coast Workforce Board)
- 6. Resolution #2010-47 – C.D.B.G. Fund, St. Joe Fire Control District Fund, Tupelo Fire District and Overstreet Fire District (Unanticipated Revenue for FY 2009-2010) as follows:

RESOLUTION 2010-47

WHEREAS, the Gulf County Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the C.D.B.G. Fund, St. Joe Fire Control District Fund, Tupelo Fire District and Overstreet Fire District Fund for fiscal year 2009-2010; and

WHEREAS, said revenue is needed to help pay certain expenditures incurred in fiscal year 2009-2010.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. The 2009-2010 fiscal year budget be amended as follows:

C.D.B.G. FUND

| | Original Budget | Increase | Decrease | Amended Budget |
|--|------------------------|-----------------|-----------------|-----------------------|
| Expenditures: | | | | |
| C.D.B.G. Housing: | | | | |
| 113554-31000 Professional Srvs | 0.00 | 4,000.00 | - | 4,000.00 |
| C.D.B.G. Sewer Services: | | | | |
| 113535-31000 Professional Srvs | 0.00 | 4,000.00 | - | 4,000.00 |
| C.D.B.G. Flood Control: | | | | |
| 113538-31000 Professional Srvs. | 0.00 | 30,000.00 | - | 30,000.00 |
| Revenue: | | | | |
| C.D.B.G. Disaster Recovery Grant: | | | | |
| 11331-50000 Economic Environ | 0.00 | 34,000.00 | - | 34,000.00 |
| C.D.B.G. Disaster Recovery Grant: | | | | |
| 11331-50000 Economic Environ | 0.00 | 4,000.00 | - | 4,000.00 |

St. Joe Fire Control District Fund

| | Original Budget | Increase | Decrease | Amended Budget |
|---------------------------------|------------------------|-----------------|-----------------|-----------------------|
| S. Gulf FD Expenditures: | | | | |
| 32922-52000 Operating Supp | 24,766.20 | 12,815.00 | - | 37,581.20 |
| Revenue: | | | | |
| 10631-20000 Pub Safety Grt | - | 12,815.00 | - | 12,815.00 |

Tupelo Fire District Fund

| | Original Budget | Increase | Decrease | Amended Budget |
|----------------------------|------------------------|-----------------|-----------------|-----------------------|
| SMCFD Expenditures: | | | | |
| 31722-64001 Equip>\$5,000 | - | 3,936.00 | - | 3,936.00 |
| Revenue: | | | | |
| 10731-20000 Pub Safety Grt | - | 3,936.00 | - | 3,936.00 |

Overstreet Volunteer Fire Department Fund

| | Original Budget | Increase | Decrease | Amended Budget |
|----------------------------|------------------------|-----------------|-----------------|-----------------------|
| Expenditures: | | | | |
| 32622-52000 Operating Supp | 10,370.00 | 7,000.00 | - | 17,370.00 |
| Revenue: | | | | |
| 10831-20000 Pub Safety Grt | - | 7,000.00 | - | 7,000.00 |

THIS RESOLUTION ADOPTED by the Gulf County Board of County Commissioners this the 9th day of November, 2010.

(End)

- 7. Travel – 2010-2011 Florida Association of Counties Conference and 2010-2011 National Association of Counties Conference

(End)

PUBLIC HEARING – ORDINANCE #2010-03 – CAPITAL IMPROVEMENT ELEMENT/CAPITAL IMPROVEMENT SCHEDULE

Pursuant to advertisement to hold a public hearing to consider adoption of a proposed ordinance amending the Gulf County Comprehensive Plan, County Attorney McFarland read the proposed ordinance by title. Planner Richardson stated that if anyone wishes to receive a Notice of Intent from the Department of Community Affairs they will need to

sign the sign-in sheet. Planner Richardson discussed the various items within the Capital Improvement Elements/Schedule. Chairman McLemore called for public comment. There being no public comment, Commissioner Yeager motioned to adopt the following ordinance. Commissioner Williams seconded the motion, and it passed unanimously.

ORDINANCE #2010-03

AN ORDINANCE AMENDING THE GULF COUNTY COMPREHENSIVE PLAN PER THE REQUIREMENTS OF FLORIDA STATUTE 163.3177 FOR YEARLY UPDATING THE CAPITAL IMPROVEMENTS ELEMENT AND THE GULF COUNTY FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE; 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 Improvements Element; and

WHEREAS, Florida Statute 163.3177(3)(a)1 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 yearly planning period will be same dates as the Gulf County Annual Budget; and

WHEREAS, Florida Statute 163.3177(3)(b) requires this element and planning period to be reviewed annually and amended by ordinance as necessary; and

WHEREAS, Gulf County updates Concurrency by reference into the Comprehensive Plan; and

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

WHEREAS, DOT capital projects or projects subject to DOT grant funding listed in the DOT Five Year Transportation Plan and the Gulf County Capital Improvement

Schedule are subject to budget priorities by the State of Florida/DOT and projects may be advanced or delayed as necessary by DOT; 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, Gulf County Adopts by reference the Gulf County School District 2010/2011 Work Plan with no financial obligations by Gulf County; and

WHEREAS, the capital improvement projects 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 are 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 amends or updates the Capital Improvements Element by adding Policy 1.2.2; and

WHEREAS, the Gulf County Board of County Commissioners amends or updates the Five Year Capital Improvement Schedule to reflect the planning period of 2010/2011 through 2014/2015.

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 9th day of November, 2010.

(End)

PUBLIC HEARING – ORDINANCE – SMALL SCALE MAP AMENDMENT – HODGES/LAYFIELD

County Attorney McFarland reported that the Public Hearing for the ordinance for the small-scale map amendment for Hodges/Layfield will be withdrawn, due to the advertisement being lost by The Star Newspaper. Planner Richardson stated that the Public Hearing will be re-scheduled.

STATE REPRESENTATIVE JIMMY PATRONIS – COMMISSIONER PETERS AND COMMISSIONER TRAYLOR

State Representative Jimmy Patronis appeared before the Board and discussed the sacrifices and commitment you give in running for a Public Office. On behalf of the Florida House of Representatives, Representative Patronis presented Commissioner Peters and Commissioner Traylor a Certificate of Appreciation for their years of service and hard work in Gulf County. Commissioner Traylor thanked Representative Patronis for his hard work in Gulf County.

ECONOMIC DEVELOPMENT REVOLVING LOAN

Chief Administrator Butler recommended that the Board adopt the criteria plan set out by the E.D.C., with a caveat that everything they do is consistent with the A.R.P.C. rules and the E.D.A. rules. Commissioner Peters motioned to approve this recommendation. Commissioner Yeager seconded the motion, and it passed unanimously.

INDUSTRIAL PARK TAXES

Chief Administrator Butler discussed that the taxes (by Taunton's Truss) have not been paid for the past two years on the Industrial Park, nor have the current year taxes been paid, and recommended that the Industrial Park taxes be paid, in the amount of

\$10,970.87 from the Industrial Park Fund. Chief Administrator Butler stated that the Board of County Commissioners is not prohibited from pursuing the collection of the taxes later. Commissioner Traylor motioned to approve this recommendation. Commissioner Yeager seconded the motion, and it passed unanimously.

SMALL COUNTY COALITION – STAFF LIAISON

Chief Administrator Butler recommended that Commissioner Williams, Commissioner Yeager and the Staff Liaison as Chief Administrator Butler to serve on the Small County Coalition. Commissioner Yeager motioned to approve this recommendation. Commissioner Peters seconded the motion, and it passed unanimously.

SHERIFF - GRANT ACCEPTANCE

Sheriff Nugent requested permission for Chairman McLemore to sign the J.A.G. grant acceptance, in the amount of \$2,148.00 to be used for the D.A.R.E. Program. Commissioner Peters motioned to approve this request. Commissioner Yeager seconded the motion, and it passed unanimously.

SHERIFF – KIDS WISH PROGRAM

Sheriff Nugent discussed that the Sheriff's Department is preparing to start the Third Annual Kids Wish Program for the under privileged children of Gulf County, stating that all monetary donations or gifts can be turned in at the Sheriff's Department.

COMMISSIONER PETERS/COMMISSIONER TRAYLOR

Sheriff Nugent thanked Commissioner Peters and Commissioner Traylor for their years of service to Gulf County.

CONSOLIDATION SITE

Building Official Collinsworth gave an update on the consolidation site, stating that there was seven inches of rain last week and it is very wet at this time.

COMMISSIONER PETERS/COMMISSIONER TRAYLOR

Assistant Administrator Hammond thanked Commissioner Peters and Commissioner Traylor for their service to the County, stating it has been a pleasure to work with, and for them through their years of service in Gulf County.

AWARD BID #0910-22 - E.M.S. BILLING AND COLLECTIONS

Gulf County E.M.S. Director Whitfield recommended awarding Bid #0910-22 to E.M.S. Consultants (low bidder), with a 5% commission. Commissioner Yeager motioned to approve this recommendation. Commissioner Traylor seconded the motion, for discussion. Upon inquiry by Chairman McLemore, County Attorney McFarland reported

that he has not reviewed the bids. Commissioner Yeager amended the motion to approve contingent upon County Attorney review. Commissioner Traylor stated that the second stands, and the motion then passed unanimously. Commissioner Williams requested to review the billable run rates on a monthly/quarterly basis with E.M.S. Director Whitfield.

Chairman McLemore called for public comment.

BRITISH PETROLEUM CLAIM – GULF COAST CLAIMS FACILITY

Raymond Wood appeared before the Board and discussed that he submitted a claim to the B.P. claims department, and requested Chairman McLemore read a letter. Chairman McLemore requested for Mr. Wood to present the letter to the Clerk and she will make copies and distribute to all the commissioners and staff for review. Planner Richardson made copies and distributed to the Board, the Clerk, and the County Attorney. Mr. Wood reported that his emergency advance claim was denied due to mental health injuries not being covered.

COMMISSIONER PETERS/COMMISSIONER TRAYLOR

Sally Jenkins appeared before the Board and thanked Commissioner Peters for his 24 years of service to Gulf County, and thanked him for his contributions to the Davida Byrd Scholarship Fund. Mrs. Jenkins thanked Commissioner Traylor for his 20 years of service to Gulf County.

BUSINESS HOURS EXTENSION

Sarabia Tiller appeared before the Board and stated that he recently opened a new business in Wewahitchka, and requested for the Board to review and consider extending business hours for the holidays (November 26th, 27th, and December 24th and 25th). Upon inquiry by Chairman McLemore, Mr. Tiller reported that his new business is a Sports Bar and night lounge (5 O'clock Somewhere), on Highway 22. Chairman McLemore stated that the Board will need to meet with the Sheriff and County Attorney concerning this matter. Commissioner Williams discussed that this issue has already been addressed and the hours were extended, and requested that he submit a letter to the Board for review. Chairman McLemore requested for Sheriff Nugent to review this issue.

GRAIN BIN PROPERTY – HOWARD CREEK – DRAINAGE DITCH EASEMENT

Paul Mills appeared before the Board and stated that he owns the Grain Bin property located at Howard Creek. He referenced a letter provided to the Board. Mr. Mills reported that the ditch easement is on the SW corner of the Grain Bin Property (given by M&K Ranches in 1978). Mr. Mills stated that no ditch exist and the property went

from M&K Ranch, to St. Joe Company, to the State of Florida. Mr. Mills stated that the easement cuts across a small portion of his property and respectfully requested the Board set aside the easement; or Quit Claim Deed it back to him. Chairman McLemore stated he would like to review this issue before the Board makes a decision on it. Mr. Mills had no objection.

COMMISSIONER PETERS/COMMISSIONER TRAYLOR

Commissioner Yeager discussed that he has served with Commissioner Peters and Commissioner Traylor for many years, and thanked them for their dedicated service to Gulf County.

NATURAL RESOURCE DAMAGE ASSESSMENT TEAM MEETING

Commissioner Williams reported that he and Chief Administrator Butler attended the Natural Resource Damage Assessment Team Meeting in Ft. Walton, stating that there is a basic restoration shoreline program in place.

E.P.A. MEETING

Commissioner Williams reported that he attended a meeting in Pensacola with the Secretary of E.P.A. concerning the same issue with the shoreline restoration program, stating that he will keep the Board informed concerning these issues.

COMMISSIONER PETERS/COMMISSIONER TRAYLOR

Commissioner Williams discussed that no one knows the sacrifice that Public Officials have to make, and thanked Commissioner Peters and Commissioner Traylor for their years of service to Gulf County.

COMMISSIONER PETERS/COMMISSIONER TRAYLOR

Chairman McLemore discussed that his first year as County Commissioner was very hard, but that he and Commissioner Peters were always able to work through their differences. Chairman McLemore presented Commissioner Peters and Commissioner Traylor with a clock in appreciation for their years of service to Gulf County.

WASHINGTON HIGH GYM

Upon request by Commissioner Peters, Building Official Collinsworth appeared before the Board and gave an update on the Washington High Gym, stating that the project will be completed tomorrow.

NEW EMPLOYEES – NON BARGAINING UNIT – VACATION LIMIT

Commissioner Peters motioned to change the vacation on all new hires for Gulf County from six weeks to five weeks, effective immediately, for non union members. Upon

inquiry by Chairman McLemore, Chief Administrator Butler reported that this is for any new hire for non bargaining unit employee. Commissioner Yeager seconded the motion for discussion. After further discussion, the motion then passed unanimously.

NEW EMPLOYEES – BARGAINING UNIT – VACATION LIMIT

Commissioner Peters motioned to pursue a Memorandum of Understanding with the Bargaining Unit to change vacation for new employees from six weeks to five weeks effective immediately. Commissioner Yeager seconded the motion, and it passed unanimously.

COMMISSIONER PETERS – YEARS OF SERVICE

Commissioner Peters thanked the Board for their hard work during the past budget session, stating that this was a very hard budget session; cutting two million and having only lost one employee. He thanked Mr. & Mrs. John Parker for their dedicated service, and involvement in local government, stating that they are what we all need to be. Commissioner Peters thanked Mr. & Mrs. Jenkins for their involvement in the community and being a mentor to him during his service on the Board. Commissioner Peters stated that when he said he loved Gulf County, he meant the entire County. He suggested for Roy Lee Carter to encourage the Ben Rainey's, the Clarence Gray's, the Hunter Brothers, and himself to be a part of Government. Commissioner Peters stated that he has always had a very good working relationship with the Constitutional Officers, and thanked them, County Extension Agent Roy Lee Carter, Chief Administrator Butler and Staff, E.D.C. and the private citizens that serve on this Committee, and the T.D.C. and the private citizens that serve on this Committee. Commissioner Peters reported on the highlights during his 24 years of service, stating (1) his favorite Commissioner during his 24 years of service was Mr. Doug Birmingham, (2) his favorite employees were Assistant Public Works Director Jake Lewis, Building Official Lee Collinsworth, and Grant Writer Towan Peters Kopinsky, (3) in 1986 established single member districts, (4) in 1993 the Gulf County Board of County Commissioners was the first Government Board to honor Martin Luther King has a paid holiday, (5) in 1996 the development of the Nathan Peters, Jr. Park, (6) in 2000 installed air conditioning in the David Jones Gym, (7) in 2008 he was the founder of the George Washington Elementary/High School Museum, and (9) in 2009 attended the Inauguration of the First Black President of the United States, Barack Obama. He reported that when he was elected 1986 his mother and father were living, and they have both passed away, stating that he would like to thank them for their love, support and leadership. Commissioner Peters stated that God is our Father, Christ is our Redeemer, man is our brother, and God Bless America.

COMMISSIONER TRAYLOR – YEARS OF SERVICE

Commissioner Traylor stated that after this many years of service you create a family, stating that this Board and Staff is his family. Commissioner Traylor pointed out that (1) Michael Hammond was elected as County Commissioner when he was only 19 years old, (2) our County Attorney for 15 years, Tim McFarland has now been appointed as the County Judge, (3) Chief Administrator Butler has been the County Manager for almost 20 years. He thanked all the County Staff and employees for their service and dedication to this County. Commissioner Traylor thanked Sheriff Nugent and Clerk of Court Becky Norris for all they do.

SIGN MORATORIUM – DOLLAR GENERAL STORE

Planner Richardson requested permission to waive the sign moratorium for the new Dollar General Store at St. Joe Beach. Commissioner Yeager motioned to approve this request. Commissioner Williams seconded the motion, and it passed unanimously.

PROCLAMATION – GULF COAST WORKFORCE BOARD

Upon inquiry by Commissioner Peters, Chief Administrator Butler reported that the Gulf Coast Workforce Board placed the Proclamation commending Chuck Edwards in the Agenda Packet, and recommended it be placed in the next Information Packet; stating that if the Board wants to approve or pull it, they can. Chairman McLemore directed that the Proclamation be placed in the next Information Packet.

There being no further business, and upon motion by Commissioner Traylor, the meeting did then adjourn at 7:05 p.m., E.T.

**CARMEN L. MCLEMORE
CHAIRMAN**

**ATTEST:
REBECCA L. NORRIS
CLERK**

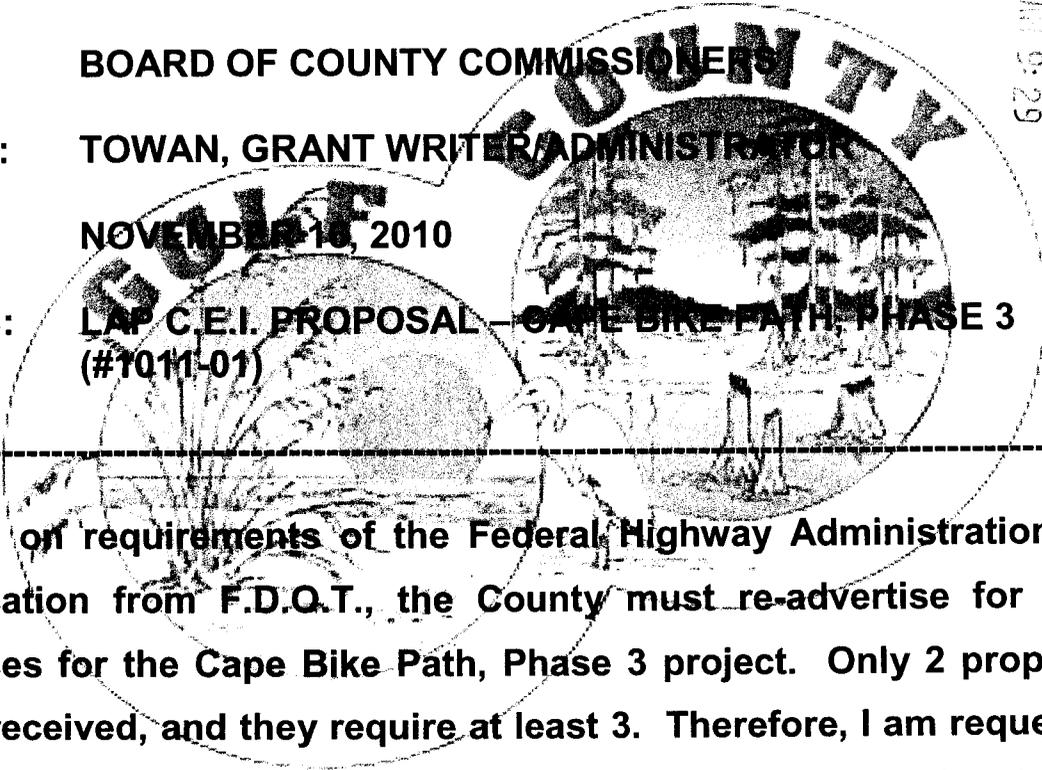
**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA**

Towan Kopinsky, Grant Writer/Coordinator
1000 CECIL G. COSTIN SR. BLVD., ROOM 309, PORT ST. JOE, FLORIDA 32456
PHONE (850) 229-6144 / FAX (850) 229-9252 / EMAIL: tkopinsky@gulfcounty-fl.gov

MEMORANDUM

2010 NOV 17 AM 9:29

TO: BOARD OF COUNTY COMMISSIONERS
FROM: TOWAN, GRANT WRITER/ADMINISTRATOR
DATE: NOVEMBER 16, 2010
TOPIC: LAP C.E.I. PROPOSAL - CAPE BIKE PATH PHASE 3 (#1011-01)



Based on requirements of the Federal Highway Administration and notification from F.D.Q.T., the County must re-advertise for C.E.I. Services for the Cape Bike Path, Phase 3 project. Only 2 proposals were received, and they require at least 3. Therefore, I am requesting that the Board reject the proposals received, and re-advertise for proposals for this project.

BCC APPROVED
DATE _____ D.C. _____

CARMEN L. McLEMORE
District 1

BILLY E. TRAYLOR
District 2

BILL WILLIAMS
District 3

NATHAN PETERS, JR.
District 4

WARREN J. YEAGER, JR.
District 5

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
Gulf County Public Works
Solid Waste - Mosquito Control**
1001 Tenth Street, Port St. Joe, Florida 32456
(850) 227-1401 • Fax: (850) 229-9521

MEMORANDUM

2010 NOV 10 AM 10:13

DATE: November 8, 2010
TO: Gulf County Board of County Commissioners
FROM: Gulf County Public Works
SUBJECT: Inventory Changes

We are requesting that the following changes be made to our inventories:

| <u>Inventory Number</u> | <u>Equipment</u> | <u>Remarks</u> | <u>Reason</u> |
|-------------------------|--|----------------|---------------|
| 25-188 | Dell Optiplex GX520 Computer | Junked | Irreparable |
| 25-119 | Pulman B9-1022 20" Floor Stripper | Junked | Irreparable |
| 25-125 | Ridgid Rollmann Drain Cleaning Machine | Junked | Irreparable |
| 25-141 | HDNA CAT 4.0 3000PSI Pressure Washer | Junked | Irreparable |
| 25-169 | Dri 1500# Dragon Floor Machine | Junked | Irreparable |
| 25-174 | Snapper Riding Mower w/ Mulcher | Junked | Irreparable |
| 25-171 | Case TL-60 Walk Behind Trencher | Junked | Irreparable |
| 25-128 | 1995 White Chevrolet Van | Junked | Irreparable |
| 25-185 | 1995 Red Ford F-150 Pickup Truck | Junked | Irreparable |
| 28-1 | Scag Stand-Up Mower | Junked | Irreparable |

BCC APPROVED
DATE _____ D.C. _____

Page 2 – Inventory Changes

| | | | |
|--------|------------------------------------|-----------|-------------|
| 70-617 | Intel P III Laptop Computer | Junked | Irreparable |
| 70-676 | Toshiba Computer | Junked | Irreparable |
| 70-503 | Amm Balancer | Junked | Irreparable |
| 70-541 | Solar 8100 R-12 Freon Recharger | Junked | Irreparable |
| 70-632 | Briggs 16 HP V Twin OH | Junked | Irreparable |
| 70-451 | Vermeer 2616 Brush Chipper | Junked | Irreparable |
| 70-571 | John Deere 1518 Bushhog Cutter | Junked | Irreparable |
| 70-572 | John Deere 1518 Bushhog Cutter | Junked | Irreparable |
| 70-678 | Snapper Mower | Junked | Irreparable |
| 70-487 | 1994 Chevrolet C-1500 Pickup Truck | Junked | Irreparable |
| 70-299 | Commodity Trailer | Junked | Irreparable |
| 70-315 | Solid Waste Trailer | Junked | Irreparable |
| 70-316 | Solid Waste Trailer | Junked | Irreparable |
| 70-726 | Little Mule Hoist | Junked | Irreparable |
| 72-12 | Toshiba S6112 Laptop Computer | Surplused | Irreparable |
| 72-8 | Leco 1600 Spray Motor | Junked | Irreparable |
| 72-9 | Leco 1600 Spray Motor | Junked | Irreparable |
| 72-1 | Kawasaki Mule | Surplused | Irreparable |
| 75-100 | Snapper Walk Behind Mower | Junked | Irreparable |
| 75-101 | Snapper Walk Behind Mower | Junked | Irreparable |
| 75-105 | Snapper Mower | Junked | Irreparable |
| 75-108 | Snapper Walk Behind Mower | Junked | Irreparable |

Page 3 – Inventory Changes

| | | | |
|---------|-----------------------------------|--|-------------|
| 75-140 | Snapper Commercial Lawnmower | Junked | Irreparable |
| 75-57 | H800 High Brush Mower | Junked | Irreparable |
| 75-85 | H8200 Bachtold Mower | Junked | Irreparable |
| 100-517 | Xerox Copier | Traded In 09-30-08 | |
| 100-562 | Carrier Duct Free Wall Unit | Sold with Road Dept. | |
| 100-574 | Mitsubishi 1-Ton A/C System | Sold with Road Dept. | |
| 100-476 | Aopen Celeron Computer System | Junked 09-30-08 | |
| 100-450 | NEC ElectraPro Telephone System | Sold with Road Dept. | |
| 100-439 | Ammco B2700 Vehicle Lift | Sold with Road Dept. | |
| 100-448 | G & B 261-1 Dual Diesel Pump | Sold with Road Dept. | |
| 100-449 | G & B 164-1 Single Gas Pump | Sold with Road Dept. | |
| 100-475 | Honda 3" 8 HP Mud Pump | Junked | Irreparable |
| 100-491 | Whitco 3100 Pressure Washer | Junked | Irreparable |
| 100-506 | Manitowoc Ice Machine | Junked | Irreparable |
| 100-567 | CAT Olympian Emerg. Generator | Sold with Road Dept. | |
| 100-388 | Aboveground 2000 Gal. Gas Tank | Sold with Road Dept. | |
| 100-421 | Aboveground 2000 Gal. Diesel Tank | Sold with Road Dept. | |
| 100-482 | GASBOY Fleetkey Fuel System | Sold with Road Dept. | |
| 100-552 | Heavy Duty Boom w/ Grapple | This was attached to 100-553, which was junked on 2006 inventory, and later was sold as indicated on 2008 inventory. | |

RESOLUTION NO. 2010-

A RESOLUTION AUTHORIZING THE EXECUTION OF GRANT AGREEMENT NO. 1806-06-R BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE GULF COUNTY STUMPHOLE IMPROVEMENT REVETMENT PROJECT THROUGH THE HMGP GRANT PROGRAM.

WHEREAS, the Gulf County Board of County Commissioners has been awarded funding through the Florida Division of Emergency Management (HMGP #11HM-3F-02-33-01-003 / CFDA #97.039) for the Gulf County Stumphole Revetment Project; and

WHEREAS, the Gulf County Board of County Commissioners understands the importance of this initiative and the need for expeditious execution of various documents;

NOW, THEREFORE, BE IT RESOLVED by the Gulf County Board of County Commissioners that the Chairman, County Chief Administrator or County Grant Writer/Administrator is hereby authorized to execute all necessary documents in relation to acceptance, administration and completion of this grant

ADOPTED this 23rd day of November, 2010.

CARMEN L. McLEMORE, CHAIRMAN

ATTEST:

CLERK / DEPUTY CLERK

BCC APPROVED

DATE _____ D.C. _____

2010 NOV 17 AM 9:22

Contract Number: 11HM-3F-02-33-01-003

CFDA Number: 97.039

FEDERALLY FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on September 28, 2010 and shall end September 30, 2012 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circulars:

States, local governments, and Indian Tribes follow:

- A-87 for Cost Principles, Relocated to 2 CFR, Part 225
- A-102 for Administrative Requirements, and
- A-133 for Audit Requirements

BCC APPROVED

DATE _____ D.C. _____

Educational Institutions (even if part of a State or Local government) follow:

- A-21 for Cost Principles, Relocated to 2 CFR, Part 220
- A-110 for administrative requirements, Relocated to 2 CFR, Part 215, and
- A-133 for audit requirements

Non-Profit Organizations follow:

- A-122 for Cost Principles, Relocated to 2 CFR, Part 230 (362k)
- A-110 for Administrative requirements, Relocated to 2 CFR, Part 215, and
- A-133 for Audit requirements

If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

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

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

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These

reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

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

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

- (a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.
- (c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- (d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

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

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

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

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

(12) TERMINATION

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

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

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

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

(13) NOTICE AND CONTACT

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

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

Ms. Kathleen Marshall
 Bureau of Mitigation
 Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399
 Telephone: (850) 922-5944
 Fax: (850) 922-1259
 Email: kathleen.marshall@em.myflorida.com

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

Ms. Towan Kopinsky, Grant Writer
 Gulf County Board of Commissioners
 1000 Cecil G. Costin, Sr. Blvd., Room 309
 Port Saint Joe, Florida 32456
 Telephone: (850) 229-6144
 Fax: (850) 229-9252
 Email: tkopinsky@gulfcounty-fl.gov

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
 Attachment A – Budget and Scope of Work

- Attachment B – Program Statutes and Regulations
- Attachment C – Statement of Assurances
- Attachment D – Request for Reimbursement
- Attachment E – Justification of Advance
- Attachment F – Quarterly Report Form
- Attachment G – Warranties and Representations
- Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$620,250.00** subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat. and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Division Contact in accordance with Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

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

(d) Request for Reimbursement should be submitted at least quarterly and should include the support documentation for all costs of the project submitted on the Request for Reimbursement. The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. Attachment D must be completed and signed by an authorized representative of the recipient. Any Requests for Reimbursement that fails to include Attachment D with the supporting documentation may be returned or delayed in processing. Final invoice shall be submitted 60 days after the expiration date of the agreement.

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

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the

order of "Department of Community Affairs," and mailed directly to the Divisions Contact listed above.

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

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

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

Chapter 119, Fla. Stat.

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: GULF COUNTY BOARD OF COMMISSIONERS

BY: _____

Name and title: Carmen McLemore, Chairman

Date: November 23, 2010

FID# 59-6000627

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

BY: _____

Name and Title: David Halstead, Director

Date _____

EXHIBIT – 1

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

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

Federal Program: *Federal Emergency Management Agency, Hazard Mitigation Grant*
 Catalog of Federal Domestic Assistance Number: 97.039
 Amount of Federal Funding: \$620,250.00

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

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

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities; include mitigation projects that will result in protection of public or private property from natural hazards. Eligible projects include, but are not limited to:
 - Acquisition of hazard prone properties
 - Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - Infrastructure protection measures
 - Storm water management improvements
 - Minor structural flood control projects
 - Relocation of structures from hazard prone areas
 - Retrofitting of existing buildings and facilities for shelters
 - Vegetative management/soil stabilization
 - Mitigation Planning Project
 - Other projects that reduce future disaster losses

2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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.

Attachment A

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Gulf County Board of County Commissioners, will improve an existing rock revetment on State Route 31E to protect the roadway, infrastructure and guarantee that all residents, property owners, business owners and visitors have ingress/egress to their properties. State Route 31E is the only access to this area. This will also mitigate damages to infrastructure from storm surges, the loss of revenue by State Parks and local business, and the loss of use of their homes by residents and property owners.

- The Recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If project work is delayed for a year or more after the date of the CATEX, then coordination with and project review by regulatory agencies must be redone.
- Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA re-evaluation before starting project work.
- Recipient must follow Standard Protection Measures for the Nesting Sea Turtle and the St. Andrews Beach Mouse as outlined in the U.S. Army Corps of Engineers (USACE) Department of Army Permit SAJ-2008-2697.
- If any archaeological material is discovered during project work, work in that area shall cease immediately and the Recipient will contact the State Historic Preservation Officer (SHPO) and the DHS/FEMA Region IV Environmental Officer and FDEM State Environmental Liaison Officer for further guidance.
- Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- Best management practices will be used during project work to minimize soil erosion, sediment migration and turbidity. The Recipient will need to prepare and implement a Storm Water Pollution Prevention Plan (SWPP). The Recipient must obtain a National Pollutant Discharge Elimination System (NPDES) storm water permit (if area of disturbance will be greater than one acre). The Applicant will need to provide a copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for storm water discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) – at project closeout.
- For projects involving groundwater dewatering activities at the construction site, provide documentation of coverage under the Florida Department of Environmental Protection (FDEP) "Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity."

This is FEMA project 1806-06-R, funded under 1806-DR-FL.

The Period of Performance for this project ends on **September 30, 2012**.

Schedule of Work

| | |
|-------------------------------------|------------------|
| State Contracting: | 6 Months |
| Construction: | 6 Months |
| State Final Inspection: | 6 Months |
| <u>State Closeout Process:</u> | <u>6 Months</u> |
| Total Period of Performance: | 24 Months |

Budget**Line Item Budget***

| | Project Cost | Federal Share | Local Share |
|-------------------------------|---------------------|----------------------|---------------------|
| Mobilization: | \$6,059.00 | \$4,544.25 | \$1,514.75 |
| Traffic Maintenance: | \$3,212.00 | \$2,409.00 | \$803.00 |
| Bond & Insurance | \$7,494.00 | \$5,620.50 | \$1,873.50 |
| <u>Materials & Labor:</u> | <u>\$810,235.00</u> | <u>\$607,676.25</u> | <u>\$202,558.75</u> |
| Total: | \$827,000.00 | \$620,250.00 | \$206,750.00 |

** Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

| | |
|----------------------------|----------------------------|
| Federal Share: | \$620,250.00 (75%) |
| <u>Local Share:</u> | <u>\$206,750.00 (25%)</u> |
| Total Project Cost: | \$827,000.00 (100%) |

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any federal, state, or local environmental or land use permitting authority, where required. Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project:

1. The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- 2. No new structure will be erected on property other than:
 - (a) a public facility that is open on all sides and functionally related to a designated open space;
 - (b) a restroom; or
- 3. A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- 4. After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- 5. If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the Regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase, that a full environmental review must be completed prior to funding Phase II.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- 1. For construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13 (c));
- 2. A change in the scope of work must be approved by FEMA in advance regardless of the budget implications; and
- 3. The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA 60 days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations, to the extent applicable:

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 0931.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act

- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule,
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 19) 28 CFR applicable to grants and cooperative agreements
- 20) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 21) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 22) Section 504 of the Rehabilitation Act of 1973, as amended;
- 23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 24) 28 CFR Part 42, Subparts C,D,E, and G
- 25) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement, and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose state above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the "**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act

(NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

- (4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property.
- If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Recipient acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
- (7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not

receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (v) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;

- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained thereon.
 3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 6. Leave the demolished site clean, level and free of debris.
 7. Notify the Division promptly of any unusual existing condition which hampers the contractors work.
 8. Obtain all required permits.
 9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 12. Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: Gulf County Board of Commissioners

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT No: _____

DEM Agreement No: 11HM-3F-02-33-01-003

FEMA Tracking Numbers: 1806-06-R

Invoice Period: _____ to _____

| Eligible Amount 100% | Obligated Federal 75% | Obligated Non-Federal 25% | Previous Payments | Current Request | DEM Use Only | |
|-------------------------|--------------------------|------------------------------|-------------------|-----------------|--------------|----------|
| | | | | | Approved | Comments |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

| | |
|--|--|
| TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT | |
| APPROVED PROJECT TOTAL \$ _____ | |
| ADMINISTRATIVE COST \$ _____ | GOVERNOR'S AUTHORIZED REPRESENTATIVE _____ |
| APPROVED FOR PAYMENT \$ _____ | DATE _____ |

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

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

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet.

| | DESCRIPTION | (A) FFY 2010-2011 | (B) FFY 2011-2012 | (C) FFY 2012-2013 | (D) Total |
|---|--|-------------------------|-------------------------|-------------------------|--------------|
| 1 | INITIAL CONTRACT ALLOCATION | | | | |
| 2 | FIRST THREE MONTHS CONTRACT EXPENDITURES ¹ | | | | |
| 3 | AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.) | | | | |

¹First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

$$\frac{\text{Cell D3}}{\text{(Do not include match)}} \times \$ \text{HMGP Award} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

| BUDGET CATEGORY | 2010-2011 Anticipated Expenditures for First Three Months of Contract |
|----------------------|---|
| ADMINISTRATIVE COSTS | |
| PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

Explanation of Circumstances:

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: Gulf County Board of Commissioners Project Number # 1806-06-R

PROJECT LOCATION Rip-Rap DEM ID #: 11HM-3F-02-33-01-003

DISASTER NUMBER: FEMA-1806-DR-FL QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____
Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____
July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

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

Competition.

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

Codes of conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

| |
|---|
| Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion |
|---|

Contractor Covered Transactions

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

CONTRACTOR:

By _____
Signature

Gulf County BOCC
Recipient's Name

Name and Title

11HM-3F-02-33-01-003
Division Contract Number

Street Address

City, State, Zip

Date

Gulf County Community Development Corporation



401 Peters Street, Port St. Joe, FL 32456

Phone: (850) 229-1477 Fax: (850) 227-3392 Email: gulfcdc@yahoo.com

October 25, 2010

The Honorable Carmen L. McLemore, Chairman
Gulf County Board of County Commissioners
1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

Mr. Chairman,

Robert E. Alexander and Olga R. Alexander of Port St. Joe request a subordination of their SHIP Purchase Assistance Loan of \$17,000.00. Penn Financial, LLC will handle the subordination if the Board of County Commissioners approves the request.

Penn Financial, LLC has communicated directly with the Gulf County CDC regarding this request for Robert E. and Olga R. Alexander's subordination and we have no objections.

This request meets the subordination policy of the Gulf County Commission and the Local Housing Assistance Plan.

Your signature will be required on the subordination document upon BOCC approval.

If you have any questions please call me at 229-5399.

Sincerely,


Erika White
SHIP Facilitator

BCC APPROVED

DATE _____ D.C. _____

2010 NOV 17 PM 12:57

2010 NOV 17 PM 4:46
COMMUNICATIONS

SUBORDINATION AGREEMENT

2010 NOV 17 PM 12:38

File Number:

Borrower Name: Robert E. Alexander &
Olga R. Alexander
Property Address: 913 9th Street
Port Saint Joe, FL 32456

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this ____ day of _____, 20____, by **Gulf County Board of County Commissioners**, ("Subordinating Lienholder"), with a place of business at:
326 Reid Avenue, Port Saint Joe, FL 32456

And

New Penn Financial, LLC, ("Lender"), with a place of business at:
4000 Chemical Road, Plymouth Meeting, PA 19462

WHEREAS, Robert E. Alexander & Olga R. Alexander, ("Borrowers"), executed and delivered to Subordinating Lienholder, a Mortgage/Deed of Trust (the "**Existing Lien**") in the sum of **\$17,000.00**, dated 11/3/2008, and recorded 11/6/2008 in Book 467, Page 10, Doc id 200823004858 in the Land Records of Gulf County, Florida, as security for a loan, which Existing Lien is a valid and existing lien on the real property located at 913 9th Street, Port Saint Joe, FL 32456 and further described on Legal Description attached.

WHEREAS, Borrowers executed and delivered to New Penn Financial, LLC, ("Lender"), a Mortgage/Deed of Trust (the "**New Security Instrument**") in the principal amount not to exceed **\$172,934.00**, which Mortgage/Deed of Trust is intended to be recorded herewith in the records of Gulf County, state of Florida, as security for a loan (the "**New Loan**");

WHEREAS, it is a conditions precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing Lien; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or

CONSENT **51**
DATE: 11/23/10

charge upon the described property prior and superior to the lien of the Existing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing Lien to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrowers; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing Lien.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing Lien.
- (2) That Lender would not make the New Loan without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing Lien to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing Lien above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing Lien in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waive, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waive, relinquishment and subordination.

Gulf County Board of County Commissioners

By: _____
Signature

Its: _____
Position of Authorized Signatory

STATE OF: _____

COUNTY OF: _____

Before me, a Notary Public, on this _____ day of _____, 20__ personally appeared _____ (Name of Authorized Signatory), who acknowledged to be the _____ (Position of Authorized Signatory) of **Gulf County Board of County Commissioners**, and, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation/Entity by themselves as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal as of the day and year above written.

Notary Public
My Commission Expires:

NOTICE OF SMALL SCALE MAP AMENDMENT LAND USE CHANGE

The Gulf County Board of County Commissioners proposes to adopt by ordinance the following:

ORDINANCE NO. 2010 –

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF GULF COUNTY, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE MAP AMENDMENT PURSUANT TO AUTHORITY UNDER STATE STATUTES SECTION 163.3187; SPECIFICALLY CHANGING; PARCEL ID 03337-025R, 3.17 ACRES OF LAND LYING AND BEING PART OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA FROM AGRICULTURAL TO RESIDENTIAL; PROVIDING AN EFFECTIVE DATE.

A Public Hearing on this ordinance will be held at the Gulf County Board of County Commissioners meeting on Tuesday, November 23, 2010, at 6:00 p.m. EST, in the Gulf County Commission Meeting Room at the Gulf County Court House, 1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, FL. A copy of the ordinance is available for inspection at the Gulf County Court House in the Clerk's Office.

All interested parties are encouraged to appear at the meeting to be heard regarding the consideration of the comprehensive plan amendment ordinance.

Graphic location map to be published with ad text.

Ad #2010-82

Date: November 18, 2010

Invoice: Gulf County Planning Department

Size: **Headline no smaller than 18 point**

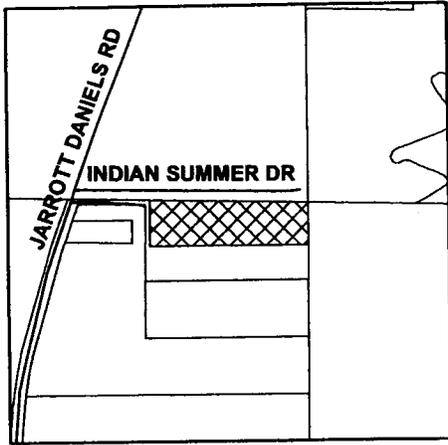
Must be at least 2 columns wide by 10 inches long

Must not appear in the newspaper portions where legal notices and classified advertisements appear

Map attached

Proof of Publication required

Parcel ID#03337-025



PUBLIC NOTICE

A Public Hearing will be held at the Planning and Development Review Board (PDRB) meeting on Monday, November 15, 2010 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, November 23, 2010 at 6:00 p.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:

1. Small Scale Land Use Change – Captain's Cove Marina/Raffield Fisheries - Danny Raffield – Parcel ID#04284-000R, #04281-002R, & -005R, – 15.4 Acres in Section 35, Township 7 South, Range 11 West, Gulf County, Florida – Changing portion of said area land use from Industrial to Mixed Commercial/Residential not to exceed 10 acres.
2. Variance - Laurie Cahill - Parcel ID # 03178-080R - in Section 19, Township 9 South, Range 10 West, Gulf County, Florida - requesting a setback variance to encroach into the setback with a 3'x5' platform for the HVAC units located in a VE Flood Zone.
3. Approval for Development Order - Overstreet Borrow Pit - Gulf County Land LLC - Parcel ID # 03323-105R - 161.93 Acres in Section 18, Township 5 South, Range 10 West, Gulf County, Florida - Review of jurisdictional agency(s) permit requirements to be incorporated into the County Development Order.
4. Proposed Comprehensive Plan text amendment changes to the existing elements and adding a new Economic Element.

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning and Building Department at 1000 Cecil G. Costin Sr. Blvd., Room 312.

Ad #2010-80

Date: November 4 and November 11, 2010

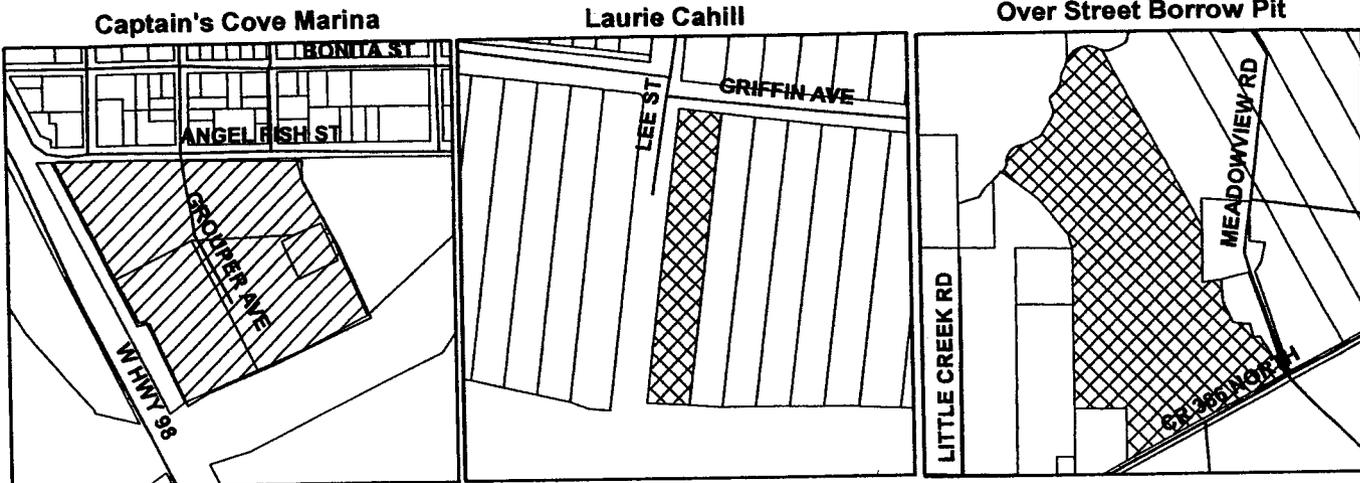
Invoice: Gulf County Planning Department

Enclosure: Map

Size: **Headline no smaller than 18 point**

Must be at least 2 columns wide by 10 inches long

Must not appear in the newspaper portions where legal notices and classified advertisements appear



11/08/10

MR. DON BUTLER, COUNTY ADMINISTRATOR
AND
HONORABLE MEMBERS OF THE GULF COUNTY
BOARD OF COMMISSIONERS
1000 CECIL COSTIN, SR. BLVD.
ROOM 302
PORT ST. JOE, FLORIDA, 32456

2011 FEB 15 PM 2:47

RE: EASEMENT FOR DRAINAGE DITCH, OFFICIAL RECORDS BK 75, PAGE 215

DEAR SIRs,

THE ABOVE EASEMENT WAS GIVEN BY M&K RANCHES, MARCH 14TH, 1978 TO GULF COUNTY, FLORIDA. M&K RANCHES CEASED TO EXIST IN 1985. THE PROPERTY AFFECTED BY THIS EASEMENT WAS ACQUIRED BY THE ST. JOE COMPANY, AND LATER BY THE STATE OF FLORIDA EXCEPT FOR 8.6 ACRES KNOWN AS THE GRAIN BIN PROPERTY LOCATED AT THE INTERSECTION OF CALF BARN ROAD AND GRAIN BIN ROAD, HOWARD CREEK, FLORIDA.

PAUL E. AND VALENTINA MILLS ACQUIRED THE GRAIN BIN PROPERTY ON MAY 27, 2010.

THIS EASEMENT PASSES THROUGH THE SOUTHWEST CORNER OF THE GRAIN BIN PROPERTY. THERE IS NO DITCH ON THIS PROPERTY, NOR, ON THE ADJOINING STATE LANDS, NOR HAS NEVER BEEN.

I RESPECTFULLY REQUEST THAT THIS EASEMENT BE SET ASIDE BY QUIT CLAIMING THIS EASEMENT TO THE CURRENT OWNERS, THE STATE OF FLORIDA AND PAUL E. MILLS AND WIFE, VALENTINA I. MILLS.

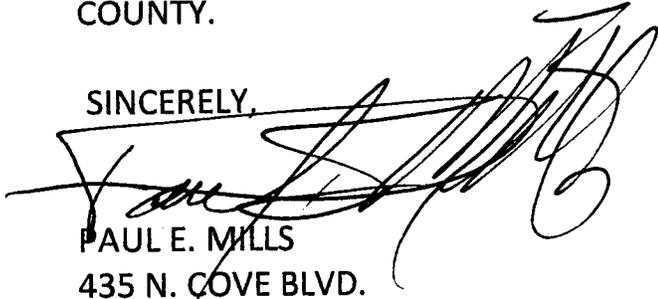
REALIZING, THAT COST WILL BE INCURRED FOR LEGAL FEES, IN THE PREPARATION OF THE DEED, I WILL BE GLAD TO PAY FOR REASONABLE COST, ASSOCIATED IN

BCC APPROVED

DATE _____ D.C. _____

THE PREPARATION OF THE DEED, REMOVING THE FINANCIAL BURDEN FROM THE COUNTY.

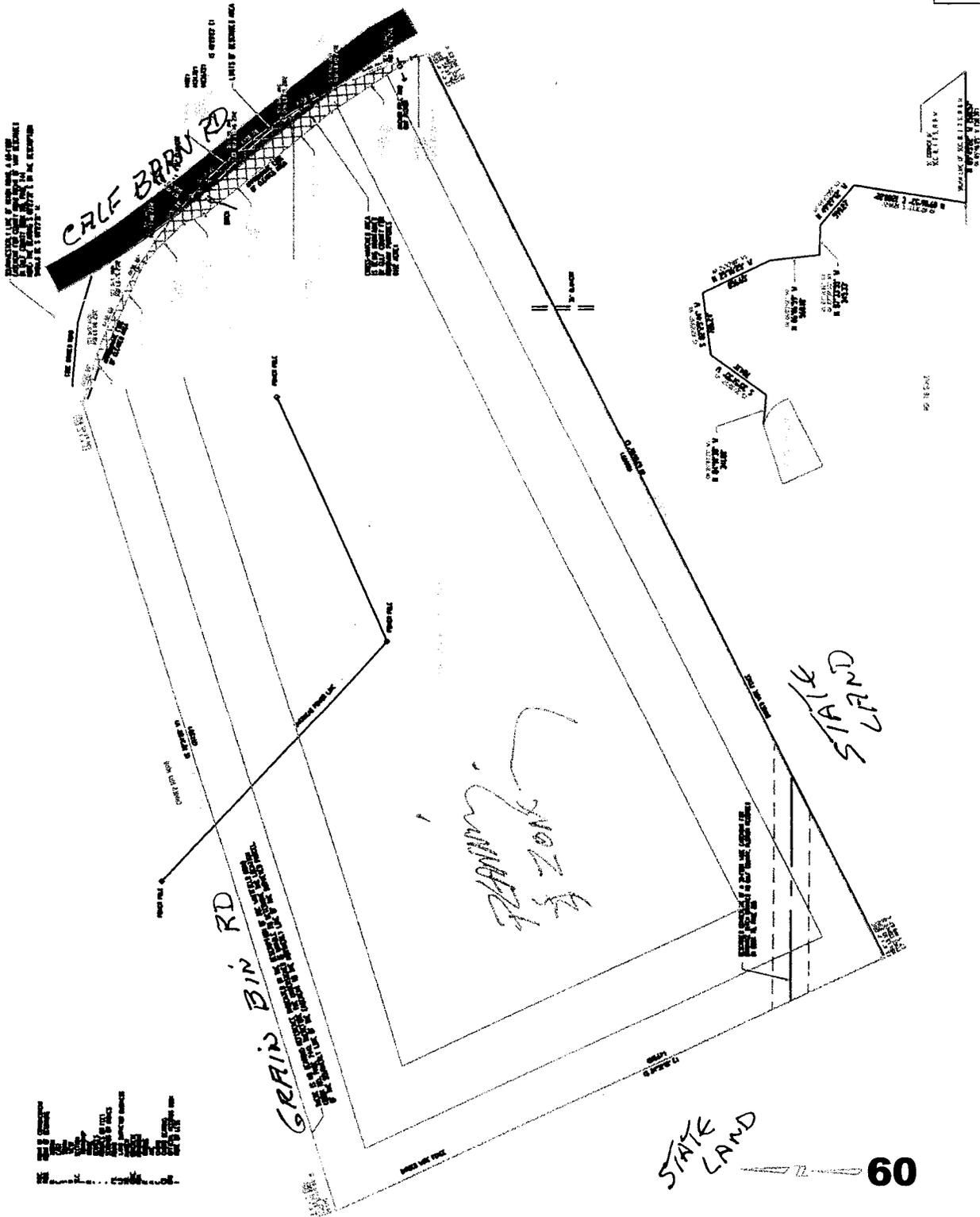
SINCERELY,

A handwritten signature in black ink, appearing to read 'Paul E. Mills', written over a horizontal line.

PAUL E. MILLS
435 N. COVE BLVD.
PANAMA CITY, FLORIDA 32401
(850) 769-1596 OFFICE
(850) 785-4730 HOME

| | |
|----------------|---------------|
| DATE OF SURVEY | NOV. 17, 1907 |
| BY | W. H. HARRIS |
| FOR | STATE LAND |
| SECTION | 36 |
| TOWNSHIP | 36 N. |
| RANGE | 10 W. |
| COUNTY | CLATSOP |
| STATE | OREGON |

SECTION 36, TOWNSHIP 36 N., RANGE 10 W., CLATSOP COUNTY, OREGON



SECTION 36, TOWNSHIP 36 N., RANGE 10 W., CLATSOP COUNTY, OREGON

SECTION 36, TOWNSHIP 36 N., RANGE 10 W., CLATSOP COUNTY, OREGON



November 9, 2010

61

**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners
Rodney Barreto
Chairman
Miami

Richard A. Corbett
Vice Chairman
Tampa

Kathy Barco
Jacksonville

Ronald M. Bergeron
Fort Lauderdale

Dwight Stephenson
Delray Beach

Kenneth W. Wright
Winter Park

Brian S. Yablonski
Tallahassee

Executive Staff
Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Deputy Chief of Staff

Office of the
Executive Director
Nick Wiley
Executive Director

(850) 487-3796
(850) 921-5786 FAX

*Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

To whom it may concern:

It has been brought to our attention that a drainage ditch easement exists on land owned and maintained by the Florida Fish and Wildlife Conservation Commission – Gulf County, Official records book 75, page 215. The purpose of this easement was to construct and maintain a drainage ditch that to our knowledge was never installed. Since a ditch does not exist in this easement we would request this easement be set aside or quit claim to the owners of the properties impacted by the easement.

Thank you for your consideration.

Derek C. Fussell

Wildlife Biologist

Florida Fish and Wildlife Conservation Commission

558 S. Murphy Rd.

Wewahitchka, FL

61

BOOK 75
PAGE 215
215

78-1719

EASEMENT FOR DRAINAGE DITCH

THIS INDENTURE, Made this 14th day of March, 1978,
by and between M-K RANCHES, parties of the first part, and GULF
COUNTY, FLORIDA, a political subdivision of the State of Florida,
party of the second part,

WITNESSETH: That for and in consideration of the sum
of \$1.00 and other good and valuable considerations, in hand paid
by the party of the second part, receipt whereof is hereby acknow-
ledged, the parties of the first part, for themselves, their heirs
and assigns, do hereby grant, as their respective interests may
appear, unto the party of the second part, its successors and
assigns, a permanent easement and right-of-way in and to the
following land in Gulf County, Florida:

Begin at the Northeast corner of Section 7,
Township 7 South, Range 8 West; thence turn
South along Section line 3,593 feet down the
center line of the existing County Road to
the Point of Beginning; thence turn 90° East
and run in an Easterly direction 1,500 feet,
more or less. This being a 30-foot right-of-
way 15 feet right and left of center line.
Lying in Section 8, Township 7, Range 8 West.

GULF COUNTY, FLA.
FILED FOR RECORD
RECORD VERIFIED
'78 AUG 21 PM 2 29

BOOK 75 PAGE 215
CLERK OF CIRCUIT COURT
BY [Signature]

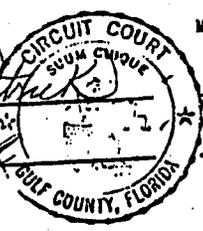
for the purpose of constructing and maintaining a drainage ditch.

IT IS UNDERSTOOD AND AGREED that in accepting this
easement, the party of the second part shall have the privilege
at any time of discontinuing the said ditch, and upon such discon-
tinuance this easement shall cease and the party of the second
part shall have no further right in and to said easement.

IN WITNESS WHEREOF, the parties of the first part
have hereunto set their hands and seals the day and year first
above written.

WITNESSES:

[Signature]
[Signature]
M-K RANCHES
[Signature]
[Signature]



215

216

STATE OF *Florida*
COUNTY OF *Gulf*

Before me, the undersigned authority, personally
appeared *C.L. Shoals OR. Stockman*
who, first being duly sworn, depose and say that they executed
the foregoing instrument freely and voluntarily for the purposes
therein expressed.

WITNESS my hand and official seal in the County and
State last aforesaid this *14th* day of March, 1978.

Samuel A. Patrick
Notary Public
My Commission expires: *1/7/1980*

216