

**BOARD OF COUNTY COMMISSIONERS**

**GULF COUNTY, FLORIDA**

<b>AGENDA</b>	<b>JUNE 14, 2011</b>	<b>TIME / PAGE NO.</b>
1. Meeting Called to Order . . . . .		6:00 p.m.
2. Consent Agenda . . . . .		1-148
3. Public Hearing – C.D.B.G. – Disaster Recovery Enhancement Fund (\$859,541.61)		149
4. Public Hearing – Small Cities C.D.B.G. (\$700,000.00) . . . . .		150
5. Gulf County Fair Housing Workshop		
6. County Staff Business		
7. Board Business		
8. Kim Bodine & Gary Ross – Gulf Coast Workforce Board		
9. Public Discussion		

**F.S. 286.0105:**

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

# CONSENT AGENDA

June 14, 2011

1. Minutes – May 9, 2011 – Special Meeting . . . . . 1-5
  - May 10, 2011 – Special Budget Meeting . . . . . 6-7
  - May 10, 2011 – Regular Meeting . . . . . 8-15
  - May 24, 2011 – Regular Meeting . . . . . 16-24
2. Approval of Checks and warrants for May, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Agreement – Jantech Services, Inc. (E.O.C. Uninterruptible Power System) 25-30
4. Bid Advertisement – E.M.S. (#220-115 \* 1985 Plymouth \* V/N 1P3BP4607JF246273) . . . . . 31
5. Budget Approval – Employee Payroll/Retirement . . . . . 32
6. Deepwater Horizon Oil Spill Shoreline Inspection Report (S.C.A.T. 4/3-4/13/2011) . . . . . 33-35
7. Fee Waiver – Tipping Fee (Selina Roberson Waller) . . . . . 36
8. Grant Agreement – E.M.P.G. ( FY 2011-2012 \$49,444.00) . . . . . 37-66
  - Grant Agreement – E.M.P.A. (FY 2011-2012 \$105,806.00) . . . . . 67-102
9. Inventory – Clerk of Circuit Court (Junk #10-372, #10-327) . . . . . 103
10. Invoices - Agency for Healthcare Administration - Medicaid (4<sup>th</sup> Quarter, 2010-2011 \* \$203,550.00 \* to be paid from Account #51161-82000) . . . . . 104
  - County Attorney Jeremy Novak (May, 2011 \* \$6,891.60 \* to be paid from Account #21314-31100) . . . . . 105-107
  - Disaster Strategies and Idea's Group, LLC - Gulf County & Sacred Heart Hospital Joint Mass Causality Exercise (Invoice #1337 \* \$10,000.00 \* to be paid from Account #39125-34000) . . . . . 108-109
  - Disaster Strategies and Idea's Group, LLC – Enhancement & Reformat of Local Mitigation Strategy (Invoice #1338 \* \$5,142.00 \* to be paid from Account #39525-34000) . . . . . 110-111
  - GAC Contractors – Iola Road Paving Project (Invoice #26126 \* \$39,379.57 \* to be paid from Account #40741-63000) . . . . . 112-115
  - Harrison Rivard & Duncan – Lobbying Services (Invoice #12237 \* \$18,333.00 \* to be paid from Account #21111-31300) . . . . . 116

	- Rumberger Kirk & Caldwell – General Employment Matters (Invoice #761704 * \$483.00 * to be paid from Account #21111-31200)	117
	- St. Joseph Bay Humane Society – Animal Control (May, 2011 * \$5,554.00 * to be paid from Account #43262-82000)	118-124
	- State of Florida – Hurricane Ivan, F.E.M.A. (Contract #11-BG-55-02-33-01-142 * \$14,932.82)	125-131
11.	Purchase Request (Emergency) – Gulf County Beaches Volunteer Fire Department (\$6,972.95)	132
12.	Rate Increase – Waste Management	133
13.	Resolution – Grant Agreement (F.D.O.T. S.C.O.P. J.P.A. / C.R.-30A)	134-148

**PORT ST. JOE, FLORIDA**

**MAY 9, 2011**

**SPECIAL MEETING**

The Gulf County Board of County Commissioners met this date in a Special Meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: County Attorney Jeremy Novak, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, E911 Coordinator Ben Guthrie, G.I.S. Coordinator Scott Warner, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, and Sheriff's Office Major Bobby Plair.

Chairman Yeager called the meeting to order at 6:00 p.m., E.T.

**BID #1011-20 - 30 ACRE SITE – HOWARD CREEK ROAD**

Chairman Yeager reported that he and Chief Administrator Butler met with Gulf Rifle & Pistol Club, Inc. concerning the sale of the 30 acre site on the Howard Creek Road. Chief Administrator Butler recommended awarding bid #1011-20 (only bidder) to Gulf Rifle & Pistol Club, Inc., in the amount of \$45,000.00; paying \$15,000.00 down, and \$3,000.00 per year for ten years. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion. Upon inquiry by Commissioner Williams, County Attorney Novak reported that the County will finance the property and Gulf Rifle & Pistol, Club, Inc. will hold the title. The motion then passed unanimously. Chairman Yeager instructed County Attorney Novak to proceed with this process.

**DEBRIS PICK-UP**

Chairman Yeager reported that this was previously addressed at the last Board meeting concerning the issues with this process, stating that this service was cut during the last budget year, and it is currently being handled by the inmate work crews. He reported that the County is spending more money on fuel and labor with the work crews. Commissioner McLemore stated that the public wants this service provided in the county, and he supports putting the two limb trucks back on the road. Chairman Yeager reported that there is no more money in this budget, and that there is going to have to be a priority established, stating that he is requesting direction from the Board. Commissioner McLemore stated that we need to go back to the way it was previously, stating that it needs to be up to the Supervisors to know when the trucks are stopped. Commissioner McDaniel stated that it should not take long to get things cleaned up, and then the County can possibly cut back on this service. Commissioner McLemore stated that there are two options (1) pick-up, or (2) not pick-up at all. Commissioner Williams

discussed that the current way is not efficient; stating that there needs to be a set schedule to make this operate efficiently. Commissioner McLemore motioned to place the two limb trucks back in service under the supervision of the Supervisors. Commissioner Williams seconded the motion, and it passed unanimously.

### **RECREATIONAL VEHICLE (R.V.) MORATORIUM**

Chairman Yeager reported that all the Board members have had a lot of calls and emails concerning this issue, and requested for everyone to keep their comments to a minimum.

Pat Hardman appeared before the Board and thanked the Board for addressing this issue, stating that one size cannot fit all because of the diversity of the County, and the areas have to be addressed individually. She discussed, (1) this is a safety issue; (2) property values lose values when an R.V. moves in next to their home, (3) property owners have the right to have their neighborhood sustained and not turned into an R.V. park, (4) rental homes pay bed taxes and R.V.'s do not, (5) tourist and potential home buyers are turned off by riding through the corridor and seeing multiple R.V.'s or tents on a lot, and (6) R.V.'s on lots for rent are in competition with legitimate lots in campgrounds. Ms. Hardman asked the Board to review what the P.D.R.B. prepared. Ms. Hardman stated that she would like to see (1) no R.V.'s in the 2A expanded tourist corridor, (2) no R.V.'s in the contiguous corridor, (3) removing the term R-O-W from the 2A section; stating that has nothing to do with the geographic location or definition which has been defined, (4) adding to the 2A section a maximum of 30 days non commercial use, (5) no grandfathering, and (6) permitting (code enforcement) for R.V.'s with a fine for non compliant R.V.'s.

Claudia Lewis appeared before the Board and discussed that she owns property in Cape San Blas on the Bay side behind Pig Island, stating that her son purchased the property next to her property (4 acres all together). She reported that her son has an R.V. on his property located at the Cape, stating that this is his home as well as his business. Ms. Lewis stated that the county needs to look at the adverse affects, stating that they need to encourage small businesses and not make it difficult for them, because someone named this area the Forgotten Coast and that is its attraction.

Gina Hale appeared before the Board and stated that she lives in Port Smith, Arkansas but purchased property on C30E, stating that she researched the covenants to make sure she could park her R.V. on this property because they intend to build a home on this property, and with these new regulations she will not be able to come to this property with her R.V. Ms. Hale requested for the Board to consider where the property is located, stating that if your property is purchased before this goes into effect, it should be grandfathered in. Upon inquiry by Commissioner McLemore, Ms. Hale reported that she does not leave her R.V. on the property located in Gulf County.

Ed Doyle appeared before the Board and stated that he owns a travel trailer that is parked on his property, stating that he travels, and he is concerned with these new

regulations. Chairman Yeager stated that this is only for people which are living in their R.V.'s.

Roger Mims appeared before the Board and stated that there are more and more trailers inside St. Joe Beach, and that his home is worth much less now because of this, stating that most are occupied by rentals. Chairman Yeager discussed that this is the main issue and they are trying to set up regulations to handle the issue of having more than one R.V. per lot. Mr. Mims stated that there is an existing ordinance concerning zoning, and the County is delinquent concerning zoning enforcement in this County.

Clay Lewis appeared before the Board and stated that he currently resides in Cape San Blas, stating that the article in The Star concerning his property was mischaracterized.

Sue Marley appeared before the Board and stated that she lives on Cape San Blas, and periodically her family visits with their R.V. and this will now be prohibited. She stated that the governments' purpose is to protect, not necessarily to regulate the esthetics of the area, and the County should not get involved on what her place looks like. Ms. Marley stated that as long as we live within the density regulations that the County has in place, she sees no need in regulating how many R.V.'s are allowed on each individual lot, as long as they comply with the County ordinances already in place.

Chuck Messer appeared before the Board and stated that he lives at St. Joe Beach and that he has several R.V.'s on lots, stating that it is permitted by the County, and that boats sitting on trailers are much more dangerous than an R.V.

Diane Cummings Nevell appeared before the Board and reported that she made flyers for the Dead Lakes Campground and has distributed them in the areas of Indian Pass, Cape San Blas, and Highland View, stating that since she distributed the flyers she has had two R.V.'s move to the Dead Lakes Campground, and two individuals to inquire about the campground.

Mary Ann Tiller appeared before the Board and reported that she lives in the St. Joe Beach area, stating that she pays a lot of property taxes and R.V.'s moving in three and four to the lot is going to decrease the value of the property.

Sheila Stone appeared before the Board and stated that she lives in the St. Joe Beach area and several of the R.V.'s in this area are occupied by snow birds, and they bring money into the local economy; stating that if they are evicted from this County they will not build permanent residences here and will look for other places to live, which will take money away from the local economy.

Chairman Yeager stated that Gulf County is late on addressing this issue because the surrounding counties have already addressed it and are regulating R.V.'s in their County.

Barbara Radcliff appeared before the Board and stated that she lives in the Indian Pass area, stating that she has not heard anything concerning enforcement of these regulations on R.V.'s, and there will have to be enforcement of the regulations.

Louis C. "Red" Carter appeared before the Board and inquired about the description of an R.V., stating that there are two different kinds of R.V.'s. on wheels. He reported that one is called a park model, which is self contained and one that someone rents. Mr. Carter stated that there used to be a tax on mobile homes but is no longer in place, and suggested charging a tax for R.V.'s.

Skip Griffes appeared before the Board and stated that he lives in the St. Joe Beach area, and requested for the Board to look at the future and look where the property is located, stating that this issue needs to be addressed further back off Highway 98 and the residential/commercial zoning.

Sandy Christie appeared before the Board and stated that she lives in the Cape San Blas area and is the Vice President of the South Beach Homeowners Association, stating that the issue of R.V.'s has caused serious problems throughout the County and the P.D.R.B. has had to take this issue. She stated that a tremendous amount of time, effort and research has gone into these proposed regulations. Ms. Christie reported that an R.V. has been placed on a lot near their subdivision and homeowners have been unable to sell their property. She requested for the Board to do something about the indiscriminate R.V.'s throughout this County along the tourist corridor.

Jeanette Palmer appeared before the Board and stated that she lives in the Highland View area, stating that she pays her fair share of taxes in this county, and some of the R.V.'s that come to Highland View are better maintained than the mobile homes in the area occupied by fulltime residents.

Bob Sutton appeared before the Board and stated that he lives in Wewahitchka, stating that he has spent a lot of time and money building a legal R.V. park off of Highway 71 in Wewahitchka, and if he has to follow the rules everyone else should too. He reported that he has to report to the Gulf County Health Department quarterly and pays taxes monthly to have more than one R.V. per lot. Upon inquiry by Commissioner Williams, Mr. Sutton stated that he is approved for 40 lots on 6 acres.

Rich Brenner appeared before the Board and stated that he lives in the St. Joe Beach area, and questioned the proposed ordinance concerning the tourist corridor and the restrictive zones. Chairman Yeager discussed the expansion areas on C30A and C30E, stating that the expansion would go from the Bay to the Gulf. Discussion followed.

Ron Scheffer appeared before the Board and stated that her lives at Cape San Blas, and stated that the wind does slow down as it comes ashore, and there are two different kinds of storms (1) water storm and (2) wind storm.

Julian Rabon appeared before the Board and stated that he lives at St. Joe Beach, and there are a lot of people in this County that own R.V.'s but do not live in them, and there are people that live in R.V.'s fulltime. He stated that the land values have depreciated in this County as well as the entire Country because of the economy, not because of R.V.'s.

Commissioner McDaniel thanked the voters and tax payers for being very professional during these public hearings.

Commissioner Williams discussed that the one parcel per unit is very critical and needs to be enforced, stating that the State R.V. process is 25 units per acre of land, and the County needs to consider a minimum number of acres to be considered to open an R.V. park.

Commissioner McLemore discussed that he agrees with one R.V. per lot throughout the entire County, and that the P.D.R.B. has done an excellent job on this issue, stating that he supports them.

Chairman Yeager stated that it sounds like this Board is supporting one R.V. per lot County wide, and 30 days along the tourist corridor with no commercial use, and instructed County Attorney Novak to prepare the proposed ordinance. Commissioner Williams requested for County Attorney Novak to define District 3 as Gulf front and one parcel contiguous on Highway 98 from Highland View to Beacon Hill. Chairman Yeager reported that the County will have another public hearing before this ordinance is adopted.

Frank Pate appeared before the Board and requested clarification of the exceptions. County Attorney Novak reported that the P.D.R.B. drafted the language and presented it to the Board, stating that nothing has been defined at this time.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 7:34 p.m., E.T.

**WARREN J. YEAGER. JR.**  
**CHAIRMAN**

**ATTEST:**  
**REBECCA L. NORRIS**  
**CLERK**

**PORT ST. JOE, FLORIDA**

**MAY 10, 2011**

**SPECIAL BUDGET MEETING**

The Gulf County Board of County Commissioners met this date in a Special Meeting with the following members present: Chairman Warren J. Yeager, Jr., Vice Chairman Bill Williams, and Commissioners Carmen L. McLemore, Ward McDaniel, and Tan Smiley.

Others present were: Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Building Official Lee Collinsworth, Emergency Management Director Marshall Nelson, E911 Coordinator Ben Guthrie, G.I.S. Coordinator Scott Warner, Grant Writer Towan Kopinsky, Gulf County E.M.S. Director Houston Whitfield, Human Resource Director Denise Manuel, Mosquito Control Director Mark Cothran, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, Tax Collector Shirley Jenkins, and T.D.C. Director Tim Kerigan.

Chairman Yeager called the meeting to order at 4:00 p.m., E.T.

**BUDGET**

Chairman Yeager reported that the County is early in the budget process, and that this meeting is for informational and educational purposes, stating that there are still proposed things that have been discussed in the preliminary meetings with the Constitutional Officers. Chief Administrator Butler reported that the committee needs direction from the Board, and gave a power point presentation on the budget. Chief Administrator Butler discussed the Board options for reduction of the Ad Valorem dollars as follows: (1) no employee layoffs-attrition only reductions, (2) outsource grass cutting, (3) stop picking up trash on R.O.W., (4) outsource regular vehicle maintenance, (5) privatize landfill; Commissioner McLemore motioned to advertise to receive RFQ's to privatize the landfill. Commissioner McDaniel seconded the motion, and it passed unanimously. (6) Outsource payroll. He reported on the option of increases in fees and initiating new fees, and other options, as follows: (1) increase building permits, (2) increase Planning Department fees, (3) increase G.I.S. fees; Commissioner McLemore motioned to increase the rental fee for the Honeyville Community Center by \$50.00. Commissioner Williams seconded the motion, and it passed unanimously. (4) initiate occupational license, (5) initiate R.V. licenses, (6) initiate charges for 911 addressing, including a waiting period for processing, (7) charge for trash pickup, (8) increase EMS rates, (9) increase horse and beach driving permit fees, (10) create a MSBU for EMS/Fire/Landfill/Law Enforcement for 2013 Year, (11) Sell Surplus buildings & land owned by County, (12) Close Wewahitchka Courthouse if the City of Wewahitchka does not take it, and move essential personnel to old Health Department building, (13)

approach Mexico Beach and Bay Medical Center about supplementing EMS, (14) mandatory garbage collection County wide, (15) if stopping weekend clean-up and double number of cans in parks, (16) give up Lighthouse and give back to Eglin, (17) contract out Grant Department, and (18) place all B.P. money in reserves, (19) County wide voting, (20) pay raises requested, (21) Howard Creek Road expenditures, (22) retirement legislation changes, (23) Courthouse security costs, and (24) growth management cost shift to the County increasing the duties of County Planner. Discussion followed.

Commissioner McDaniel motioned to expand the Tupelo Fire Control District to the Bay County line. Commissioner Smiley seconded the motion, and it passed unanimously.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 5:40 p.m., E.T.

**WARREN J. YEAGER, JR.  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

**PORT ST. JOE, FLORIDA**

**MAY 10, 2011**

**REGULAR MEETING**

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

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Chief Administrator Don Butler, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, T.D.C. Director Tim Kerigan, and County Engineer/Preble-Rish, Inc. Clay Smallwood, III.

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

Assistant Administrator Hammond opened the meeting with prayer, and Chairman Yeager led the Pledge of Allegiance to the Flag.

**CONSENT AGENDA**

Upon motion by Commissioner McLemore, second by Commissioner McDaniel, and unanimous vote, the Board approved the Consent Agenda as follows:

1. Minutes – April 12, 2011 – Regular Meeting
2. Approval of Checks and warrants for April, 2011 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
3. Bid Award #1011-17 – Energy Audit (Southeastern Consulting Engineers, Inc. and Johnson Peaden Engineering, Inc. \* \$24,500.00)
4. Grant Applications – (S.C.O.P. \* S.C.R.A.P. \* C.I.G.P.)
5. Inventory – Gulf County Health Department (Transfer \* #130-132 \* 1993 Ford Van #1FMEE11Y2PHA69801, Tag #70082 \* #130-171 \* 1995 Chevy S-10 Pickup #1GCCS1448S8218007, Tag #139962)
6. Invoices - Agency for Healthcare Administration - Medicaid (4<sup>th</sup> Quarter, 2010-11 \* \$61,570.00 \* to be paid from Account #51161-82000)

- Bank of New York Mellon – Gas Tax Improvement Revenue Bond  
(Invoice #111-1475569 \* \$1,075.00)
- County Attorney Jeremy Novak (Invoice April 18-30, 2011 \* \$6,145.00  
\* to be paid from Account #21314-31100)
- FL Dept. of Environmental Protection – Salinas Park (OGC File  
#10-1662-23-DF \* \$5,750.00 \* to be paid from Account  
#57072-52000)
- GAC Contractors – Avenue “A” Sewer Project (Invoice #7591 \*  
\$56,607.78 \* to be paid from 113535-34000 C.D.B.G.  
D.R.I.)
- IC Contractors – Stumphole Revetment Project (Application  
No. 2 \* \$242,030.70 \* to be paid from Account  
#113538-34000 Stumphole D.R.I.)
- IC Contractors – Stumphole Revetment Project (Application  
No. 3 \* \$301,116.08 \* to be paid from Account  
#223525-34000 and \$100,372.03 \* to be paid from  
Account #40541-34000)
- Jordan & Associates – C.D.B.G. Grant Administration Services  
(Invoice #11-K15-A07 \* \$1,593.00 to be paid from  
Account #113538-31000 \* \$434.00 to be paid from  
Account #113535-31000 \* \$223.00 to be paid from  
Account #113554-31000)
- Jordan & Associates – C.D.B.G. Grant Administration Services  
(Invoice #10DB-K4-02-33-01-K15 \* \$14,968.80 to be paid  
from Account #113538 and \$2,628.17 to be paid from  
Account #113535-31000)
- Ken Murphy – BOCC Recording (April, 2011 \* \$1,350.00)
- Legal Services of North Florida (January 1-March 31, 2011 to be  
paid from Account #71015-82000)
- Rumberger, Kirk & Caldwell – General Employment Matters  
(Invoice #760491 \* \$1,040.00 \* to be paid from Account  
#21111-31200)
- St. Joseph Bay Humane Society – Animal Control (April, 2011 \*  
\$2,695.00 \* to be paid from Account #43262-82000)

7. Proposal – Emergency Management (Delta Development Group, Inc. \*  
\$7,000.00 \* Total Visibility Special Needs Registry  
Software)

(End)

**NATURCHEM – ROAD SIDE WORK**

John Ard of NaturChem appeared before the Board and discussed that NaturChem is a herbicide application company or vegetation management company, stating that they provide two services (1) roadside vegetation turf, and (2) roadside brush program. Chairman Yeager requested for Mr. Ard to meet with Public Works Director Danford concerning this service.

**DEBRIS PICK-UP**

Public Works Director Danford reported that the limb trucks are back on the roads working.

**BOCC AUDIO/VIDEO EQUIPMENT**

Planner Richardson reported that it is time to reorder tapes or change to CD for the recording of the Board meetings, and requested direction from the Board. Chairman Yeager requested for Planner Richardson to bring a recommendation back to the Board.

**COMPREHENSIVE PLAN**

Planner Richardson reported that there is going to be some major changes in growth management due to Legislative changes.

**COMMUNITY DEVELOPMENT COUNCIL – S.H.I.P.**

County Attorney Novak requested permission to send a letter to C.D.C. concerning the transition of the County taking over the S.H.I.P. Program. Commissioner McLemore motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

**PORT AUTHORITY LOAN**

County Attorney Novak reported that the Port Authority loan funds were issued, the mortgage has been recorded, and the original documents are with the Clerk.

**RESOLUTION #2011-09 – DEEPWATER HORIZON OIL SPILL**

Chief Administrator Butler discussed the proposed resolution presented at the last Board meeting, stating that the changes have been made, and recommended for the Board to adopt the resolution. Commissioner Williams motioned to adopt the proposed resolution. Commissioner McLemore seconded the motion, and it passed unanimously.

**RESOLUTION NO. R2011-78 (Escambia County)**  
**RESOLUTION NO. R2011- (Santa Rosa County)**  
**RESOLUTION NO. R2011- (Okaloosa County)**

RESOLUTION NO. R2011- (Walton County)  
 RESOLUTION NO. R2011- (Bay County)  
 RESOLUTION NO. R2011-09 (Gulf County)  
 RESOLUTION NO. R2011- (Franklin County)  
 RESOLUTION NO. R2011- (Wakulla County)

**A JOINT RESOLUTION OF THE COASTAL COUNTIES OF THE NORTHWEST FLORIDA PANHANDLE REGION, RELATING TO THE DEEPWATER HORIZON OIL SPILL IN THE GULF OF MEXICO; REQUESTING SUPPORT FOR CERTAIN FEDERAL LEGISLATION; DIRECTING DISTRIBUTION OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 20, 2010, the Deepwater Horizon well off the coast of Louisiana exploded, rupturing the collection system on the Gulf floor which began spewing barrels of raw crude into the Gulf of Mexico; and

**WHEREAS**, federal, state and local governments banded together to control and contain this spill but were unable to do so until after the well was finally capped on July 15, 2010; and

**WHEREAS**, the uncontained well spewed approximate 4.9 million barrels (205.8 million gallons) of oil into the Gulf of Mexico which impacted the entire Gulf of Mexico and caused damages in all states bordering the Gulf, including Alabama, Florida, Mississippi, Louisiana and Texas; and

**WHEREAS**, this is the largest accidental marine oil spill in history; and

**WHEREAS**, the spill caused both environmental and economic damages; and

**WHEREAS**, individuals, businesses and governmental entities suffered effects from both the environmental and economic damage; and

**WHEREAS**, the Federal Government has a system to collect penalties from responsible parties through the Clean Water Act; and

**WHEREAS**, those monies can be reallocated by an Act of Congress to mitigate and assist with recovery from both the environmental and economic damages which were sustained by jurisdictions along the Gulf of Mexico; and

**WHEREAS**, the eight most impacted counties in the State of Florida came together in November, 2010, and have joined each other in solidarity to express the concerns for their impacted region and citizens; and

**WHEREAS**, THE Coalition of Counties in Northwest Florida has offered resolutions to both State and Federal governments to present a coordinated plan for this region and its citizens; and

**WHEREAS**, many pieces of Federal legislation have been put forward with many good ideas, but none effectively addressing the whole; and

**WHEREAS**, the plan put forward by the Coalition of Counties provides a holistic, unified approach to address the use of funds.

**THEREFORE**, the eight impacted counties in the State of Florida hereby offer this resolution to Legislation that they believe will be effective in recovery from the economic and environmental injuries sustained by the Deepwater Horizon spill. The individual counties hereby agree that Congress should look to support these points as legislation is crafted and past. The agreed upon principals of that legislation are as follows:

1. **RECITALS.** The recitals above are hereby incorporated in this resolution.
2. **ENDORSEMENTS.** The coalition of Florida counties hereby supports the following:
  - A. The Federal legislation should support the Mabus Report and allocate Eighty-Percent (80%) of all Clean Water Act fines related to the Deepwater Horizon spill to restoration of the Gulf of Mexico and the Gulf Coast.
  - B. That the Gulf Coast Restoration legislation clearly designate that funds are provided for projects that impact and improve economic diversification restoration, environmental restoration and human health as directed by the Mabus Report.
  - C. That Gulf Coast Restoration language legislation provide the money to the states and local jurisdictions with local jurisdictions defined as county/parish and municipal governments.
  - D. States will work with local governments to identify projects which will address economic, environmental and health projects for those specific local jurisdictions.
  - E. Collectively we endorse a policy which puts clear rules on the funding which says that it explicitly only be used for projects that improve economic, environmental or health concerns in the specific communities. No funds outside of the allowable administrative allowances can be spent on governmental operations. Additionally, the rules should limit administration expense only to the jurisdiction which performs the project, and the administrative costs should be capped in legislation.
  - F. That within each state jurisdiction up to 50-percent of the money can be spent on any of the three impacts addressed in the Mabus Report. economic, environmental and human health.

- G. We endorse a policy that equitably distributes monies to states, counties and municipalities for projects across the entire Gulf Coast. We believe in an apolitical formula for distribution would be based one-third (33.3%) on each jurisdiction that has Gulf-front exposure, one-third (33.3%) based on Gulf-front coastline for that jurisdiction, measured as the linear miles along the Gulf with inlets included in the linear distance, and one-third (33.3%) based on the population of that jurisdiction with Gulf-front exposure. This formula would ensure that everyone obtained some funding and those communities with the largest shoreline or the most individual citizens would also receive additional monies to take care of those responsibilities.
- H. We also believe that while the fund is for the entire Gulf Coast, it is intended that those with the most immediate needs for recovery that have received injury from the cause event should receive the majority of the funding. We advocate the position for those states whereby the entire coast was not impacted by the Deepwater Horizon spill that the split funding be 75% for those areas impacted and 25% for those areas that were not impacted by the Deepwater Horizon spill.
3. **RESOLVED.** The approved counties below that these points should be included in any legislation that addresses the Clean Water Act fine monies related to the Deepwater Horizon spill.
4. **EFFECTIVE DATE.** This Resolution shall be effective upon execution by the last enacting county. The last enacting county is responsible for distribution of an original copy of this resolution back to each enacting county. Additionally, the Clerk of the Court of the last enacting county is hereby directed to provide a certified copy of this resolution to:

The Honorable Barack Obama  
 President of the United States  
 The White House  
 1600 Pennsylvania Avenue NW  
 Washington, DC 20500

The Honorable Senator Bill Nelson  
 U.S. Senate  
 716 Hart Senate Office Building  
 Washington, DC 20510

The Honorable Senator Marco Rubio  
 U.S. Senate  
 B40A Dirksen Senate Office Building  
 Washington, DC 20510

The Honorable Congressman Jeff Miller  
 U.S. House of Representatives  
 2416 Rayburn House Office Building  
 Washington, DC 20515

The Honorable Congressman Steve Southerland  
 U.S. House of Representatives  
 1229 Longworth House Office Building  
 Washington, DC 20515

The Honorable Rick Scott  
 Governor, State of Florida  
 Plaza Level 05, The Capitol  
 400 South Monroe Street  
 Tallahassee, FL 32399-0001

The Honorable Lisa Perez-Jackson  
 Environmental Protection Agency  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, DC 20460

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, AS FOLLOWS:**

**ADOPTED** this 10<sup>th</sup> day of May, 2011.

(End)

**SURPLUS CAR**

Sheriff Nugent stated that they have a used Jaguar located in the parking lot for sale, and they are taking bids to get rid of it.

**DITCH LANDING ROAD**

Upon inquiry by Commissioner McLemore, County Attorney Novak stated that he received a written response from the manager of the property, Mr. Newsome, stating that he (Mr. Newsome) will have a reply to the County by May 16, 2011.

**ODENA LANDING**

Upon inquiry by Chairman Yeager, County Attorney Novak reported that the County provided St. Joe Company the six items the County need modified, stating that all but one came back which was the insurance premium coverage need on the lease. and he has requested an update four times with no response.

**GRANT WRITER**

Chairman Yeager requested permission for the Grant Writer to apply for 30B for the T.R.I.P. Grant. Commissioner McDaniel motioned to approve this request. Commissioner Smiley seconded the motion, and it passed unanimously.

**DEAD LAKES PARK**

Diane Cummings Nevell appeared before the Board and presented a flyer she has distributed locally, and that she has a flyer to be approved for Memorial Day. Ms. Nevell requested permission to change the sign located in front of the park to include R.V.'s welcome and the international camping symbols. Commissioner McLemore motioned for Commissioner McDaniel and Chief Administrator Butler to handle the approvals for Dead Lakes Park. Commissioner Williams seconded the motion, and it passed unanimously.

**CONDOLENCE – ALLEN & DAVIS FAMILIES**

Commissioner Williams stated that he and Commissioner Smiley both lost a class mate today due to cancer. Commissioner McDaniel stated that Otis Davis, Jr., a prior Commissioner also passed away.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 6:23 p.m., E.T.

**WARREN J. YEAGER, JR.  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

## PORT ST. JOE, FLORIDA

MAY 24, 2011

## REGULAR MEETING

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

Others present were: County Attorney Jeremy Novak, Clerk Finance Officer Carla Hand, Deputy Clerk Kari Summers, Assistant Administrator Michael Hammond, Deputy Administrator Lynn Lanier, Emergency Management Director Marshall Nelson, Gulf County Chamber of Commerce Director Sandra Chafin, Gulf County E.M.S. Director Houston Whitfield, Planner David Richardson, Public Works Director Joe Danford, Sheriff Joe Nugent, Sheriff's Office Major Bobby Plair, T.D.C. Director Tim Kerigan, and County Engineer/Preble-Rish, Inc. Clay Smallwood, III.

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

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

**CONSENT AGENDA**

Upon motion by Commissioner McLemore, second by Commissioner McDaniel, and unanimous vote, the Board approved the Consent Agenda as follows:

1. Minutes – April 26, 2011 – Regular Meeting
2. Appointment – Citizen Advisory Task Force (Sue Marley, Tom Graney, and David Richardson)
3. Deed – Charles Anthony Costin/Margaret Renee Shoaf/Thomas Gibson to Gulf County Board of County Commissioners (Americus Avenue Outfall Ditch)
4. Grant Applications – T.R.I.P. (Chipola RTA and Bay RTP)
5. Invoices – County Attorney Jeremy Novak (May 1-16, 2011 \* \$3,832.50 \* to be paid from Account #21314-31100)

- Sniffen & Spellman, P.A. – Professional Litigation Services (Invoice #7147 \* \$1,636.71 \* to be paid from Account #21111-31200)

6. Records Disposition – BOCC Documents
7. S.H.I.P. – Tenant Assistance (Tanya Ellis \* Increase from \$1,000.00 to \$1,033.00 \* 2008 Tenant Assistance Recipient)
8. Travel – Deepwater Horizon Oil Spill Meeting (Pensacola \* June 1, 2011)

(End)

**PUBLIC HEARING - P.D.R.B. RECOMMENDATIONS (5/16/11)**

The Board then considered the following recommendation from the May 16, 2011 meeting of the Planning & Development Review Board:

**VARIANCE – GRIFFIN**

Pursuant to advertisement to hold a public hearing to consider a setback variance for Sue Griffin (Parcel ID #03894-000R), County Attorney Novak read the public hearing notice and called for public comment. There being no public comment, Commissioner McLemore motioned to approve the variance requesting to encroach into the road setback that will extend a porch addition to be in-line with the adjacent footprints. Commissioner Williams seconded the motion, and it passed unanimously.

**CHAMBER OF COMMERCE & ECONOMIC DEVELOPMENT**

Bobby Pickels appeared before the Board and gave an update on the Chamber of Commerce on working with the County on the Economic Development function, stating that the Chamber requested public participation and conducted a Town Hall meeting, receiving good input. He reported that they then had a professional facilitator come in and put together a formal report, with assistance by Kim Bodine (Workforce Board) and a Human Resource Professional; the report was formulated into a formalized (Executive Director) job description, which is now being actively advertised, Pickels stated.

**WASTE MANAGEMENT**

Deputy Administrator Lanier reported that she received a call from Waste Management today and they had an exceptionally large pick-up from residents in the Oak Grove and Port St. Joe areas today and were unable to complete their pick-ups in those areas, stating that they will complete the pick-up first thing in the morning.

**S.H.I.P.**

Deputy Administrator Lanier read a memorandum from Chief Administrator Butler concerning a S.H.I.P. loan subordination for Donna Lanier and recommended for the Board to allow this and other subordinations and to start the process of forgiving

existing loans, stating that if the County could close the books on the S.H.I.P. program, there would be less administration time involved and would eliminate the need for an annual S.H.I.P. audit. Chief Administrator Butler also recommended that in the event the State was to again fund a housing program, the County would need to consider running it by one of the County departments. Commissioner McLemore motioned to approve this recommendation. Commissioner McDaniel seconded the motion, and it passed unanimously.

**AMERICUS AVENUE DITCH – QUIT CLAIM DEED**

Deputy Administrator Lanier reported that the County received a Quit Claim Deed from Charles Anthony Costin, Margaret Renee Shoaf, and Thomas Gibson in reference to the Americus Avenue outfall ditch parcel, and requested for the Board to accept 80' x 297' (Parcel #03817-000R). Commissioner Williams motioned to approve this request. Commissioner McLemore seconded the motion, and it passed unanimously.

**STUMPHOLE REVETMENT PROJECT – EASEMENT**

Deputy Administrator Lanier reported that the County has received a fully executed easement from Florida Department of Environmental Protection for the reconstruction of the Stumphole Revetment project and recommended for the Board to accept. Commissioner McDaniel motioned to accept the easement. Commissioner Smiley seconded the motion, and it passed unanimously.

**UNIFIED VOICE & DATA COMMUNICATION SYSTEM (V.O.I.P.)**

Deputy Administrator Lanier reported that they are currently working on the transition from regular analog telephones to voice over internet protocol telephones, stating that they are waiting on equipment to network the buildings and the intent of I.T. and Administration is to start this project in a phased approach. She reported that once everything is complete it will eliminate all DSL modems that are allowable, stating that this will be a considerable amount of savings, and there will no longer be a need to have roll over lines for all the departments. Deputy Administrator Lanier recommended eliminating the entire roll over lines, eliminating the extra lines, and creating a new department list. Commissioner Smiley motioned to approve this recommendation. Commissioner McLemore seconded the motion, and it passed unanimously.

**AGENCY FOR HEALTHCARE ADMINISTRATION (A.H.C.A.) – LOW INCOME POOL**

Deputy Administrator Lanier reported that she received a letter from the Florida Association of Counties concerning the Low Income Pool and the Intergovernmental transfers, stating that A.H.C.A. is requesting an additional \$45 million dollars in additional funds to fund this program, and if they do not receive this money the indication is that they will lower the level of hospital reimbursements. County Attorney

Novak discussed that he met last week with the Health Trust Board and they have been working on next year's commitment in terms of A.H.C.A., stating that he can report back with new figures after May 31<sup>st</sup>. Commissioner Williams discussed that this is a big issue, stating that there are donor and non-donor Counties, and this is going to be a major effect for the rural hospitals.

**COMPREHENSIVE PLAN**

Planner Richardson reported that the Comprehensive Plan has been submitted.

**FIRE DEPARTMENTS**

On behalf of all fire departments, Planner Richardson encouraged the public to be very careful due to the dry weather.

**GULF COUNTY DETENTION FACILITY – CONTRACT – SACRED HEART HEALTH SYSTEM**

Jail Administrator Hammond requested permission for the Chairman to sign the new contract with Sacred Heart Hospital for the laboratory services at the jail. Commissioner Smiley motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously.

**INSURANCE COMMITTEE RECOMMENDATIONS**

On behalf of the Insurance Committee, Assistant Administrator Hammond reported that he presented a letter to the commissioners from Todd Torgersen of Combined Insurance, stating that the dental insurance has a zero percent increase, with a proposal to extend for two years with no changes in rate or plan design. He reported that Blue Cross Blue Shield of Florida's original renewal rate was 13.2% with no changes in benefits, stating that this has been reduced to 9.3% which is somewhat less than the current medical trends, and have agreed to renew the plan for two years. Assistant Administrator Hammond stated that the Insurance Committee recommendation is to accept the offer at 9.3% and not rebid. Commissioner Williams stated that the total impact has been shifted to the employees, with less provider based services. Commissioner Williams motioned to deny the recommendation from the Insurance Committee. Commissioner McLemore seconded the motion for discussion, stating that the County has to face this every year, and the employees cannot continue to take the impact. Upon inquiry by Commissioner McLemore, Assistant Administrator Hammond reported that there is time to rebid if the Board decides to rebid, stating that the sign up would be in August so the deductions can start in September. Assistant Administrator Hammond stated that if the Board decides to rebid, it must be done immediately, and that all offers are off from BCBS. Deputy Administrator Lanier reported that BCBS may or may not bid, and that there will be a lot of employee time off for

employees to travel to providers. Commissioner McLemore stated that the Board has time to review and requested for Commissioner Williams to work on this issue. Discussion followed. The motion then passed unanimously.

#### **PUBLIC RECORDS REQUEST POLICY – WORKSHOP**

County Attorney Novak reported that there will be a workshop scheduled with the County Staff on the Sunshine Laws and the new Public Records Request Policy on June 9<sup>th</sup> at 7:30 a.m. in the Board Room.

#### **COUNTY WIDE VOTING**

County Attorney Novak reported that Attorney Spellman will be here next week to meet with him and any of the Commissioners that would like to meet with him, stating that the Supervisor of Elections has provided them the data, and that Attorney Spellman will give an update at the next Board meeting. Commissioner McLemore and Commissioner Smiley requested for County Attorney Novak to schedule a meeting for them with Attorney Spellman.

#### **RECREATIONAL VEHICLE MORATORIUM - ORDINANCE**

County Attorney Novak updated the Board on the proposed R.V. Moratorium Ordinance, stating that he is scheduled to meet with Planner Richardson to make sure the ordinance language is in compliance with the L.D.R. and Comprehensive Plan. County Attorney Novak stated that the June 14<sup>th</sup> meeting will be the first reading of the proposed ordinance, and June 28<sup>th</sup> will be the final reading of the proposed ordinance.

#### **DITCH LANDING ROAD**

County Attorney Novak reported that he reached out to the representative from Regions Bank, and he has not received a response from them, stating that they have requested to come and view the road on the week of May 16<sup>th</sup>, stating that he has not heard anything back. Commissioner McLemore discussed that there are four parcels going to this road, stating that when you enter the road, the first two parcels the County already has a lease agreement with the St. Joe Company, and he is ready to move forward. Upon inquiry by Chairman Yeager on what options the County has, County Attorney Novak reported that there are three options (1) contact property owner, (2) legal recourse with rights to the landing along private property, and (3) the public taking of the roads to demonstrate public necessity to access the water way. Commissioner McLemore stated that the gates need to be removed. County Attorney Novak reported that he has submitted a letter to David Harrelson of the St. Joe Company requesting for them to recommit to the agreement the County has with them.

**S.H.I.P.**

County Attorney Novak reported that he and Chief Administrator Butler had a conference with Rob Dearduff of the Florida Housing Coalition, stating that the County has requested an extension on the current S.H.I.P. program and the different projects throughout the County, and they have responded indicating that they (Florida Housing Coalition) would like to provide some technical assistance from their Florida Housing Coalition and come down and review where the County is at with funding.

**SAFETY OF CHILDREN**

Sheriff Nugent reported that school is now out for the summer and reminded everyone to be careful and watch for the children.

**SHERIFF'S DEPARTMENT - 2<sup>nd</sup> ANNUAL BASS TOURNAMENT**

Sheriff Nugent reported that he is working with T.D.C. concerning the Sheriff's Department 2<sup>nd</sup> Annual Bass Tournament to be held in September or October, and that T.D.C. will help with the prize money and other things, stating that this will be used for the Explorers Club and the kids Christmas throughout the County.

**HOWARD CREEK ROAD REPAIRS – ROAD BOND FUNDS**

Commissioner McLemore reported that there are Road Bond Funds available that can be used for the repairs to the Howard Creek Road, at the intersection of Highway 71. Commissioner McLemore motioned to proceed with the repairs to the Howard Creek Road repairs, contingent upon County Attorney review. Commissioner McDaniel seconded the motion for discussion. Chairman Yeager reported that the road bond funds can be closed out at this time. Upon inquiry by Chairman Yeager, County Attorney Novak stated that if there is still an outstanding contract for the Road Bond project it can be done under the current contract without bidding it out. Chairman Yeager stated that the total amount was \$10,300.00. The motion then passed unanimously.

**TRAVEL – DISTRICT 3 COMMISSIONER**

Commissioner Williams reported that he has been invited by the Congressional Oversight & Accountability House Committee to testify June 2<sup>nd</sup> on behalf of Florida and Gulf County in Washington, D.C. concerning the Oil Pollution Act the Deepwater Horizon Oil Spill caused, and requested permission to travel. Chairman Yeager reported that this will be filed with the Attorneys for reimbursement by B.P., and also that this is an honor to be asked to speak before Congress. Commissioner Williams requested permission for County Attorney Novak to travel to assist with the written testimony. County Attorney Novak stated that this is an excellent opportunity, but it also serves Gulf County's claims and where we stand in this, as well as the seven Counties that

have been primarily affected throughout Florida. County Attorney Novak stated that he would like to accompany Commissioner Williams to Washington and he will take care of his own travel cost. Commissioner Smiley motioned to approve this request. Commissioner McDaniel seconded the motion, and it passed unanimously.

#### **CITY OF PORT ST. JOE – SEWER**

Commissioner Williams requested permission for County Attorney Novak to speak with the City of Port St. Joe's Attorney in regards to the City charging a \$5.00 maintenance fee on grinder pumps; making sure this is conducive to the interlocal agreement. County Attorney Novak stated that he will report back to the Board on this issue.

#### **DEBRIS PICKUP**

Commissioner McDaniel requested clarification on the debris pickup motion previously made at the last Board meeting. Chairman Yeager reported that it was mentioned at the last Board meeting to pick up one day per week but it looks like we decided to get it all caught up, then go back to one day a week. Commissioner McDaniel stated that when he brought this up it was a money issue, and the intent was strictly for pick up of limb debris. Public Works Director Danford reported that there has already been a reduction in traffic at the landfill, which is a reduction in the amount of money we have coming in. Mr. Danford Stated his estimate for fuel for the remainder of this fiscal year is approximately \$50,000.00, running two trucks four times a week. He reported that they are still playing catch up. Chairman Yeager reported that the intent was to run one day per week. Commissioner McDaniel stated that the trucks do not need to be bouncing all over the County; there needs to be a schedule to go by. Chairman Yeager agreed but stated we need to get the word out so the public will know. Discussion followed.

#### **E.M.S. TRANSPORTS**

Upon inquiry by Commissioner McDaniel concerning E.M.S. transports outside of the normal operating areas. E.M.S. Director Whitfield reported that they have made approximately 6 or 7 transports this fiscal year with 30% of these being from Sacred Heart to another facility, which the County has a contract with Sacred Heart to do, stating that they are clearing approximately \$1,000.00 to \$1,200.00 per transport. He reported that they have made several transports for Sacred Heart and billed Sacred Heart directly, not the patient, which guarantees payment. E.M.S. Director Whitfield reported that they have made two transports for Bay Medical Center and they have guaranteed payment, stating that they are not leaving the County uncovered; it is handled by off duty volunteer employees. Discussion continued about the process. Upon inquiry by Commissioner McLemore concerning why the Wewahitchka Ambulance Service sends two trucks out on every call, E.M.S. Director Whitfield explained that they have one ALS truck in the Wewahitchka area, which is manned by

one Paramedic and one E.M.T., and there are several BLS trucks available with part time people, stating that they send the ALS truck as soon as the call is received, and the BLS truck follows with volunteers. He reported that the Paramedic assesses the patient and decides if it is an ALS or BLS patient, stating that there is only one unit in Wewahitchka paid as a fulltime unit; the rest are volunteers. Commissioner McLemore and Chairman Yeager commended E.M.S. Director Whitfield.

#### **PUBLIC HEARING – C.D.B.G.**

Chairman Yeager reported that the County is applying for a C.D.B.G. Fair Housing Grant, and recommended scheduling a Public Hearing for June 14<sup>th</sup> at 6:00 p.m., E.T. Commissioner McLemore motioned to approve this recommendation. Commissioner Williams seconded the motion, and it passed unanimously.

#### **HISTORICAL SOCIETY**

Chairman Yeager reported that the St. Joseph Historical was called to come to Leon County to receive an award for the Gulf County Board of County Commissioners, stating that the Board has done a great job in applying for grants to refurbish the lighthouses. He stated that the Lighthouses are being operated by the Historical Society and encouraged the public to visit them. Chairman Yeager read the inscription from the award.

#### **GULF COAST WORK FORCE BOARD**

Chairman Yeager reported that he attended the Work Force Board meeting last week, stating that they are doing a great job working with the County, City, and Chamber of Commerce on the advertisement for the Executive Director of the Chamber of Commerce.

#### **MUNIS MEETING**

Commissioner Williams stated that he attended the Munis meeting held in the Clerk's Office with other department heads, and thanked Clerk Norris, Clerk Finance Officer Hand, and Clerk employee Elaine Bland for their hard work on trying to move the labor component in the Munis system.

#### **CLERK EXECUTIVE COMMITTEE**

Commissioner Williams reported that Clerk Norris brought the Executive Committee meeting to Port St. Joe, stating that she will be First President of the committee next year, stating that she is doing a great job representing Gulf County.

**T.D.C. – RECORDING SYSTEM**

T.D.C. Director Kerigan reported that they are still working on the broadcasting system for the County, stating that they are moving the PEG Channel system over tomorrow and they are still waiting on equipment.

There being no further business, and upon motion by Commissioner McLemore, the meeting did then adjourn at 7:15 p.m., E.T.

**WARREN J. YEAGER, JR.  
CHAIRMAN**

**ATTEST:  
REBECCA L. NORRIS  
CLERK**

GULF COUNTY  
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: BEN GUTHRIE  
DATE: JUNE 8, 2011  
SUBJECT: EMERGENCY OPERATIONS CENTER  
UNINTERRUPTED POWER SUPPLY (UPS) SERVICE AGREEMENT

Attached you will find a service authorization agreement with Jantech Sevices, to provide maintenance for the EOC UPS. Jantech is the only authorized Oneac Agent in the area. Our UPS is not functioning as designed causing hard transfers and power surges when the generator does its weekly exercising.

By this memo we are requesting board approval to enter into this agreement with Jantech Services based upon the Attorney's approval. If you have any questions or need additional information do not hesitate to call me at 229-9111.

Attachment

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

2011 JUN -8 AM 10:11

CONSENT  
6/14/11 LL

## BILLABLE SERVICE AGREEMENT/AUTHORIZATION

This Agreement is between JANTECH SERVICES, INC. ("JANTECH"), a Florida corporation with its principal place of business 11315 Challenger Ave, Odessa, FL 33356 and \_\_\_\_\_ ("CUSTOMER"), with a principal place of business at \_\_\_\_\_ . (Billing address)

1. Purpose of the Agreement. This Agreement sets forth the terms and conditions by which JANTECH will perform services for CUSTOMER and CUSTOMER will pay for such services. The Agreement will become effective upon the date that the CUSTOMER signs it.

2. Scope of Work. JANTECH will provide repair or maintenance services necessary to CUSTOMER's Uninterruptible Power System ("UPS") at rates outlined on attached Rider B. Attached at Rider A of this is a description of the services to be provided by JANTECH. This Agreement covers only the services described on Rider A. All other work is outside the scope of the Agreement and subject to a separate agreement or purchase order.

2.1. Exclusions. Electrical work external to the equipment or maintenance of accessories, attachments, features, or other devices is excluded in this Agreement.

3. Duties of JANTECH. JANTECH will provide its services in a competent manner, with the degree of care and skill ordinarily exercised by those in the industry performing similar services, and in full compliance with applicable federal, state or local laws.

4.1 Disclaimer of Warranty. JANTECH'S OBLIGATIONS EXPRESSED IN THIS AGREEMENT ARE IN LIEU OF AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Limitation on Damages. The sole and exclusive remedy for any breach of this Agreement by JANTECH is limited to JANTECH's election to (1) re-perform the services, (2) repair or replace defective parts provided by JANTECH, or (3) refund any amounts paid to JANTECH for improperly performed services or defective parts. In no event shall JANTECH be liable for incidental, consequential, or special damage of any kind, including without limitation, lost profits, business interruption damages, or loss of data, in connection with this Agreement or JANTECH's performance of services whether the claim is based on contract, tort, negligence, strict liability, or warranty. In no event shall JANTECH's liability exceed the total compensation paid by customer for the services rendered by JANTECH.

5. Duties of CUSTOMER. CUSTOMER is responsible for providing JANTECH with full and free access to the equipment to be serviced and to provide JANTECH personnel with suitable working conditions, storage space if necessary, adequate heat, cooling, ventilation and electrical power outlets at no cost to JANTECH.

5.1 Physical Removal of Equipment. If repairs require physical relocation of equipment or demolition of walls or other structures, CUSTOMER shall bear the cost of moving, demolition or reconstruction.

SERVICE AUTHORIZATION  
PAGE 1 OF 5

6. Termination of this Agreement. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically on the occurrence of any of the following events: (1) Completion of the services performed by JANTECH as described in Section 2 above; or (2) bankruptcy or insolvency of the CUSTOMER.

6.1 Renewal. Any renewal of this Agreement must be in writing specifically referring to this Agreement.

6.2 Default by CUSTOMER. Should Customer default in the performance of this Agreement, or materially breach any of its provisions, JANTECH, at its option, may terminate this Agreement by giving fifteen (15) days written notice to the CUSTOMER.

6.2.1 Remedies for Breach. Upon CUSTOMER's default of Agreement, JANTECH shall be entitled to full and immediate payment of all compensation and shall be relieved from providing any further services under this Agreement.

6.3 Default by JANTECH. Should JANTECH default in the performance of this Agreement, or materially breach any of its provisions, CUSTOMER, at its option, may terminate this Agreement by giving fifteen (15) days written notice to JANTECH.

6.3.1 Remedies for Breach. CUSTOMER's remedies are limited to JANTECH's election to re-perform services, repair or replace defective parts provided or to refund as set forth in Section 4, above.

7. Choice of Law and Forum. Any disputes arising under or relating to this Agreement and JANTECH's performance shall be resolved pursuant to Florida law.

7.1 Arbitration. JANTECH and CUSTOMER agree that all disputes shall be submitted to binding arbitration in the State of Florida, before a neutral experienced arbitrator, and pursuant to the rules for commercial arbitration of disputes of the American Arbitration Association.

7.2 Award of Attorneys' Fees and Costs. In addition to any other remedy afforded in arbitration, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

8. Entire Agreement. This Agreement supersedes any and all Agreements, either oral or in writing, between the parties hereto with respect to the services of JANTECH and contains all of the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducement, promises or agreements, oral or otherwise, with regard to employment have been made by any party or anyone acting on behalf of any party, which are embodied herein and that no other agreement, statement or promise regarding performance of services not contained in this Agreement shall be valid or binding.

8.1 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated by anyone.

8.2 No oral modifications. Any modifications to this Agreement must be made in writing by mutual consent of the parties.

8.3 No Purchase Order Modifications. Any conflicting or modifying terms on any customer purchase order are null and void and the terms of this Agreement shall control.

9. Assignment of Agreement. This Agreement is freely assignable by either JANTECH or CUSTOMER without the consent of the other party.

10. Notices. Any notices under this Agreement are to be sent as follows:

As to JANTECH: Jay Nizborski, President and Chief Executive Officer  
JANTECH SERVICES, INC.  
11315 Challenger Avenue  
Odessa, FL 33556

As to CUSTOMER: \_\_\_\_\_  
(Equipment location) \_\_\_\_\_

Phone & Fax # \_\_\_\_\_

Executed on \_\_\_\_\_.

JANTECH SERVICES, INC.

By: \_\_\_\_\_  
Name and Title

CUSTOMER:  
\_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

Will pay by: (Check One)

Purchase order # for service is \_\_\_\_\_

Credit Card: Visa Master Card (circle one, fill in information below)

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on card \_\_\_\_\_

Tax Status: Exempt Y N If yes, please include a copy of the tax exempt form.



RIDER B

STANDARD LABOR RATE SCHEDULE  
(Effective 5-1-08)

Standard Labor Rate Schedule  
(Effective 5-1-08)

<u>UPS Technician Rates:</u>		<b>Contract Customers</b>	<b>Non-Contract</b>
Monday-Friday	8:00am-5:00pm	\$ 130.00	\$ 160.00
Monday-Friday	5:00pm-8:00am	\$ 195.00	\$ 240.00
Saturday/Sunday	24 hours	\$ 195.00	\$ 240.00
Holiday	24 hours	\$ 260.00	\$ 320.00
<u>Battery Technician Rates:</u>		<b>Contract Customers</b>	<b>Non-Contract</b>
Monday-Friday	8:00am-5:00pm	\$ 85.00	\$ 110.00
Monday-Friday	5:00pm-8:00am	\$ 127.50	\$ 165.00
Saturday/Sunday	24 hours	\$ 127.50	\$ 165.00
Holiday	24 hours	\$ 170.00	\$ 220.00

**\$0.75 per mile**  
**2 hour minimum**  
All Rates are portal to portal

MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
FROM: HOUSTON WHITFIELD, EMS DIRECTOR  
DATE: JUNE 6, 2011  
RE: RECOMMENDATION SALE OF SURPLUS EQUIPMENT

I am requesting permission to advertise and sell a 1985 Plymouth auto, Vin No. 1P3BP4607JF246273, Inv. No 220-115. This auto was declared surplus by the Board on Jan. 20, 2009. I have had several people interested in purchasing this vehicle. I recommend a minimum bid of \$200.00. The vehicle has not operated in the past 4 years.

Thank You.

Houston Whitfield, EMS Director

2011 JUN -8 PM 11:28

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE 6/14/11 CC

# BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456  
PHONE: (850) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: boccc@gulfcounty-fl.gov  
WEBSITE: www.gulfcounty-fl.gov

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

## MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
FROM: COMMISSIONER WARREN YEAGER, JR., CHAIRMAN  
DATE: JUNE 6, 2011  
RE: BUDGETS REGARDING PAYROLL

Due to the recent legislative changes to employee retirement payments, it is recommended that the BOCC allow the budget to maintain payroll at current levels, for the remainder of this fiscal year and next fiscal year.

Thank you.



2011 JUN - 9 11:11:30

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 6-14-11



**GULF COUNTY  
EMERGENCY MANAGEMENT**

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

**INTEROFFICE MEMORANDUM**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall Nelson*

DATE: JUNE 7, 2011

SUBJECT: DEEPWATER HORIZON OIL SPILL  
SHORELINE INSPECTION REPORT, 4/3 - 4/13/2011

Attached are the "Spring 2011 Survey - Shoreline Inspection Reports" for Gulf County. The surveys were conducted in April 2011 by SCAT Team members that included a local representative.

Three pieces of oiled plastic were identified and recovered during the survey. The team determined the beaches do not require further cleanup at the present time. All of the surveyed areas in the county have shown no MC252 oil in two (or more) successive surveys, therefore these segments have been referred to the Unified Command in Louisiana for transferred out of active cleanup. If additional MC252 oil is discovered on these beaches in the future, the beaches can be transferred back to active cleanup status as necessary to ensure that cleanup is complete.

By this memo the Florida Branch Office, located at 2179 Highway 98, Mary Esther, FL 32569, is requesting the board to approve concurrence with the findings of the two attached "Spring 2011 Survey - Shoreline Inspection Reports".

Attachments

Cc: File

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 6/14/11

SIR- 4

Location	Gulf County Indian Pass area
Segment	FLGU2-003, 006,010, 020
Local Name	Gulf County/Indian Pass

Date of Survey 4/12/2011 through 4/13/2011  
 Time of Survey various  
 Tide Stage various  
 Weather Primarily Sunny  
 Method Foot

(i.e., Foot/Boat/ATV - if more than one circle primary)

Inspection Completed Along Entire Segment?  
*circle one*  
 Yes                      No

SCAT Team Members		
Print Name		Signature
<u>Richard Marty</u>	RP Rep	_____
<u>Matthew Sexton, B. Howard</u>	FOSC Rep	_____
<u>Tony Coughlin</u>	SOSC Rep	_____

**Oiling Condition**      **Describe (No Oil Observed, Stage 4 2011 NFT Conditions, ALARP, NEBA, Safety, Other)**  
 No oil was observed. Except for one piece of plastic oiled with MC252 oil recovered from segment FLGU3-020. This debris was removed during the survey. No other oil was found and the segments were NOO after the survey.

CHECK APPROPRIATE BOX BELOW AND SCAT (UC) REPS SIGN ABOVE

<input type="checkbox"/> NOO	<input checked="" type="checkbox"/> NOO on 2 prior surveys
<input type="checkbox"/> NOO-E	<input type="checkbox"/> <b>Further Treatment Required</b> Explain and provide support documentation. SOS, Maps, Phototraphs
<input type="checkbox"/> Stage 4 2011 NFT	

**Comments - Landowner/Trustee:**  
 Concurrence:  
 Name (sign): \_\_\_\_\_ Name: Warren Yeager, Chairman Date: June 14, 2011

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Date: \_\_\_\_\_

SOSC                      FOSC                      BP-EUL

SIR- 4

Location	Gulf County outside the St. Joseph State Park
Segment	FLGU1-005, 131,132,133, 134, 136, 139, 140, 141, 142, 143, 144, 145, 146, 147, 150
Local Name	Gulf County outside the St. Joseph State Park

Date of Survey 4/3/2011 through 4/12/2011  
 Time of Survey various  
 Tide Stage various  
 Weather Primarily Sunny  
 Method Foot

(i.e., Foot/Boat/ATV - if more than one circle primary)

Inspection Completed Along Entire Segment?  
*circle one*

Yes                      No

SCAT Team Members		
Print Name		Signature
<u>Richard Marty</u>	RP Rep	_____
<u>Matthew Sexton, J. Lanksford, B. Howard</u>	FOSC Rep	_____
<u>Tony Coughlin</u>	SOSC Rep	_____

**Oiling Condition**      **Describe (No Oil Observed, Stage 4 2011 NFT Conditions, ALARP, NEBA, Safety, Other)**  
 No oil was observed. Except for two pieces of plastic oiled with MC252 oil recovered from segment FLGU1-147. These pieces were removed during the survey. No other oil was found and the segments were NOO after the survey.

CHECK APPROPRIATE BOX BELOW AND SCAT (UC) REPS SIGN ABOVE

<input type="checkbox"/> NOO	<input checked="" type="checkbox"/> NOO on 2 prior surveys
<input type="checkbox"/> NOO-E	<input type="checkbox"/> <b>Further Treatment Required</b> Explain and provide support documentation. SOS, Maps, Phototraphs
<input type="checkbox"/> Stage 4 2011 NFT	

Comments - Landowner/Trustee:  
 Concurrence:  
 Name (sign): \_\_\_\_\_ Name: Warren Yeager, Chairman      Date: June 14, 2011

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Date: \_\_\_\_\_

SOSC                      FOSC                      BP-EUL

*Walter H. Roberson Irrevocable Trust*  
214 Seventh St.  
Port St. Joe, FL 32456

May 24, 2011

Mr. Don Butler, Gulf County Administrator  
Gulf County Courthouse  
1000 Cecil G. Costin Blvd.  
Port St. Joe, FL 32456

Dear Mr. Butler:

The Trust is requesting that the tipping fees be waived for the placement of debris in the Gulf County landfill as the result of a house fire. This request is made in accordance with previously granted requests for other parties. The Trust is contracting to clean up the property as soon as possible, in accordance with the requirements of the Gulf County Code. The loss is not an insured loss. Thank you for your consideration.

Sincerely,  
Walter H. Roberson Irrevocable Trust



Selina Roberson Waller, Trustee

2011 JUN -8 AM 11:30

**BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT **36**  
DATE: 5/26/11 6-2-11



GULF COUNTY  
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS  
FROM: MARSHALL NELSON *Upshall*  
DATE: MAY 24, 2011  
SUBJECT: EMERGENCY PREPAREDNESS GRANT (EMPG) AGREEMENT  
CONTRACT # 12-FG-\_\_\_-02-33-01-090

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By this memo we are requesting the board's approval of the attached Emergency Preparedness Grant (EMPA) for the Fiscal Year 2011 - 2012 in the amount of \$49,444.00.

Attachment

2011 JUN -8 AM 11:29

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

DATE 6-4-11 *LB*

Contract Number: 12-FG-\_\_\_\_-02-33-01-090  
CFDA Number: 97.042

### FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2011 and shall end June 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 Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations "

(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 Scope of Work and Budget - Attachment A, A-1 and B - 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:

Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Division of Emergency Management  
 Policy and Financial Management  
 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:

Office of Inspector General  
 2555 Shumard Oak Boulevard  
 Tallahassee, Florida 32399-2100

and

Division of Emergency Management  
 Policy and Financial Management  
 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 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 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 D.

(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 and A-1 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 tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

If an Event of Default occurs, then the Division 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:

Tara Walters  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-410-1391  
Fax: 850-488-7842  
Email: [tara.walters@em.myflorida.com](mailto:tara.walters@em.myflorida.com)

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

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

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A and A-1 –Scope of Work

Attachment B – Budget

Attachment C – Program Statutes, Regulations and Special Conditions

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

(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 **\$49,444**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three 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 below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

\_\_\_\_\_ An advance payment of \$\_\_\_\_\_ is requested

(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 Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

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

Any requests received after **July 31, 2011**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission or by e-mail.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

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

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

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

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

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

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

**(18) REPAYMENTS**

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

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

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

**(19) MANDATED CONDITIONS**

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

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

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

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

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

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

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

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

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

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) 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. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

RECIPIENT:

GULF COUNTY

By: \_\_\_\_\_

Name and title: Warren Yeager, chairman

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

FID# 59-6000627

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: \_\_\_\_\_

Name and Title: Bryan Koon, Director, Division of Emergency Management

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

## EXHIBIT – 1

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

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

## Federal Program

Federal Agency: U.S. DHS/FEMA  
 (Department of Homeland Security/Federal Emergency Management Agency)  
 Catalog of Federal Domestic Assistance title and number: EMPG/97.042  
 (Emergency Management Performance Grant)  
 Award amount: \$49,444

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

Chapter 252, Florida Statutes  
 Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code  
 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)  
 44 CFR, Part 302  
 48 CFR, Part 31  
 OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

*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 as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

*NOTE: 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 and A-1

Scope of Work

Base Grant funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2011 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

Attachment A-1

**Gulf County**  
**Emergency Management Performance Grant**  
**(EMPG)**

*2011 - 2012 Scope of Work*

Item #	Deliverables	Mid Year Review		End of Year Review	
		In Work	Complete	In Work	Complete
1	<p><b>COORDINATION AND COLLABORATION</b> - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.</p> <p>No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2011 – June 30, 2012), for those who attend</p> <ul style="list-style-type: none"> <li>-Regional Domestic Security Task Force (RDSTF) Meeting</li> <li>-Urban Area Security Initiative Meetings (if applicable)</li> <li>-State Working Group Meetings (if applicable)</li> </ul>	In Work	Complete	In Work	Complete
Deliverable Status Comments:					

Item #	Deliverables	Mid Year Review		End of Year Review	
		In Work	Complete	In Work	Complete
2	<p><b>DISASTER TEMPORARY HOUSING</b> - To ensure the efficient transition of residents from shelters into safe temporary housing following disasters, the county shall develop and/or update their strategies that identify local methods of assisting housing recovery. In doing so, the approach should be scalable and flexible enough to support small-scale events as well as catastrophic disasters while integrating private sector, government and nongovernmental organizations into the collaboration. The following deliverables shall be met during this contract period.</p> <ul style="list-style-type: none"> <li>A. Develop and/or update temporary housing strategies/plans in accordance with the "Local Disaster Housing Strategy" template developed by the State Disaster Housing Planning Initiative (SDHPi) no later than June 1, 2012. The template will be available on the Division's Website at: <a href="http://www.floridadisaster.org/grants/index.htm">http://www.floridadisaster.org/grants/index.htm</a>.</li> <li>B. Designate a Point of Contact for County Disaster Housing to serve as the county lead for disaster temporary housing operations and liaison with the state and federal disaster housing coordinators no later than June 1, 2012.</li> <li>C. Provide the state a listing of all temporary housing contacts. List all possible locations for group sites, possible and/or existing commercial mobile home and travel trailer parks to include current pad count no later than June 1, 2012. FDI-M will provide the official DOH data for county review.</li> <li>D. Organize or utilize existing groups, agencies or organizations to provide disaster housing assistance, consisting of community stakeholders who have the authority to make decisions no later than June 1, 2012.</li> </ul>	In Work	Complete	In Work	Complete
Deliverable Status Comments:					

# Record of Review

## Mid Year Review

County Emergency Management  
Representative Signature

---

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

FDEM Division  
Representative Signature

---

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

## End of Year Review

County Emergency Management  
Representative Signature

---

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

FDEM Division  
Representative Signature

---

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

**Attachment B  
Budget**

The anticipated expenditures for the Categories listed below are for the Emergency Management Performance Grant (EMPG) awarded by the Division.

---

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Organizational Costs	\$ <u>49,444</u>
Planning Costs	\$ _____
Training Costs	\$ _____
Exercise Costs	\$ _____
Equipment Costs	\$ _____
Management & Administration Costs (limited to 3% of the total)	\$ _____
<b>Total EMPG Funds</b>	<b>\$ <u>49,444</u></b>

(see section 17 – Funding/Consideration)

**Attachment C**  
**Program Statutes, Regulations and Special Conditions**

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),  
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

**Special Conditions**

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program guidance and application kit.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

**Attachment D**  
**Reports**

- A. The Recipient shall provide the Division with quarterly financial reports and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
  - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for DEM then only need to provide date of submission and who submitted plan/product to), etc.).
  - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
  - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
  - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
  - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
  - **For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.**
  - **Copies of the general ledger each quarter should also be provided.**
- C. **Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The final close-out report is due forty-five days after termination of this Agreement.**

E. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12).

"Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

**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 of the Agreement.

**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 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First 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:

$$\frac{\text{Cell D3}}{\text{DEM Award}} \times \text{S} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- [ ] Recipient has no previous DEM/DCA 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	200____-200____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

**Attachment F**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct

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

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 7:00 AM-12:00 PM; 12:30 PM-5:30 PM EST  
Monday - Thursday

Licensing and Permitting

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

Attachment G

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment H**  
**Statement of Assurances**

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

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

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

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

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

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

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

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

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

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



GULF COUNTY  
EMERGENCY MANAGEMENT

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

INTEROFFICE MEMORANDUM

TO: BOARD OF COMMISSIONERS  
FROM: MARSHALL NELSON *M. Nelson*  
DATE: MAY 24, 2011  
SUBJECT: EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE  
(EMPA) GRANT AGREEMENT  
CONTRACT # 12-BG-\_\_-02-33-01-023

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By this memo we are requesting the board's approval of the attached Emergency Management Preparedness Assistance (EMPA) Grant for the Fiscal Year 2011 - 2012 in the amount of \$105,806.00.

Attachment

2011 JUN -8 AM 11:29

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT  
DATE: 6-14-11 LL

**STATE-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2011 and shall end June 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 Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(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 Scope of Work and Budget - Attachment A, A-1 and B - 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 nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

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

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

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

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Division of Emergency Management  
Policy and Financial Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

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

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

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

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

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

(7) REPORTS

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

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 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 D.

(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 and A-1 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 tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

If an Event of Default occurs, then the Division 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:

Tara Walters  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-410-1391  
Fax: 850-488-7842  
Email: [tara.walters@em.myflorida.com](mailto:tara.walters@em.myflorida.com)

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

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

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A and A-1 – Scope of Work
- Attachment B – Budget
- Attachment C – Program Statutes, Regulations and Program Requirements
- Attachment D – Reports
- Attachment E – Justification of Advance
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$105,806, subject to the availability of funds.

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

An advance payment of \$ \_\_\_\_\_ is requested

(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 Scope of Work and Budget, Attachment A, A-1 and B of this Agreement.

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

The amount of funds available pursuant to this rule chapter (Rule 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **July 31, 2012**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission or by e-mail.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon execution of the modification and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

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

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

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

**At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public**

works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9C-13, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

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

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a

public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) 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. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

H.

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

RECIPIENT:

GULF COUNTY

By: \_\_\_\_\_  
Name and title: Warren Yeager, Chairman  
Date: \_\_\_\_\_  
FID# 59-6000627

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANGEMENT

By: \_\_\_\_\_  
Name and Title: Bryan Koon, Director, Division of Emergency Management  
Date: \_\_\_\_\_

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Awarding Agency: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52.008

State Financial Assistance: \$105,806

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

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

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

Eligible recipients for these funds are the 67 Florida counties.

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 and A-1**  
**Scope of Work**

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

**Gulf County**  
**Emergency Management Preparedness and**  
**Assistance Grant (EMPA)**

*2011 - 2012 Scope of Work*

Item #	Deliverables	Mid Year Review		End of Year Review	
		In Work	Complete	In Work	Complete
		Due Date Missed		Due Date Achieved	
1	<p><b>COORDINATION AND COLLABORATION</b> - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs</p> <ul style="list-style-type: none"> <li>A) No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2011 – June 30, 2012), for those who attend.               <ul style="list-style-type: none"> <li>-Quarterly Regional Coordination Meetings</li> <li>-Current Issues in Emergency Management (CIEM)</li> <li>-Florida Governor's Hurricane Conference or National Hurricane Conference</li> <li>-Florida Emergency Preparedness Association Annual Meeting</li> <li>-Florida Emergency Preparedness Association Mid Year Work Session</li> <li>-Local Mitigation Strategy (LMS) Workshops</li> <li>-Professional Development Conferences &amp; Training</li> </ul> </li> <li>B) The County will update and submit changes to the County Contact Form, to include County Officials annually or as changes occur. This form will be available at a password protected website. For the page link, usernames and passwords, contact your Regional Coordinator.</li> <li>C) The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.</li> <li>D) The County will hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.</li> </ul>				
Deliverable Status Comments:					

		In Work		
		Complete	Due Date Missed	
2	<p><b>TRAINING AND EXERCISE</b> - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2011 – June 30, 2012)</p> <p>A) Submit training courses conducted in counties that are not coordinated through the Training &amp; Exercise Unit to: <a href="mailto:EDM.STO@em.mylorida.com">EDM.STO@em.mylorida.com</a> for submission onto the Training and Events Calendar for information purposes only. This allows for regional collaboration and coordination and the Training and Exercise Unit to establish needs assessments</p> <p>B) Participate in the annual Statewide Hurricane Exercise in which the submission of one (1) Incident Action Plan (IAP) or one (1) Situation Report (SITREP) and a roster of participants and participation in at least one (1) conference call is required.</p> <p>C) Counties will submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises.</p> <p>D) The county shall conduct at least one (1) Continuity of Operations Plan (COOP) or Continuity of Government (COG) exercise every three (3) years (an actual incident may be substituted). If counties have conducted one (1) of these exercises in the past two (2) years, indicate "not applicable". This exercise may be a seminar, tabletop, functional or full-scale and may be conducted as part of the Statewide Hurricane Exercise</p>			
Deliverable Status Comments:				

3	<p><b>GEOGRAPHICAL INFORMATION</b> - Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM Geospatial Information Systems (GIS) section on or before <b>May 15, 2012</b>. This shall include:</p> <ul style="list-style-type: none"> <li>A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.</li> <li>B) County Shelter data utilized by the State ESF 6 shall be reviewed and updated.</li> <li>C) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.</li> </ul> <p>Attribute information for spatial data requested shall include facility name, facility type, physical address, and USNG coordinates or Latitude/Longitude in decimal degrees (only one or the other is needed).</p> <p><b>NOTES</b></p> <ul style="list-style-type: none"> <li>• Items listed above can be submitted to <a href="mailto:gae.gis@em.myflorida.com">gae.gis@em.myflorida.com</a> via the following channels –       <ul style="list-style-type: none"> <li>- Export from own GIS database (preferred)</li> <li>- EXCEL Spreadsheet</li> </ul> </li> <li>• If counties have no changes in last submission of spatial data information, submit email to <a href="mailto:gae.gis@em.myflorida.com">gae.gis@em.myflorida.com</a> stating “no change from last submission.”</li> <li>• Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.</li> </ul>	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>

Deliverable Status Comments:

	In Work Complete Due Date Missed	In Work Complete Due Date Missed	In Work Complete Due Date Missed
4			
<p><b>LOGISTICS.</b> The county shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. If the counties have no change from the last submission, submit email to DEM_Logistics_Unit@em.myflorida.com stating "no change from last submission". Items A - D shall be submitted via CD, FTP site or email to: DEM_Logistics_Unit@em.myflorida.com no later than June 1, 2012.</p> <p>A) Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but not limited to the following:            -County Government Emergency Fuel Strategy            -Utilization of private business and industry in meeting emergency resource needs            -List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency</p> <p>B) Location, survey forms and attributes information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms will be available on the Division's Website at: <a href="http://www.floridadisaster.org/grants/index.htm">http://www.floridadisaster.org/grants/index.htm</a>.</p> <p>C) POINTS OF DISTRIBUTION. Location and attribute information for Points of Distribution (POD) sites and Comfort Stations using a format provided in cooperation with FDEM Logistics Section. County POD Site Survey Profile forms and will be available on the Division's Website at: <a href="http://www.floridadisaster.org/grants/index.htm">http://www.floridadisaster.org/grants/index.htm</a>.</p> <p>D) Emergency Worker Base Camps using a format provided in cooperation with FDEM Logistics Section. Logistical Site Survey Forms and will be available on the Division's Website at: <a href="http://www.floridadisaster.org/grants/index.htm">http://www.floridadisaster.org/grants/index.htm</a>.</p>			
Deliverable Status Comments:			

5	<p><b>SHELTER SURVEY AND RETROFIT PROGRAM</b> -- In accordance with Florida's statewide hurricane shelter space deficit elimination program, all counties shall submit Items A - F via CD, FTP site, or email at <a href="mailto:DEM_Infrastructure_Unit@em.myflorida.com">DEM_Infrastructure_Unit@em.myflorida.com</a> no later than May 1, 2012. All information shall be verified and if counties have no changes in last submission, submit email to <a href="mailto:DEM_Infrastructure_Unit@em.myflorida.com">DEM_Infrastructure_Unit@em.myflorida.com</a> stating "no change from last submission."</p> <p>A) Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to FDEM, Infrastructure Unit. (This information is used to compile the Shelter Retrofit Report.)</p> <p>B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Unit.</p> <p>C) Develop and submit to the FDEM Infrastructure Unit a strategy to ensure that by <b>June 1, 2012</b>, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and approved temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.</p> <p>D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by <b>June 1, 2012</b>, there is adequate designated SpNS client space capacity to meet anticipated five-year demands as determined by the 2010 Statewide Emergency Shelter Plan (January 31, 2010). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (AFS 0496) and be equipped with an adequate standby electric power system or capability as described in item 5.c. above.</p> <p>E) Update and submit to the FDEM Infrastructure Unit, hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</p> <p>F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. The template to provide this information will be made available from FDEM.</p>	<p><i>In Work</i> Complete Due Date Missed</p>	<p><i>In Work</i> Complete Due Date Missed</p>
Deliverable Status Comments:			

	In Work Complete Due Date Missed	In Work Complete Due Date Missed	In Work Complete Due Date Missed
6			
<p>LOCAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN - Update and/or maintain the County Comprehensive Emergency Management Plan (CEMP) in accordance with Rule 9G-6, Florida Administrative Code and consistent with the State of Florida CEMP. If counties have no updates since the last submission, submit email to <a href="mailto:DEM_Natural_Hazards_Planning@em.nyflorida.com">DEM_Natural_Hazards_Planning@em.nyflorida.com</a> stating "no change from last submission" no later than June 1, 2012.</p>			
<p>Deliverable Status Comments:</p>			

## Record of Review

### Mid Year Review

County Emergency Management  
Representative Signature

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

FDEM Division  
Representative Signature

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

### End of Year Review

County Emergency Management  
Representative Signature

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

FDEM Division  
Representative Signature

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

## Attachment B

## Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION)

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<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>94,906</u>
Other Personal Services	\$ _____
Expenses	\$ <u>2,625.00</u>
Operating Capital Outlay	\$ <u>8,275.00</u>
Fixed Capital Outlay	\$ _____
<b>Total State Funds</b>	<b>\$ <u>105,806</u></b>

(see section 17 – Funding/Consideration)

**Attachment C**  
**Program Statutes, Regulations and Program Requirements**

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Watch Office (SWO) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWO and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.
- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and

other utilities, as well as telephone access to the Recipient's facility as required for efficient service.

- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWO, and shall comply with reasonable instructions issued thereafter.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.
- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The Division will cover the monthly cost of the satellite service provided to the Division pursuant to the service agreement between Hughes Network Systems and the State of Florida for the period of this agreement. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

2. Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

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

(2) NAWAS

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

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

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

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

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

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

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

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

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

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

#### 6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

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

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

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s 252 38, Florida Statutes

## Attachment D

## Reports

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report, all in a format to be provided by the Division. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.
- B. Each quarter, the Recipient shall provide the Division with a twenty-five percent (25%) sampling of the total amount requested. The Recipient will need to submit a sampling from the list below (i.e., invoice and check/proof of payment) with your reports unless other sample documents are deemed necessary for audit purposes. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.
- Salaries: Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries)
  - OPS/Contractual Services: Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks related to these services.
  - Expenses: Copies of invoices/receipts, checks and canceled checks
    - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
    - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
  - OCO: Copies of invoices/receipts, checks and canceled checks
  - FCO: Copies of invoices/receipts, checks and canceled checks
  - Copies of the general ledger each quarter should also be provided.
- C. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. The final close-out report is due forty-five days after termination of this Agreement.
- E. In addition to the above, in order to ensure compliance with Rule 9G-19 011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency

Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2011. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- F. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2011.
- G. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

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 of the Agreement.

**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 2009	(B) FFY 2010	(C) FFY 2011	(D) Total
1 INITIAL CONTRACT ALLOCATION				
2 FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3 AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First 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 CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DEM/DCA 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	2011-2012 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

**Attachment F**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an

award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 7:00 AM - 12:00 PM and 12:30 PM - 5:30 PM  
EST Monday - Thursday

Licensing and Permitting

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

Attachment G

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

Attachment H  
Statement of Assurances

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

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

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

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

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

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

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

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

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

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

CLERK OF CIRCUIT AND COUNTY COURTS

RECORDER AND COMPTROLLER

GULF COUNTY, FLORIDA

REBECCA L. NORRIS, CLERK

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

MEMORANDUM

**To:** Gulf County Board of County Commissioners

**FROM:** Tracy Tharpe, Deputy Clerk

**Date:** June 8, 2011

**SUBJECT:** Removal of Items from Inventory

2011 JUN -8 PM 1:27

Please remove the following items from the Clerk of the Circuit Courts Office Inventory. These items have been replaced and no longer in use.

<u>Tag #</u>	<u>Description</u>	<u>Reason</u>
10 - 372	Pentium Processor	Replaced
10 - 327	ABS Pentium Processor	Replaced

These items are obsolete to us.

BCC APPROVED

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

**FLORIDA  
MEDICAID**  
*A Division of the Agency for Health Care Administration*  
**Better Health Care for all Floridians**

RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
INTERIM SECRETARY

Ms. Darla Lyle  
Gulf County Clerks Office  
1000 Cecil G. Costin Sr. Blvd.  
Port St Joe, FL 32456

June 8, 2011

Dear Sir or Madam:

This document shall serve as a formal invoice for the purpose of billing for Medicaid payments, which are outlined in the transfer agreement executed between the Agency for Health Care Administration and Gulf County. You are being billed the amount of \$ 203,550 for the 4<sup>th</sup> quarter of State Fiscal Year 2010-11, pursuant to House Bill 5001, the General Appropriations Act of 2010-2011.

In an effort to increase our efficiency and decrease the turn times on payments we are requesting that you please notify us when you are sending your payments. This will allow us to release payment to providers in a timely manner. Please notify us via email at [perryb@ahca.myflorida.com](mailto:perryb@ahca.myflorida.com) or [behennal@ahca.myflorida.com](mailto:behennal@ahca.myflorida.com).

Please submit your payment with a copy of this invoice to the following address:

Agency for Health Care Administration  
Medicaid Program Analysis  
Attn: Ms. Lecia Behenna  
2727 Mahan Drive  
Building 3, Mail Stop 21  
Tallahassee, FL 32308

2011 JUN -8 AM 11:29

Should you have questions regarding this matter or need technical assistance, please contact me at (850) 412-4130.

Sincerely,

Lecia M. Behenna  
Regulatory Analyst Supervisor

**APPROVED FOR PAYMENT**  
Date 6/14/11 D.H. LL  
51161-82000

Reference: **BCC APPROVED**  
DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
ACCT. #. 51161-82000

DATE  
6/14/11 LL



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

Jeremy T.M. Novak, Esq.  
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

June 1, 2011

Gulf County Board of County Commissioners  
Chief Administrator's Office  
Donald Butler, Chief Administrator  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**Re: Professional Services Rendered  
NLG File No.: 2200-001, 2200-004, 2200-005 & 2200-006  
Invoice period through: May 31, 2011**

Dear Mr. Butler:

Enclosed for your review and file, please find our firm's invoices for professional services and costs for the period through May 31, 2011.

Additionally, please note an invoice summary statement of both the general legal files and litigation matters for this period have been included for your reference, review and approval.

Should you have any questions, please contact our office immediately.

Very truly yours,

**Novak Law Group, PLLC**

Encl.

cc: Kari Summers, Gulf County Clerk's Office

2011 JUN -8 PM 1:27

CARMEN L. McEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

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

Jeremy T.M. Novak, Esq.  
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DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

June 1, 2011

Gulf County Board of County Commissioners  
Chief Administrator's Office  
**Attn: Donald Butler**  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered  
NLG File No.: 2200-001 General Legal Services 2200-006  
Invoice period through: May 31, 2011**

Summary of Invoices for Professional Services

- Gulf County General Legal Representation (35.4 hrs. x \$100) = \$3,540.00

Summary of Invoices for Administrative costs and fees

Invoiced at end of each month cycle

- Gulf County – Westlaw, Legal Data, Administrative and Office Expenses  
(General Legal + Litigation matters + Admin/operational) = \$307.85

Total Professional services and costs \$ 3,847.85

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 21314-31100

CARMEN L. McEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

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

Jeremy T.M. Novak, Esq.  
1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

June 1, 2011

Gulf County Board of County Commissioners  
Chief Administrator's Office  
**Attn: Donald Butler**  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**Re: Summary of Professional Services Rendered  
Invoices period through: May 31, 2011  
NLG File No.: 2200-005 & NLG File No.: 2200-004**

Summary of Invoices for Professional Services

-	Gulf County Litigation / Pending Litigation Matters (11.35 hrs. x \$125)	=	\$1,418.75
	professional services total (litigation)		<u>\$1,418.75</u>
-	Gulf County Deepwater Horizon Matters (13 hrs. x \$125)	=	\$1,625.00
	professional services total		<u>\$1,625.00</u>
	Total Professional services		<u>\$3,043.75</u>

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
ACCT. # 21314 - 31100

CARMEN L. McEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5



# GULF COUNTY EMERGENCY MANAGEMENT

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

## INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *lyardall*

DATE: MAY 12, 2011

SUBJECT: **REQUEST FOR PAYMENT**  
GULF COUNTY AND SACRED HEART HOSPITAL JOINT MASS  
CAUSALITY EXERCISE

BOARD OF COUNTY COMMISSIONERS  
MAY 12 2 41 PM '11

Attached is Disaster, Strategies and Idea's Group, LLC's invoice #1337 in the amount of \$10,000.00, to develop and conduct a one day Gulf County/Sacred Heart Hospital Joint Mass Causality Functional Exercise. By this memo we are requesting the board approval to pay this invoice. Payment will be made from line item 39125-34000.

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

Attachment

2011 JUN -8 AM 11:29

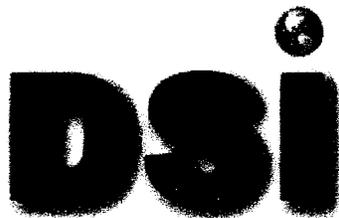
**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 39125-34000

CONSENT  
DATE 6/14/11 LL

INVOICE



Post Office Box 12333, Tallahassee, FL 32317-2333

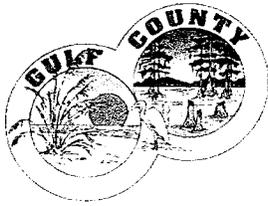
INVOICE #1337  
DATE: 05-09-2011

Gulf County Emergency management  
ATTN: MARSHALL NELSON, DIRECTOR  
1000 Cecil G. Costin, Sr. Blvd  
Building 500  
Port St. Joe, FL 32456

For:  
ODP Grant #10-DS-39-02-33-01-265

DESCRIPTION	AMOUNT
<p>DSI developed and conducted a one-day Mass Casualty Incident Functional Exercise which met compliance with the new requirements and implementation of the Homeland Security Exercise and Evaluation Program (HSEEP). The target audience for the training included emergency preparedness, prevention and response personnel, emergency managers, public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers.</p> <p>Please make check payable to:</p> <p>Disasters, Strategies and Ideas Group, LLC P. O. Box 12333 Tallahassee, FL 32317-2333</p> <p style="text-align: right;"><i>39125-34000</i> <i>Marshall Nelson</i></p>	<p><b>\$10,000.00</b></p>
<b>TOTAL</b>	<b>\$10,000.00</b>

Thank You  
"Road Map to 21<sup>st</sup> Century Emergency Management"  
[www.dsideas.com](http://www.dsideas.com)



# GULF COUNTY EMERGENCY MANAGEMENT

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

## INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall*

DATE: MAY 12, 2011

SUBJECT: **REQUEST FOR PAYMENT**  
ENHANCEMENT AND REFORMAT OF GULF COUNTY'S  
LOCAL MITIGATION STRATEGY (LMS)

BOARD OF COUNTY COMMISSIONERS

2011 JUN 8 11:29

---

Attached is Disaster, Strategies and Idea's Group, LLC's invoice #1338 in the amount of \$5,142.00, to enhance and reformat the Gulf County Local Mitigation Strategy Plan to ensure proper alignment and consistency with the National Response Plan (NRP) and Gulf County coordinating structures and processes. By this memo we are requesting the board approval to pay this invoice. Payment will be made from grant funds line item 39525-34000.

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

Attachment

2011 JUN -8 11:11:29

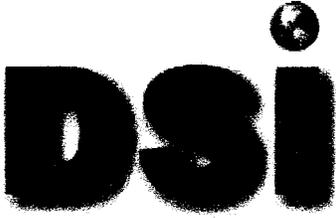
**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 39525-34000

*6/14/11*

INVOICE



Post Office Box 12333, Tallahassee, FL 32317-2333

INVOICE #1338  
DATE: 05-09-2011

Gulf County Emergency management  
ATTN: MARSHALL NELSON, DIRECTOR  
1000 Cecil G. Costin, Sr. Blvd  
Building 500  
Port St. Joe, FL 32456

For:

ODP Grant #10-DS-39-02-33-01-265

DESCRIPTION	AMOUNT
<p>Enhanced/reformatted the Gulf County Local Mitigation Strategy Plan to ensure proper alignment and consistency with the National Response Plan (NRP) and Gulf County coordinating structures and processes</p> <p>Provided printed/bound copy and CD</p> <p style="text-align: center;">39525 - 34000 <i>Marshall Nelson</i></p> <p>Please make check payable to:</p> <p>Disasters, Strategies and Ideas Group, LLC P. O. Box 12333 Tallahassee, FL 32317-2333</p>	<p><b>\$5,142.00</b></p>
<b>TOTAL</b>	<b>\$5,142.00</b>

Thank You  
"Road Map to 21<sup>st</sup> Century Emergency Management"  
[www.dsideas.com](http://www.dsideas.com)

**112**  
INVOICE  
26126

OFFICE: (850) 769-3477  
FAX: (850) 769-3456

POST OFFICE BOX 59462  
PANAMA CITY, FL 32412-0462



May 31, 2011  
Vendor # 115  
Job # 115  
Invoice # 26126

Gulf County Board of County Commissioners  
c/o Preble-Rish, Inc.  
Attn: Mr. Clay Smallwood, E.I.  
324 Marina Drive  
Port St. Joe, FL 32456

Re: Gulf County  
Iola Road Paving Project (CIGP)

Contract Amount	<b>\$743,881.00</b>
Total Amount Completed	\$43,755.08
Less Retainage (10%)	-\$4,375.51
Less Prior Invoices	<u>\$0.00</u>
<b>Total Amount Due &amp; Requested</b>	<b>\$39,379.57</b>

2011 JUN -8 AM 11:31

**DUE DATE 06/15/11**

WE GREATLY APPRECIATE YOUR BUSINESS!!!

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 40741-63000

APPROVED FOR PAYMENT

Date 6/7/11 JK

Acct # 40741-63000

Iola Road CIGP

**112**

QUALITY SINCE 1958

GC C052036 - CU C056975

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER:  
 GULF COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 1000 CECIL G. COSTIN SR BLVD.  
 PORT ST. JOE, FL 32456

PROJECT: GULF CO - IOLA RD  
 APPLICATION NO 1  
 Distribution to:  
 OWNER x  
 ARCHITECT x  
 CONTRACTOR x

FROM CONTRACTOR:  
 GAC CONTRACTORS, INC.  
 4116 N HIGHWAY 231  
 PANAMA CITY, FL 32404

VIA ARCHITECT:  
 PREBLE-RISH, INC.  
 ATTN: CLAY SMALLWOOD, E.I.  
 324 MARINA DRIVE  
 PORT ST. JOE, FL 32456

PERIOD TO: 05/31/2011

PROJECT NOS: 3.231

CONTRACT DATE: 03/24/2011

CONTRACT FOR: 2010 CIGP PAVING PROJECT

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

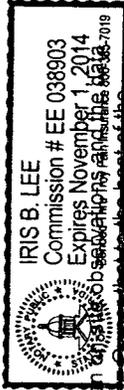
- 1. ORIGINAL CONTRACT SUM ..... 743,881.00
- 2. Net change by Change Orders ..... 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... 743,881.00
- 4. TOTAL COMPLETED & STORED TO DATE  
 (Column G on G703) ..... 43,755.08
- 5. RETAINAGE:
  - a. 10 % of Completed Work  
 (Column D + E on G703) ..... 4,375.51
  - b. % of Stored Material  
 (Column F on G703) .....
  - Total Retainage (Lines 5a + 5b or  
 Total in Column I of G703) ..... 4,375.51
- 6. TOTAL EARNED LESS RETAINA  
 (Line 4 Less Line 5 Total) ..... 39,379.57
- 7. LESS PREVIOUS CERTIFICATES FOR  
 PAYMENT (Line 6 from prior Certificate) ..... 0.00
- 8. CURRENT PAYMENT DUE ..... 39,379.57
- 9. BALANCE TO FINISH, INCLUDING RETAINA  
 (Line 3 less Line 6) ..... 704,501.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
NET CHANGES by Change Order		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GAC CONTRACTORS, INC

By: *[Signature]* Date: 5/31/11  
 State of: FLORIDA County of: BAY  
 Subscribed and sworn to before me this 31<sup>ST</sup> day of may 2011.  
 Notary Public: *[Signature]*  
 My Commission expires: 11-1-14



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the application, the Architect certifies to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 39,379.57

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *[Signature]* Date: 6/7/11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment of \$39,379.57 and said payment clearing GAC Contractors' bank account, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **May 31, 2011**, to the **Gulf County Board of County Commissioners**, on the job of the **Gulf County – Iola Road Paving Project (CIGP)** to the following property:

**Iola Road, Gulf County, Florida**

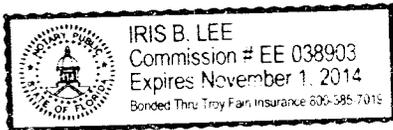
This waiver and release does not cover any retention or labor, services, or material furnished after the date specified. This waiver does not include retainage withheld in the amount of \$4,375.51.

Contractor: **GAC Contractors, Inc.**

By: Angie Blakemore  
Printed Name: **Angie Blakemore**  
Title: **Controller**

County of **Bay**  
State of **Florida**

Subscribed and sworn before me this 31<sup>st</sup> day of **May, 2011**.



Iris B. Lee  
Notary Public State of Florida

My Commission Expires: November 1, 2014.

HARRISON RIVARD & DUNCAN  
ATTORNEYS AND COUNSELORS AT LAW

CHARTERED  
PANAMA CITY, FLORIDA

WILLIAM G. HARRISON, JR.  
BO RIVARD  
MIKE DUNCAN  
CATHERINE S. HESTER

P.O. BOX 12 32402  
101 HARRISON AVENUE 32401  
TEL (850) 769-7714  
FAX (850) 769-7715

STATEMENT

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

June, 2011

Client # 10001-001  
Invoice # 12237

Re: Services Rendered

06/01/11      Retainer – February - May 2011      \$ 18,333.00

Total Now Due:      \$ 18,333.00

06:01:30 6/1/11

CONFIRMED  
PRIORITY 12

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 2111-31300

CONFIRMED  
DATE 6/1/11

**Rumberger**  
KIRK & CALDWELL

Lincoln Plaza, Suite 1400  
300 South Orange Avenue (32801)  
Post Office Box 1873  
Orlando, Florida 32802-1873

May 25, 2011

Telephone 407.872.7300  
Telecopier 407.841.2133

Jeremy T.M. Novak, Esq.  
Gulf County Board of Cty. Commissioners  
402 Reid Avenue  
Port St. Joe, FL 32456

RE: Gulf County Board of County Commissioners In Re: General Matters

Our File No.: G214 - 107990

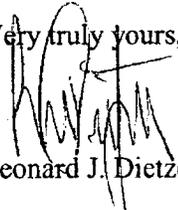
Dear Mr. Novak, Esq.:

Enclosed is our interim invoice number 761704 dated May 25, 2011 in the total amount of \$2,386.20, which breaks down as follows:

Current Fees:	\$	483.00
Current Costs:	\$	0.00
<b>Current Amount Due:</b>	<b>\$</b>	<b>483.00</b>
Previous Balance Due:	\$	1,903.20
<b>Total Amount Due:</b>	<b>\$</b>	<b>2,386.20</b>

If this billing meets with your approval, we would appreciate receiving payment within thirty days. Should you have any questions, please do not hesitate to give us a call.

Very truly yours,

  
Leonard J. Dietzen, III

Enclosure

2011 JUN - 8 10:14:30

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # 21111-31200

**APPROVED FOR PAYMENT**

Date \_\_\_\_\_ D.H. \_\_\_\_\_

Acct. # \_\_\_\_\_

  
5/31/11

Orlando  
407.872.7300

Miami  
305.358.5577

Tallahassee  
850.222.6550

Tampa  
813.223.4253

Birmingham  
205.327.5550

6/14/11 CC



# St. Joseph Bay Humane Society

1007 Tenth St., Port St. Joe, FL 32456  
850-227-1103 Ph • 850-227-1191 Fax

**118**

2011 JUN -8 AM 11:29

RECEIVED FROM  
 ST. JOSEPH BAY HUMANE SOCIETY  
 1007 TENTH ST.  
 PORT ST. JOE, FL 32456  
 850-227-1103

PSC 900 (P) (1)

San Jose, CA 95131

850-227-1103

TO:

Bill Williams, Chairman, Gulf County Board of County Commissions

Don Butler, Gulf County Administrator

FOR:

Housing & Care of animals at the St. Joseph Bay Humane Society

Month: May 2011

DESCRIPTION	TOTAL ANIMALS	RATE	AMOUNT
For the care & housing of all animals delivered to St. Joseph Bay Humane Society for the month of:  <u>May 2011</u>	<u>106</u>	\$49/ animal	\$ <u>5194.00</u>
For the care & housing of dangerous animals, after 5 days & until case is resolved. Total days are <u>40</u> days for <u>4</u> animals	<u>4</u>	\$9/ day	\$ <u>360.00</u>

TOTAL: \$ 5554.00

SJBHS  
1007 Tenth St.  
Port St. Joe, FL 32456

**APPROVED FOR PAYMENT**

Date 6/8/11 D.H. LL  
Acct # 43262-82000

For questions or to schedule a volunteer, please call Marissa at 850-227-1103

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_  
ACCT. # 43262-82000

**118**

6/14/11 LL

## May 2011 INTAKES CO

<u>DATE</u>	<u>CO#</u>	<u>BREED</u>	<u>SEX</u>	<u>COLOR</u>	<u>AGE</u>	<u>LOCATION</u>
04/19/11	3049	boxer x	m	brown	9 mos	West Arm creek bridge Hwy71
5/2/2011	3014	border collie mx	m	blk/wht	15+ yrs	Mize Plumbing
5/3/2011	3015a	lab mix	m	black	8 mos	Bus Barn St Joe
5/3/2011	3015b	lab mix	m	choc	8 mos	Bus Barn St Joe
5/3/2011	3016	terrier x	f	black w/wht	8 wks	811 Jarritt Daneils Rd
5/3/2011	3017a	lab mix	f	black	4 mos	114 Christopher Robin
5/3/2011	3017b	lab mix	f	yellow	4 mos	114 Christopher Robin
5/3/2011	3018	bulldog mix	f	black	10 mos	156 Magnolia- Howards Creek
5/4/2011	3019	lab mix	m	black	1 yr	133 2nd St., Wewa
5/4/2011	3020	feline-dsh	f	white	adult	1244 Lake Grove Rd.
5/5/2011	3021a	blk/tan shephard x	m	blk/mahg	4 mos	Mitchell Rd
5/5/2011	3021b	blk/tan shephard x	f	blk/mahg	4 mos	Mitchell Rd
5/5/2011	3022a	weimerian	f	gray	1 yr	310 E Lake View Rd., Wewa
5/5/2011	3022b	doberman	f	blk/mahg	1 yr	310 E Lake View Rd., Wewa
5/5/2011	3023a	pig	f	white specs	6 mos	Ball Field 10th St.
5/5/2011	3023b	beagle x	f	blk/brown	6 mos	Ball Field 10th St.
5/5/2011	3024a	feline-slh	f	gray	4 wks	Palmetto Dr., Overstreet
5/5/2011	3024b	feline-dlh	f	tabby mult	4 wks	Palmetto Dr., Overstreet
5/6/2011	3025a	lab mix	f	choc	2 yrs	Gulf Co Shipyard, Dynamite Rd
5/6/2011	3025b	lab mix	f	wht/choc	2 yrs	Gulf Co Shipyard, Dynamite Rd
5/9/2011	3064a	american bulldog	f	white w/tan	adult	202 Ave G
5/9/2011	3064b	hound mix	f	tan/wht	adult	202 Ave G
5/9/2011	3064c	blue tick mix	f		adult	202 Ave G
5/9/2011	3064d	brindle mx	m		10 mos	202 Ave G
5/10/2011	3065a	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065b	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065c	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065d	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065e	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065f	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065g	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065h	lab mx	m/f	blk	6 wks	County Line on 71 N
5/10/2011	3065i	lab mx	m/f	blk	6 wks	County Line on 71 N
5/11/2011	3066	shep mix	m	brwn/blk	1+ yrs	255 Ave A
5/11/2011	3067	dachshund x	m	brwn/blk	adult	Ave C & Peters
5/12/2011	3068	hound mix	f	blk/brown	1 yr	Hayes Ave., Highland View
5/13/2011	3069	catahoola	m	white	2 yrs	250 Long Medow Dr- Stonemill Crk
5/13/2011	3070a	feline-kitten	f	org tabby	newborn	227 W Lakeview Dr, Wewa
5/13/2011	3070b	feline-kitten	f	blk/wht	newborn	227 W Lakeview Dr, Wewa
5/13/2011	3070c	feline-kitten			newborn	227 W Lakeview Dr, Wewa
5/13/2011	3071	hound mix	f	tan/wht	2 yrs	Hwy 71 near gun club
5/16/2011	3072	bulldog mix	m	brnd/wht	1 +	984 Murphy St., Howard Creek
5/9/2011	3073a	feline-kitten			7 wks	522d 1st St-Bloomingtails Grooming
5/9/2011	3073b	feline-kitten			7 wks	522d 1st St-Bloomingtails Grooming

Bite  
case

5/9/2011	3073c	feline-kitten			7 wks	522d 1st St-Bloomingtails Grooming
5/9/2011	3073d	feline-kitten			7 wks	522d 1st St-Bloomingtails Grooming
5/13/2011	3074	feline	f	mulit	3 wks	2101 6th St., PSJ
5/12/2011	3075	Choc. Lab	M	Choc.	4 Months	377 Dolphin St. Highland View
5/17/2011	3076	yorkshire terrier	f	stnd	old	150 Palm St., Red Bull Island
5/17/2011	3077	bulldog mix	m	brindle	1 yr	802 Jones Homestead
5/17/2011	3078	lab/bulldog mx	m	black	1 yr	2239 Lake Grove Rd., Wewa
5/16/2011	3079	feline-kitten	f	gray tabby	6 wks	found in town
5/2/2011	3080	feline	f	blk/whit	yng adult	Jones Homestead
5/10/2011	3081	lab	m	black	1 yr	1902 Cypress, PSJ
5/10/2011	3082	feline	m	gray tabby	2 yrs	Highland View Bridge
5/14/2011	3083	feline	m	gray tabby	10 mos	3417 Hwy 386
5/13/2011	3084	bulldog mix	m	blk/whit	4.5 yrs	450 E Creek View Dr, Wewa
5/18/2011	3085	bulldog	f	white	10 mos	1004 Old Dairy Farm Rd., Wewa
5/18/2011	3086	bulldog	m	whit/blk	10 wks	2621 Oak Grove
5/19/2011	3087	lab	f	yellow	6 mos	343 Forehead Rd, Honeyville
5/19/2011	3088	blue pit	f	blue/wht	1 yr	264 E Orange St., Wewa
5/19/2011	3089	feline	f	blk/whit	4 wks	found near the marina- St Joe
5/20/2011	3090	bulldog	m	white	1 yr	310 W Lakeview Dr, Wewa
5/20/2011	3091	feline		Blk/wht		179 Ave D
5/23/2011	3092	bulldog	m	bridle/wht	1 yr	4052 Hwy 386, DalKeith
5/23/2011	3093	blueheeler x	m	blk specs	2 yrs	180 Woodmere, Honeyville
5/24/2011	3094	hound	f	tan/wht	2 yrs	Johnson Lane
5/19/2011	3095	feline	f	blk/wht	4 wks	4424 Wavecrest Lane
5/26/2011	3096a	lab mix	m	brindle	10 mos	Beacon Hill Beach
5/26/2011	3096b	lab mix	m	black	10 mos	Beacon Hill Beach
5/19/2011	3097a	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097b	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097c	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097d	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097e	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097f	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097g	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097i	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097j	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097k	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097l	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097m	lab mix	m/f	mulit	newborn	Ave D
5/19/2011	3097n	lab mix	m/f	mulit	newborn	Ave D
5/26/2011	3098	terrier	f	tan	old	243 Oak Ave, Wewa
5/26/2011	3099a	feline-kitten	f	mulit	baby	179 Ave D
5/26/2011	3099b	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3099c	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3099d	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3099f	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3099g	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3099h	feline	m/f	mulit	adult	179 Ave D

5/26/2011	3099i	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3099j	feline	m/f	mulit	adult	179 Ave D
5/26/2011	3100a	feline-kitten	m/f	black	baby	anonymous
5/26/2011	3100b	feline- kitten	m/f	black	baby	anonymous
5/26/2011	3101	mixed	m	bl/tan	1 +	179 Ave D
5/27/2011	3102	cattle dog	f	red spec	5+ yrs	287 W Lakeview, Stonemill Crk
5/29/2011	3103a	feline-kittens	m/f	multi	baby	286 Bryan Setterrich Rd, Wewa
5/29/2011	3103b	feline-kittens	m/f	multi	baby	286 Bryan Setterrich Rd, Wewa
5/29/2011	3103c	feline-kittens	m/f	multi	baby	286 Bryan Setterrich Rd, Wewa
5/29/2011	3103d	feline-kittens	m/f	multi	baby	286 Bryan Setterrich Rd, Wewa
5/27/2011	3104a	shep/wolf hybrid	f	tan	adult	Oak Grove
5/27/2011	3104b	shep/catahoola x	f	tan	12 wks	Oak Grove
5/27/2011	3104c	shep/catahoola x	m	tan	12 wks	Oak Grove
5/27/2011	3104d	shep/catahoola x	m	spec blue	12 wks	Oak Grove
5/27/2011	3104e	shep/catahoola x	m	spec blue	12 wks	Oak Grove

**RESP INTAKE NOTES**

CO Running in traffic  
 PSJ very old-bad shape-skin/health issues  
 PSJ 2 siblings- stray- very bad skin condition  
 PSJ 2 siblings- stray- very bad skin condition  
 CO wht feet- very tiny- stray  
 Wewa 2 siblings  
 Wewa 2 siblings  
 CO bad skin- very timid  
 Wewa stray- has a bad eye & skin issues  
 Wewa stray  
 Wewa left in ACO dog box - 2 siblings  
 Wewa left in ACO dog box- 2 siblings  
 CO Darlene C. owner- prior warnings- collar & tags  
 CO Darlene C. owner- prior warnings- w/weimerian  
 PSJ came in w/ dog- owner came in signed surrender  
 PSJ came in w/pig  
 CO mom ran over- 2 kittens  
 CO mom ran over- 2 kittens  
 CO stray- has stub/crop tail- came in w/Holly  
 CO stray-pointed ears- came in w/Jersey  
 CO BITE CASE- 1 of 4  
 CO BITE CASE- big /pregnant- 2 of 4  
 CO BITE CASE- 3 of 4  
 CO BITE CASE- 4 of 4  
 CO taped in small box left in ditch- 9 pups  
 CO 2 of 9  
 CO 3 of 9  
 CO 4 of 9  
 CO 5 of 9  
 CO 6 of 9  
 CO 7 of 9  
 CO 8 of 9  
 CO 9 of 9  
 PSJ stray w/ other dogs  
 PSJ blue collar- wother strays  
 PSJ injured right front paw  
 CO stray  
 CO no mother- 1 of 3  
 CO 2 of 3  
 CO 3 of 3  
 CO w/ doberman x (blk) but ran off  
 CO had thick blk hunting collar  
 PSJ found by Cindy White- 1 of 4  
 PSJ 2 of 4

PSJ 3 of 4  
 PSJ 4 of 4  
 PSJ found by Laura Ramsey  
 PSJ  
 CO stray-sick/bad shape  
 CO stray  
 CO stray  
 PSJ stray- brought in Connie Lamb/AHPSJ  
 CO trapped Mark Cathron residence  
 PSJ Jeremy Hart found in his yard w/ his female  
 PSJ Deputy Dickey brought in  
 CO caught in trap  
 CO Krista Everette found & brought in  
 CO stray-skin problems  
 PSJ Found & brought in Adam List  
 CO stray  
 Wewa stray  
 PSJ Alice Eubanks found & brought in  
 CO black eye patch-stray  
 PSJ  
 CO stray  
 CO stray  
 WEWA stray  
 PSJ Alice Eubanks found at the Port  
 CO stray  
 CO stray  
 PSJ 1 of 13 puppies- mother is bite case  
 PSJ 2 of 13  
 PSJ 3 of 13  
 PSJ 4 of 13  
 PSJ 5 of 13  
 PSJ 6 of 13  
 PSJ 7 of 13  
 PSJ 8 of 13  
 PSJ 9 of 13  
 PSJ 10 of 13  
 PSJ 11 of 13  
 PSJ 12 of 13  
 PSJ 13 of 13  
 WEWA Wendy Summer found & brought in  
 PSJ 1 of 8 cats & 1 kitten- total 9  
 PSJ 1 of 8 cats  
 PSJ 2 of 8  
 PSJ 3 of 8  
 PSJ 4 of 8  
 PSJ 5 of 8  
 PSJ 6 of 8

PSJ 7 of 8  
PSJ 8 of 8  
PSJ left at shelter in a box- 1 kitten doa  
PSJ left at shelter in a box  
PSJ stray  
CO stray  
CO found in barn by Ginger Goddin  
CO 2 of 4  
CO 3 of 4  
CO 4 of 4  
PSJ seized by ACO per condition of puppies  
PSJ puppy 1 of 4  
PSJ 2 of 4  
PSJ 3 of 4  
PSJ 4 of 4



# GULF COUNTY EMERGENCY MANAGEMENT

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

Commissioners

## INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall Nelson*

DATE: MAY 11, 2011

SUBJECT: **REQUEST FOR PAYMENT**  
Hurricane Ivan, FEMA 1551-DR-FL  
Contract No.: 05-PA-G=02-33-00-552  
P.A. ID No.: 045-99045-00  
Gulf County

Attached are two Public Assistance "Request for Payment" from the Florida Department of Community Affairs in the amounts of \$14,381.84 (FEMA) and \$550.98 (State of Florida). This request is a result of overpayment for work completed during Hurricane Ivan in 2005.

By this memo we are requesting board approval to reimburse the State of Florida a total of \$14,932.82. Payment will be made from the Emergency Management Preparedness Assistance (EMPA) Grant, Contract #11-BG-55-02-33-01-142.

Please send a copy of the "PA Request for Payment's" with the check and make PW# notation in the notes section of the check. Make check payable to "The State of Florida" and submit to the following address.

**Florida Recovery Office**  
Attention: State Public Assistance Officer  
36 Skyline Drive  
Lake Mary, Florida 32746

2011 JUN -8 11:11:29

As always, if you have any questions or need additional information do not hesitate to give me a call.

Attachments

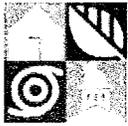
**BCC APPROVED**

Cc: Don Butler

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

ACCT. # \_\_\_\_\_

6/14/11 LL



Hurricane Ivan

Initial Payment: N **126**  
Payment #: 15

**DEPARTMENT OF COMMUNITY AFFAIRS  
PA REQUEST FOR PAYMENT**

Applicant ID: 045-99045-00

Originating Division: Emergency Management

Make Warrant Payable To: Gulf County

Mailing Address: 1000 Cecil G. Costin Sr. Boulevard  
Port St. Joe, FL 32456

Contract No: 05-PA-G=-02-33-00-552

**Warrant Amount: -\$14,381.84**

TR: ENC #: LINE #:

*For Consultant Contracts*

\* ORG Level: 526010 04 \* EO: 98 OBJ Code:

Hand Written Entries:

Final Payment Indicator:

Date Invoice Recvd: \_\_\_\_\_

CF: Description:

Date Good/Svcs Recvd: \_\_\_\_\_

**Amount:**

Date Good/Svcs Insp: \_\_\_\_\_

SAMAS Acct #:

FEID #: 59-6000627

Voucher No:

Line No.:

Ben Obj:

Ben Cat:

\* Grant No: WF067

Contract No.: 05-PA-G=-02-33-00-552

FID: 2-750001 / 101031

By:

Renee Singh

Date:

Oct 8, 2010  
8:27 PM

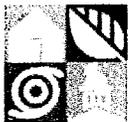
Trans Date: 000000

Applicant's Agent: Marshall Nelson

Mail Check:

Financial Specialist	Financial Specialist Supervisor	Program Manager	GAR Approval	Finance & Accounting
Renee Singh	Renee Singh			
Oct 8, 2010 8:27 PM Signature secured electronically through website authentication.	Oct 11, 2010 8:57 AM Signature secured electronically through website authentication.			

Voucher Date:	
Warrant No:	EFT No:
<b>OR</b>	
Warrant Date:	EFT Date:



DEPARTMENT OF COMMUNITY AFFAIRS  
 APPLICANT WORKSHEET

Hurricane Ivan

Originating Division Emergency Management

**APPLICANT**

Applicant Name	<u>Gulf County</u>	FIPS	<u>045-99045-00</u>
Mailing Address	<u>1000 Cecil G. Costin Sr. Boulevard</u>	FEIN	<u>59-6000627</u>
	<u>Port St. Joe, FL 32456</u>	Contract No	<u>05-PA-G=-02-33-00-552</u>
		Payment No	<u>13</u>
Primary Contact	<u>Marshall Nelson</u>		
Phone	<u>8502299110</u>		

**DISASTER**

Name \_\_\_\_\_  
 ORG Level 526010 04  
 Grant No WF067  
 EO 98  
 FID 2-750001  
 CAT 101031

**FINANCE & ACCOUNTING**

CF	_____	SAMAS Acct	_____
Voucher No	_____	Ben Obj	_____
Voucher Date	_____	Ben Cat	_____
Trans Date	<u>000000</u>	Warrant No	_____
Warrant Date	_____	ENC	_____
Method	_____		

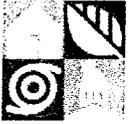
**WORKSHEET**

Share Type \_\_\_\_\_ F

Small Projects \_\_\_\_\_ \$0.00  
 Large Projects \_\_\_\_\_ -\$14,228.54  
 Administrative Cost \_\_\_\_\_ -\$153.30

**Actual Voucher Amount**                      \$ -\$14,381.84

Financial Specialist	Financial Specialist Supervisor	Program Manager	GAR Approval	Finance & Accounting
Renee Singh	Renee Singh			
Oct 8, 2010 8:27 PM Signature secured electronically through website authentication.	Oct 11, 2010 8:57 AM Signature secured electronically through website authentication.			



DEPARTMENT OF COMMUNITY AFFAIRS  
APPLICANT WORKSHEET

Hurricane Ivan

Applicant Name	<u>Gulf County</u>	FIPS	<u>045-99045-00</u>
Primary Contact	<u>Marshall Nelson</u>	FEIN	<u>59-6000627</u>
Phone	<u>8502299110</u>	Contract No	<u>05-PA-G=-02-33-00-552</u>
		Payment No	<u>13</u>

PW	Version	Category	Package	Share	DSR Type	Eligible Amount	Payment Amount
20		B	150	89.9900	L	\$846,722.86	-\$4,243.46
46		A	161	89.9900	L	\$150,571.07	-\$5,784.53
113		B	160	100.0000	L	\$58,731.96	-\$4,174.66
404		A	16	100.0000	S	\$32,911.61	-\$179.19
						<b>\$1,088,937.50</b>	<b>-\$14,381.84</b>

Comments

10/11/2010 - Invoice sent to applicant for negative balance on payment # 13  
Renee Singh (Oct 8, 2010 on 8:27 PM)



DEPARTMENT OF COMMUNITY AFFAIRS  
PA REQUEST FOR PAYMENT

Applicant ID: 045-99045-00

Originating Division: Emergency Management

Make Warrant Payable To: Gulf County

Mailing Address: 1000 Cecil G. Costin Sr. Boulevard  
Port St. Joe, FL 32456

Contract No: 05-PA-G=-02-33-00-552

Warrant Amount: **-\$550.98**

TR: ENC #: LINE #:

*For Consultant Contracts*

\* ORG Level: 52600308 \* EO: 99 OBJ Code:

Hand Written Entries:

Final Payment Indicator:

Date Invoice Recvd: \_\_\_\_\_

CF: Description:

Date Good/Svcs Recvd: \_\_\_\_\_

Amount:

Date Good/Svcs Insp: \_\_\_\_\_

SAMAS Acct #:

FEID #: 59-6000627

Voucher No:

Line No.:

Ben Obj:

Ben Cat:

\* Grant No: WS067

Contract No.: 05-PA-G=-02-33-00-552

FID: 2-339047 / 101031

By:

Renee Singh

Date:

Oct 8, 2010  
8:27 PM

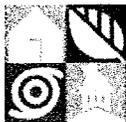
Trans Date: 000000

Applicant's Agent: Marshall Nelson

Mail Check:

Financial Specialist	Financial Specialist Supervisor	Program Manager	GAR Approval	Finance & Accounting
Renee Singh	Renee Singh			
Oct 8, 2010 8:27 PM Signature secured electronically through website authentication.	Oct 11, 2010 8:57 AM Signature secured electronically through website authentication.			

Voucher Date:	
Warrant No:	EFT No:
<b>OR</b>	
Warrant Date:	EFT Date:



DEPARTMENT OF COMMUNITY AFFAIRS  
 APPLICANT WORKSHEET

Hurricane Ivan

Originating Division Emergency Management

**APPLICANT**

Applicant Name	<u>Gulf County</u>	FIPS	<u>045-99045-00</u>
Mailing Address	<u>1000 Cecil G. Costin Sr. Boulevard</u>	FEIN	<u>59-6000627</u>
	<u>Port St. Joe, FL 32456</u>	Contract No	<u>05-PA-G=-02-33-00-552</u>
		Payment No	<u>13</u>
Primary Contact	<u>Marshall Nelson</u>		
Phone	<u>8502299110</u>		

**DISASTER**

Name \_\_\_\_\_  
 ORG Level 52600308  
 Grant No WS067  
 EO 99  
 FID 2-339047  
 CAT 101031

**FINANCE & ACCOUNTING**

CF	_____	SAMAS Acct	_____
Voucher No	_____	Ben Obj	_____
Voucher Date	_____	Ben Cat	_____
Trans Date	<u>000000</u>	Warrant No	_____
Warrant Date	_____	ENC	_____
Method	_____		

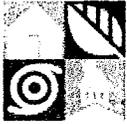
**WORKSHEET**

Share Type \_\_\_\_\_ S

Small Projects \_\_\_\_\_ \$0.00  
 Large Projects \_\_\_\_\_ -\$550.98  
 Administrative Cost \_\_\_\_\_ \$0.00

**Actual Voucher Amount**                      \$           -\$550.98

Financial Specialist	Financial Specialist Supervisor	Program Manager	GAR Approval	Finance & Accounting
Renee Singh	Renee Singh			
Oct 8, 2010 8:27 PM Signature secured electronically through website authentication.	Oct 11, 2010 8:57 AM Signature secured electronically through website authentication.			



**DEPARTMENT OF COMMUNITY AFFAIRS  
APPLICANT WORKSHEET**

**Hurricane Ivan**

Applicant Name	<u>Gulf County</u>	FIPS	<u>045-99045-00</u>
Primary Contact	<u>Marshall Nelson</u>	FEIN	<u>59-6000627</u>
Phone	<u>8502299110</u>	Contract No	<u>05-PA-G=-02-33-00-552</u>
		Payment No	<u>13</u>

PW	Version	Category	Package	Share	DSR Type	Eligible Amount	Payment Amount
20		B	150	89.9900	L	\$846,722.86	-\$233.15
46		A	161	89.9900	L	\$150,571.07	-\$317.83
113		B	160	100.0000	L	\$58,731.96	\$0.00
404		A	16	100.0000	S	\$32,911.61	\$0.00
						<b>\$1,088,937.50</b>	<b>-\$550.98</b>

Comments

10/11/2010 - Invoice sent to applicant for negative balance on payment # 13  
Rence Singh (Oct 8, 2010 on 8:27 PM)

## Gulf County Beaches Volunteer Fire Department

7912 Alabama Avenue • Port St. Joe, Florida 32456  
E-Mail: [gulfbeaches@gtcom.net](mailto:gulfbeaches@gtcom.net)

Phone/Fax (850) 647-8452

# Memorandum

**To:** Board of County Commissioners  
**From:** David Richardson, Fire Chief  
**CC:** County Attorney, Don Butler  
**Date:** May 31, 2011  
**Subject:** Emergency Purchase

2011 JUN -8 11:30

On May 26, 2011, the Beaches water rescue unit was dispatched to assist two kayaks that appeared to be in trouble in open water along the ship channel. In responding, the department had several operational response issues that surfaced and will take trial and error to solve the issues related to the sandy beach and surf. Once the unit was in the water and in motion, the power efficiency of the unit was an embarrassment. Of all the operational issue that surfaced, the inefficiency of the drive power was most troubling and cannot be solved by trial and error.

In purchasing the water rescue, there was a lot of discussion towards unit the department went with the dealer, who specialized in rescue units, recommendation for a jet drive unit instead of a prop driven unit. The jet unit was primarily chosen for safety reasons as most of the rescues would be swimming and not boating. Fortunately, the two incidents evolving the water unit were not immediately life or death situations, but that is not an outcome we can rely on every time. It was the second response that the power loss from the motor head to the jet pump became truly unacceptable, therefore, the responding personnel and command staff determined an immediate solution was needed before tragedy struck. With a scenario for disaster looming over the department, that very day we contacted a local authorized Yamaha dealer to rectify the power issue as an emergency repair. We wanted to stay with Yamaha as means to control cost on such items as control cables, etc. Our issue was not with Yamaha, it was a thrust power design issue.

Having the funds to make the emergency repair, we contacted the BOCC Chairman and tried to make contact with the County Attorney immediately upon our discussion with the local dealer. Later that day, we were able to inform the County Attorney on the emergency action. The desired goal was to trade in or upgrade the jet unit for a prop unit. The unit was back in-service by Memorial Day with the initial performance testing of the prop unit indicates the thrust power efficiency has doubled.

The department is requesting the BOCC to approve the emergency repair expense of \$6,972.95 as necessary and justifiable in order for the department to continue to provide an acceptable level of public safety service.

Sincerely,  
Gulf County Beaches VFD

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

CONSENT **132**  
DATE: 6/14/11 LL



Waste Management of Panama City (Argus)  
 Hauling  
 6319 E Hwy 22  
 Panama City, FL 32404-9539  
 Office: 800-273-9757  
 Fax: 850-874-1029

June 7, 2011

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

RE: Annual Contractual Increase

Dear Mr. Butler,

Language in our contract with Gulf County states in part that, "Waste Management may petition the county to adjust Waste Management's rates based upon unusual and unanticipated increases in the cost of doing business..." In addition, the contract states that during the third to fifth year of contract, an annual increase of 100% of the consumer price index will be authorized. Based on the contract language we respectfully request the following rate increase effective July 1, 2011.

1. Residential Increase

- a. Disposal \$0.13 per home, per month (based on a disposal increase of \$1.27 per ton)
- b. CPI \$0.26 per home, per month (based on 1.58% CPI)
- c. **Total Increase \$0.39 per home, per month**

Old rate of \$16.74 per month (current service of once week, curbside service)

New rate \$17.13 per month (current service of once week, curbside service)

2. Commercial Increase

- a. Disposal \$0.05 per loose cubic yard (based on a disposal increase of \$1.27 per ton)
- b. CPI \$0.09 per loose cubic yard (based on 1.58% CPI)
- c. **Total Increase \$0.14 per cubic yard**

Old rate of \$5.90 per loose cubic yard.

New rate of \$6.04 per loose cubic yard.

Waste Management continues to provide the caliber of service that Gulf County expects and citizens deserve. We are committed to maintain the partnership, that we have established over the past several years. We appreciate the opportunity to service the citizens of Gulf County and look forward to building on that relationship.

Sincerely,

**BCC APPROVED**

DATE \_\_\_\_\_ D.C. \_\_\_\_\_

Richard W. Payne  
 Senior District Manager  
 Waste Management of Panama City

2011 JUN -9 AM 11:31

CONSENT **133**  
 DATE: 6/14/11 LL

**RESOLUTION NO. 2011-****A RESOLUTION OF THE GULF COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE CHAIRMAN OF THE BOARD TO ENTER INTO A S.C.O.P. JOINT PARTICIPATION AGREEMENT (J.P.A.) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Small County Outreach Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads; and

**WHEREAS**, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 224.044, Florida Statutes, to enter into an Agreement with Gulf County; and

**WHEREAS**, Gulf County has certified to F.D.O.T. that eligibility requirements have been met of said Section 339.2818, Florida Statutes; and

**WHEREAS**, FDOT is willing to provide Gulf County with financial assistance under Financial Management Number 429975-1-58-01 for costs directly related to **widening and resurfacing of C.R. 30-A from east of Money Bayou Bridge to Gulf Pines Drive**, hereinafter referred to as the "**PROJECT**";

**NOW, THEREFORE, BE IT RESOLVED** by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the widening and resurfacing of C.R. 30-A from east of Money Bayou Bridge to Gulf Pines Drive.

**ADOPTED** this \_\_\_\_ day of June, 2011.

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

**ATTEST:**

\_\_\_\_\_  
**WARREN J. YEARGER, JR.  
CHAIRMAN**

\_\_\_\_\_  
**CLERK / DEPUTY CLERK**

CONSENT  
DATE: 6/14/11 134

Catalog of State Financial Assistance No. 55.009  
 Financial Project No.: 429975-1-58-01  
 COUNTY: Gulf

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Agreement is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Gulf County, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, "F.S.," to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created by Section 339.2818, F.S., to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, F.S.; and

WHEREAS, the DEPARTMENT shall reimburse the COUNTY for direct costs under Financial Management Number **429975-1-58-01** for costs directly related to **widening and resurfacing of CR 30A, from east of Money Bayou Bridge to Gulf Pines Drive**, hereinafter referred to as the "PROJECT"; and

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

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

**1-SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: **widening and resurfacing of CR 30A, from east of Money Bayou Bridge to Gulf Pines Drive**. The scope of work for the PROJECT is set forth in Exhibit A, which is attached hereto and made a part of this Agreement.

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

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

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

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

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

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Attn: Regina Battles Florida Department of Transportation	
P. O. Box 607	
Chipley, FL 32428	

**2-TERM**

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- a) Design to be completed on or before – **January 31, 2012.**
- b) Construction contract to be let on or before – **March 31, 2012.**
- c) Construction to be completed on or before – **December 31, 2012.**

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

**3-COMPENSATION AND PAYMENT**

A. The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT. The parties agree that the DEPARTMENT’s maximum participation is: Six hundred ninety three thousand five hundred fifty and 00/100 dollars (\$693,550.00) and all remaining costs of the project will be borne by the COUNTY.

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

- monthly, or

- quarterly, or

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

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

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

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

B. Payment shall be made only after receipt and approval of goods and services. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

C. Invoices must be based on quantifiable units of deliverables as specified in Exhibit A. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed as based on the criteria for evaluating successful completion as specified in paragraph 1.B has been met.

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

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

F. Travel costs will not be reimbursed.

G. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

H. If a warrant in payment of an invoice is not issued within forty (40) days after the invoice is received and the goods or services are received, inspected and approved, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (\$1.00) dollar

will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

I. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the PROJECT.

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

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

L. In the event this contract for services is in excess of \$25,000, and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

“The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

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

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

O. The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all PROJECT services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

#### 4-INDEMNITY AND INSURANCE

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

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

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

B. LIABILITY INSURANCE. The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with Section 7-13 of the current version of the DEPARTMENT's Standard Specifications for Road and Bridge Construction.

C. **WORKERS' COMPENSATION.** The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

## **5-COMPLIANCE WITH LAWS**

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

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

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

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

## **6-TERMINATION AND DEFAULT**

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

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

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

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

## 7-MISCELLANEOUS

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

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

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

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

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

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

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

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

I. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

J. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- i) All persons employed by the COUNTY during the term of the Contract to perform employment duties within Florida; and
- ii) All persons, including subcontractors, assigned by the COUNTY to perform work pursuant to the contract with the DEPARTMENT.

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

## **MONITORING**

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

## **AUDITS**

### **PART I: FEDERALLY FUNDED**

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

1. 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 indicates Federal resources awarded through the DEPARTMENT 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 DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. 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. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## **PART III: OTHER AUDIT REQUIREMENTS**

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

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

#### **PART IV: REPORT SUBMISSION**

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

- A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

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

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

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

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

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

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

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

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

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

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

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

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number \_\_\_\_\_ of the Board on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, on the date set forth below.

.....

**GULF COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

Legal Review:  
\_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
James T. Barfield, P.E.  
DISTRICT THREE SECRETARY

DATE: \_\_\_\_\_

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

Availability of Funds Approval:  
\_\_\_\_\_  
(Date)

EXHIBIT – 1

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**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. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.009 Small County Outreach Program	\$693,550.00

Compliance Requirements

- 1.
- 2.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.

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.

Catalog of State Financial Assistance No. 55.009  
 Financial Project No.: 429975-1-58-01  
 COUNTY: Gulf

EXHIBIT A  
 SCOPE OF SERVICES

CR-30A FROM GULF PINE DRIVE TO LF EAST OF MONEY BAYOU BRIDGE - GULF  
 COUNTY, FL  
 ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS  
 PREBLE-RISH PROJECT NO. 3.000  
 1.5' WIDENING (12' LANES) & NO PAVED SHOULDER

Item	Description	Qty.	Unit	Unit Price	Total
<b>GENERAL</b>					
1	MOBILIZATION (5% OF BID MAX)	1	LS	\$33,709.95	\$33,709.95
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS	\$13,483.98	\$13,483.98
3	MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	\$25,000.00
4	NPDES PERMIT	1	LS	\$2,500.00	\$2,500.00
SUBTOTAL					\$74,693.93
<b>ROAD CONSTRUCTION</b>					
5	CLEAR & GRUB INCLUDING DEMOLITION	1	LS	\$13,564.36	\$13,564.36
6	TYPE SP 9.5 ASPHALT	4,025	TON	\$100.00	\$402,500.00
7	TACK	2,507	GAL	\$3.50	\$8,774.50
8	OPTIONAL BASE GROUP 6	4,178	SY	\$12.00	\$50,136.00
9	REWORK SHOULDERS	12,533	SY	\$1.00	\$12,533.00
10	EXCAVATION BORROW	1,760	CY	\$10.00	\$17,600.00
11	ASPHALT MILLING (3")	444	SY	\$20.00	\$8,880.00
12	RELOCATE SIGNS PER FDOT INDEX 11860	25	EA	\$200.00	\$5,000.00
13	RELOCATE MAILBOXES PER FDOT INDEX 532	60	EA	\$200.00	\$12,000.00
14	TEMPORARY STRIPING (PAINT)	37,600	LF	\$0.50	\$18,800.00
15	6" THERMOPLASTIC SOLID WHITE EDGE STRIPE	18,800	LF	\$0.70	\$13,160.00
16	6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	18,800	LF	\$0.70	\$13,160.00
17	REFLECTIVE PAVEMENT MARKERS	627	EA	\$5.00	\$3,135.00
18	VALVE ADJUSTMENT	3	EA	\$750.00	\$2,250.00
19	CONCRETE HEADWALL CONSTRUCTION	14	CY	\$900.00	\$12,582.00
20	18" PIPE EXTENSION	16	LF	\$65.00	\$1,040.00
21	24" PIPE EXTENSION	24	LF	\$95.00	\$2,280.00
22	SOD	5,412	SY	\$3.50	\$18,942.00
23	SEED AND MULCH	16,711	SY	\$0.65	\$10,862.15
24	SILT FENCE	18,800	LF	\$2.50	\$47,000.00
SUBTOTAL					\$674,199.01
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					\$748,892.94
ENGINEERING @ 8.75%					\$65,528.13
CEI @ 4.73%					\$35,422.64
CONTINGENCIES @ 10%					\$74,889.29
<b>CR-30A TOTAL ESTIMATE</b>					\$924,733.00

**GULF COUNTY CDBG-DREF  
CITIZENS ADVISORY TASK FORCE MEETING  
PUBLIC NOTICE**

Gulf County has been allocated \$859,541.61 by the Department of Community Affairs through the Community Development Block Grant – Disaster Recovery Enhancement Fund (CDBG-DREF) program.

The County is interested in soliciting comments from all municipalities within the incorporated, as well as unincorporated area, of the County on needs (concerning potential projects related to the 2008 storm season) to be considered by the Citizen's Advisory Task Force for inclusion in the County's CDBG-DREF application. All comments will need to be submitted in writing to Towan Kopinsky, Grant Coordinator, no later than 2:00 PM, ET, on Thursday, June 9, 2011. Comments may be mailed or hand-delivered to Towan Kopinsky, Grant Coordinator, at the Robert M. Moore Administration Building, 1000 Cecil G. Costin, Sr. Blvd., Room #309, Port St. Joe, FL 32456.

The Gulf County Citizens Advisory Task Force will hold a public meeting to discuss and prioritize all identified needs on Tuesday, June 14, 2011, at 5:00 PM, ET, in Room #307 of the Robert M. Moore Administration Building, 1000 Cecil G. Costin, Sr. Blvd., Port St. Joe, FL 32456. For information concerning the public meeting contact Towan Kopinsky, Grant Coordinator, 1000 Cecil G. Costin, Sr. Blvd., Room #309, Port St. Joe, FL 32456, or by phone at (850) 229-6111. The public is invited and encouraged to attend this meeting. The Citizen's Advisory Task Force's recommendation will be presented to the Gulf County Board of County Commissioners during the regularly scheduled County Commission meeting on June 14, 2011, for projects to be included in the County's CDBG-DREF application.

This public meeting is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact Towan Kopinsky at least five calendar days prior to the meeting and an interpreter will be provided. Any non-English speaking person wishing to attend the public meeting should contact Towan Kopinsky at least five calendar days prior to the meeting and a language interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD) please call (800) 955-8771. Any handicapped person requiring special accommodation at this meeting should contact Towan Kopinsky at least five calendar days prior to the meeting.

**EQUAL OPPORTUNITY EMPLOYMENT, HANDICAP ACCESSIBLE AND FAIR HOUSING JURISDICTION.**

Advertise: June 3, 2011 – The News Herald  
Legal Ad

Invoice: Gulf County Board of County Commissioners  
Ad# 2011-28

**GULF COUNTY  
FIRST PUBLIC HEARING NOTICE**

Gulf County is considering applying to the Florida Department of Community Affairs (DCA) for a Small Cities Community Development Block Grant (CDBG) of up to \$700,000. These funds must be used for one of the following purposes:

1. To benefit low and moderate income persons; or
2. To aid in the prevention or elimination of slums or blight; or
3. To meet other community development needs of recent origin having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.

The categories of activities for which these funds may be used are in the areas of housing, neighborhood revitalization, commercial revitalization, or economic development and include such improvement activities as acquisition of real property, loans to private-for-profit business, purchase of machinery and equipment, construction of infrastructure, rehabilitation of houses and commercial buildings, and energy conservation. Additional information regarding the range of activities that may be undertaken will be provided at the public hearing.

For each activity that is proposed, at least 51% of the funds must benefit low and moderate income persons.

In developing an application for submission to DCA, Gulf County must plan to minimize displacement of persons as a result of planned CDBG activities. In addition, Gulf County is required to develop a plan to assist displaced persons.

The public hearing to receive citizen views concerning the County's economic and community development needs will be held in the Gulf County BOCC Chambers, Robert M. Moore Administration Building, 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, FL, on Tuesday June 14, 2011, at 6:00 P.M. EST. For information concerning the public hearing contact Towan Kopinsky, Grant Coordinator, 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, FL 32456, (850) 229-6144.

The public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact Towan Kopinsky at least five calendar days prior to the meeting and an interpreter will be provided. Any non-English speaking person wishing to attend the public hearing should contact Towan Kopinsky at least five calendar days prior to the meeting and a language interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD) please call (800) 955-8771. Any handicapped person requiring special accommodation at this meeting should contact Towan Kopinsky at least five calendar days prior to the meeting.

A Fair Housing Workshop will be conducted immediately after the public hearing on the same date and at the same location.

**EQUAL OPPORTUNITY EMPLOYMENT, HANDICAP ACCESSIBLE AND FAIR HOUSING JURISDICTION.**

Advertise: June 2, 2011

Legal Ad

Invoice: Gulf County Board of County Commissioners

Ad# 2011-26