

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

<u>AGENDA</u>	<u>OCTOBER 27, 2015</u>	<u>TIME / PAGE NO.</u>
1. Meeting Called to Order		9:00 a.m.
2. Consent Agenda		1-199
3. County Staff Business		
4. Board Business		
5. Quasi-Judicial Hearings – Review & Consideration of P.D.R.B. Recommendations of the Following Applications		200-206
- Ordinance – Small Scale Map Amendment - Carmen McLemore * Parcel ID #01045-050R * Gulf County		
- Variance – Ellis Caudle Smith, Jr. * Parcel ID #03806-082R * Section 31, Township 6 South, Range 11 West * St. Joe Beach (Beacon Hill) * Gulfside Highway 98 * Roadside Building Setback Variance Request		
6. John Hanlon – Supervisor of Elections (see pages 22-23 of information packet)		
- Polling Equipment Funding		
7. Allen Steadham		
- Union Impasse – Shop Coordinator		
8. Amy Datz		
- Oil & Gas Fracturing		
9. Gabe Landry		
- Healthy Food Access		
10. Ben & Randy Pridgeon		
- Beach Sidewalk		
11. 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

October 27, 2015

1. Minutes – September 22, 2015 – Regular Meeting . . . . . 1-16
  - September 22, 2015 – Final Budget Hearing . . . . . 17-23
  - September 29, 2015 – Special Meeting . . . . . 24
  
2. Approval of Checks and Warrants for September, 2015 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S. . . . . 25-33
  
3. Advertisement – Proposed MSTU Resolutions for Bond Referendum . . . . . 34-36
  
4. Agreement – American Fidelity Assurance Company (Section 125 Plan) . . . . . 37-71
  - Disasters, Strategies, & Ideas Group, LLC/DSI Group, LLC (2015 Emergency Management Training \* Bid #1415-32) . . . . . 72-87
  - Mediacom (Data Service \* Sole Source) . . . . . 88-94
  - Medical Examiner Office (Amended Interlocal \* Medical Examiner Services) . . . . . 95-97
  - Roberts & Roberts, Inc. (2015 CR 30A & CR 30B Road Paving Project \* Bid #1415-19) . . . . . 98-115
  - FL D.O.T. (License to Occupy & Use \* Parcel ID #03779-000R) . . . . . 116-117
  
5. Bid – Award #1415-32 \* 2015 Emergency Management Training (Disasters, Strategies, and Ideas Group, LLC (DSI Group, LLC) \* not to exceed \$16,000.00). . . . . 118-119
  - Reject #1415-33 \* Gulf County Public Works Inventory . . . . . 120
  
6. Change Order – Outpost Design (#6 \* EDC Website \* Bid #1213-19 \* decreased by \$307.50) . . . . . 121
  
7. Grant – FL D.O.T. (Small County Road Assistance/S.C.R.A.P. \* Atlantic Street) . . . . . 122-134
  - FL D.O.T. (Small County Outreach Program/S.C.O.P. \* County Road 5) . . . . . 135-152
  - FL D.O.T. (County Incentive Grant Program/C.I.G.P. \* Old Bay City Road) . . . . . 153-169
  
8. Inventory – E9-1-1 Department (Asset Transfer \* #95-18 \* ECS 1000 911 Router) . . . . . 170-171

	– Gulf Co Health Dept (Asset Purchase * Mammogram Machine & Equipment * Serial Number 29406116811 * Asset Transfer To Sacred Heart Hospital * Mammogram Machine * Serial Number 29406116811)	172-180
9.	Policy – E.D.C. Amendment to Guidelines, Policy, & Application	181
10.	Price Quote, Order Form & Work Order – Excellance, Inc. (Ambulance * \$139,559.39 * State contract)	182
11.	Resolution – Joint Participation Agreement with D.O.T. (Placement of Sand on SR 30E Cape San Blas Road)	183
	– Unanticipated Revenue (General Fund, EMS Grant Fund, W911 Fund, BP & RESTORE Act Fund, & TDC Fund).	184-185
	– Supporting Any All Efforts to Amend Current Regulations Set Forth in the FL Administrative Code Enforcing the Restrictions & Overregulation of the use of Purse Seine Net Fishing for Non-food Fish Bait Fishing by the Gulf County Commercial Fishing Industry	186-187
	– Proclamation (November Pancreatic Cancer Awareness Month)	188-189
	– Joint Participation Agreement with FL D.O.T. (S.C.R.A.P. Grant * Resurfacing of Atlantic Street)	190
	– Joint Participation Agreement with FL D.O.T. (S.C.O.P. Grant * Widen & Resurfacing of County Road 5)	191
	– Joint Participation Agreement with FL D.O.T. (C.I.G.P. Grant * Resurfacing of Old Bay City Road)	192
	– License Agreement with FL D.O.T. (Construct or Improve State Road 30/U.S. 98)	193-194
12.	Request for Funds – Gulf County Sheriff’s Office (Beach Patrol Funds * August, 2015 * \$4,252.29)	195
13.	S.H.I.P. – Rehabilitation Project for Lester Hand (Award Low Quote * Raymond A. Driesbach, LLC * \$10,595.00)	196-199

**SEPTEMBER 22, 2015**

**PORT ST. JOE, FLORIDA**

**REGULAR MEETING**

The Gulf County Board of County Commissioners met this date in regular session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, Commissioners Joanna Bryan and Sandy Quinn, Jr. <District V seat vacant, awaiting Governor's appointment>.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Director of Finance and Management Rhonda Woodward, Clerk Budget & Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Kari Summers, Building Official George Knight, Central Services Director Lynn Lanier, Gulf County E.D.C. Director Chris Holley, Gulf County E.D.C. Assistant Director Michelle Childs, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, Fire Coordinator Brad Price, County Planner Brett Lowry, Public Works & Mosquito Control Director Mark Cothran, Assistant Public Works Director Lee Collinsworth, Gulf County RESTORE Act Coordinator Warren Yeager, Jr., Sheriff Mike Harrison, Solid Waste Director Joe Danford, T.D.C. Executive Director Jennifer Jenkins, T.D.C. Deputy Director Towan Kopinsky, and Veterans' Service Officer & S.H.I.P. Administrator Joe Paul.

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

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

**CONSENT AGENDA / INFORMATION PACKET**

Chairman McDaniel called for public comment. There being no public comment, Clerk Budget & Finance Officer Herring requested that the proposed resolution within the Consent Agenda (Item #16 \* Page 226-227) be replaced with the revision that was presented today. Commissioner Bryan requested that Pages 47-49 (Item #4 \* Alleyway/Roadway Abandonment Request) be pulled from the Consent Agenda. Commissioner McLemore motioned to approve the Consent Agenda and Information Packet with the revision to said resolution and pulling Pages 47-49. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0), as follows:

1. Minutes – August 25, 2015 – Regular Meeting
  - September 2, 2015 – Joint Workshop
  - September 2, 2015 – Workshop
  - September 9, 2015 – Budget Hearing

- 2. Approval of Checks and Warrants for August, 2015 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
- 3. Agreement – FL Dept. of Transportation (Joint Participation \* Placement of Sand on SR 30E Cape San Blass Road)
- \*\*DELETE\*\* 4. Abandonment – Alleyway/Roadway Request (John Varner \* 15' Alley \* NW Side of Cowries Street, Beacon Hill)
- 5. Bid Award – Bid #1415-28 \* Printing of the 2016 Visitor Guide (Solo Printing \* \$56,739.00)
  - Bid #1415-31 \* Brand Identity Exercise (No Luggage \* Negotiate, not to exceed \$50,000.00)
- 6. Billing Schedule – T.D.C. (Monthly Media \* FY 2015-16 \* not to exceed \$318,000.00)
  - T.D.C. (No Luggage \* FY 2015-16 \* not to exceed \$209,250.00)
- 7. Budget Amendment #10 – General Fund (Amend the FY2014-15 Budget for General Fund to repair White City Park & Boat Ramp \* \$4,800.00), as follows:

**BUDGET AMENDMENT #10**

Amend the FY2014-2015 Budget for General Fund to fund requested repairs to White City Park and Boat Ramp. The BOCC approved the transfer of funds allocated for District III Commissioner travel to be spent on repairs to the White City Park & Boat Ramp at the 8/25/15 regular meeting.

**General Fund**

	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>
<b>Board of County Commissioners:</b>			
21111-4000: Travel: District III	4,800	0	4,800
<b>Parks &amp; Recreation:</b>			
57072-46100 Repair & Maint: Bldg/Grds	14,000	4,800	0

This Budget Amendment duly approved and adopted by the Gulf County Board of County Commissioners at their regular meeting on the 22<sup>nd</sup> day of September, 2015.  
(End)

- 8. Contract – FL Dept. of Health in Gulf County (FY 2015-16 Core Contract & fee Schedule)
- 9. Inventory – Maintenance (Asset Disposal \* #25-190 \* Dell Laptop \* #25-164 \* Rheem Water Heater \* Serial Number 0602G03713)

- Public Works (Asset Disposal \* #70-654 \* Snapper Tiller \* Serial Number 31018883 \* #100-523 \* Howse Mower \* Serial Number 0416010528)
- 10. Plan – Gulf County RESTORE Act Multiyear Implementation (Comprehensive Community Needs Assessment)
  - Gulf County Multiyear Implementation (Selection Criteria)
- 11. Policy – E.D.C. Guidelines, Policy, & Application Procedure
  - Municipal Securities Post-Insurance Disclosure
  - Safeguarding Personal Identifiable Information
  - T.D.C. Revised Standard Operating Procedures
- 12. Purchase Request – Chief Administrator (Amend Permission to Purchase Vehicle off State Contract \* Piggy-back from Bid #1415-21 \* River Bend Ford)
- 13. Quote – Motorola Solutions (Gulf County Sheriff \* SOF Commodity Equipment \* State Contract 725-500-12-1 \* \$37,859.60)
- 14. Records Disposition – Gulf County Clerk (Various BOCC Records)
- 15. Report – S.H.I.P. (Annual Reports \* FY2012-13, FY2013-14, FY2014-15)
- 16. Resolution – General Fund, DRI/EAR Fund, Public Improvement Fund, MSTU Fund, Construction & Acquisition Fund, & Oak Grove Water System (FY2014-15), as follows:

**RESOLUTION NO. 2015-23**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, has unanticipated revenue affecting General Fund, DRI/EAR Fund, Public Improvement Fund, MSTU Fund, Construction & Acquisition Fund and Oak Grove Water System Fund; and

**WHEREAS**, said revenue adjustments are necessary for appropriations in Fiscal Year 2014-2015;

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

**GENERAL FUND**

<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
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**Revenue:**

00181-91000	Inter-fund Transfers In	44,195	1,156,097	1,200,292
00198-99000	Balance Brt. Forward Cash	4,440,089	70,300	4,370,089

**Expenditure:***Information Technology Department:*

278516-34000	Other Services	0	12,306	12,306
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*Reserves:*

99984-96000	Cash to be Carried Fwd	2,000,000	1,073,791	3,073,791
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**DRI/EAR FUND**

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
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**Revenue:**

20385-00000	Proceeds of Refunded Bond	0	49,271	49,271
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**Expenditure:**

203581-91000	Inter-fund Transfers Out	0	2,156,486	2,156,486
P9941-95000	Bond Reserve	1,003,500	(1,003,500)	0
P9941-96000	Cash to be Carried Fwd	1,627,539	(1,103,715)	523,824

**MSTU FUND**

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
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**Revenue:**

20498-99002	Balance Brt Fwd:Restricted	0	43,706	43,706
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**Expenditure:**

204581-91000	Inter-fund Transfers Out	0	43,706	43,706
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**CONSTRUCTION & ACQUISITION FUND**

	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
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**Revenue:**

302381-91000	Intr-fund Transfers In	0	1,152,486	1,152,486
30285-00000	Proceeds of Refunded Bond	0	4,178,320	4,178,320

**Expenditure:**

41441-63000	Infrastructure	0	5,000,000	330,806
47485-73000	Other Debt Service Cost	0	330,806	330,806

**OAK GROVE WATER SYSTEM FUND**

	<b>Original Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b>Revenue:</b>			
W7136-46200 Repair & Maint: Equip.	19,349	19,349	0
W7136-93000 Depreciation	6,736	6,736	0
401581-91000 Inter-fund Transfers Out	0	26,085	26,085

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners, this 22<sup>nd</sup> day of September, 2015.  
(End)

– 2015 Gulf County Comprehensive Emergency Management Plan , as follows:

**RESOLUTION NO. 2015-24**

**WHEREAS**, Gulf County is a political subdivision of the State of Florida; and

**WHEREAS**, Gulf County is susceptible to a number of natural and man made hazards that can impact large segments of the population and infrastructures; and

**WHEREAS**, the Gulf County Comprehensive Emergency Management Plan (CEMP) identifies all known hazards that can impact Gulf County; and

**WHEREAS**, the Gulf County Comprehensive Emergency Management Plan establishes the overarching guidance for Gulf County to prepare for, respond to, recover from and mitigate the impacts of such hazards; and

**WHEREAS**, Chapter 252 Florida Statutes, and Rule 27P-2, Florida Administrative Code establishes the requirement that every County have an approved Comprehensive Emergency Management Plan; and

**WHEREAS**, the Comprehensive Emergency Management Plan supports the management of disasters throughout the entire county; it is

**RESOLVED**, that the 2015 Gulf County Comprehensive Emergency Management Plan shall govern emergency operations in Gulf County and all such operations will be in accordance with the policies stated therein, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Gulf County Board of County Commissioners does hereby adopt, ratify, and confirm, this 22<sup>nd</sup> day of September 2015, the 2015 Gulf County Comprehensive Emergency Management Plan.  
(End)

- Support Federally Qualified Health Center Stakeholder Committee Recommendation, as follows:

**RESOLUTION NO. 2015-25**

**A RESOLUTION FO THE GULF COUNTY BOARD OF COUNTY COMMISSION, STATE OF FLORIDA, SUPPORTING THE RECOMMENDATIONS AND EVALUATION OF THE GULF COUNTY FEDERALLY QUALIFIED HEALTH CENTER (“FQHC”) COMMUNITY STAKEHOLDER COMMITTEE AND ITS FINDINGS AND UNANIMOUS SUPPORT FOR AN APPLICANT TO RECEIVE A HEALTH RESOURCES AND SERVICES ADMINISTRATION (“HRSA”) THREE YEAR GRANT TO PROVIDE PRIMARY CARE, DENTAL AND MENTAL HEALTH SERVICES IN GULF COUNTY.**

\*Complete Resolution on file with Clerk\*

(End)

17. Request for Funds – Gulf County Sheriff’s Office (Cost of Supplies \* Crime Prevention \* \$139.15)

18. Tax Collector – 2015 Tax Roll Extension

(End)

**MEETING – LEGISLATIVE DELEGATION**

Chief Administrator Butler reported that the Legislative Delegation Meeting will be held on Monday, September 28<sup>th</sup> at 5:00 p.m., E.T.

**COMMUNITY BUDGET INFORMATION REQUEST**

Chief Administrator Butler reported that he met with Port St. Joe City Manager regarding CBIR (Community Budget Information Request); discussing proposed projects to be submitted. Upon recommendation by Chief Administrator Butler, Commissioner McLemore motioned to submit three (3) projects to CBIR: Cape San Blas Sewer, Gulf Beaches Sewer (Beacon Hill), and South End Erosion Control Pilot Project. Commissioner Bryan seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion then passed unanimously (4-0).

**LETTER OF SUPPORT – CAPE SAN BLAS LIGHTHOUSE GRANT**

Chief Administration Butler reported that the City of Port St. Joe is applying for a grant for the Cape San Blas Lighthouse and will need to obtain the Chairman’s signature for a letter of support, once the letter is received.

### **INSPECTION SERVICES – CITY OF PORT ST. JOE**

Chief Administrator Butler discussed the County taking over the inspection services for the City of Port St. Joe; recommending that the Board enter into an inter-local agreement with the City of Port St. Joe that the rates will be the same inside the City limits as outside the City limits and that the County will remit to the City of Port St. Joe the same percentage (18%) for building permits that they now receive through their contractor. He reported that the County will not handle the planning board or code enforcement. After discussion regarding the 18% remittance to the City of Port St. Joe, the Board agreed to allow Chief Administrator Butler to proceed with talking with the attorneys and the City of Port St. Joe regarding the Board's concerns and report back to the Board. Discussion followed.

### **MEETING – LEGISLATIVE DELEGATION**

Chairman McDaniel reported that Senator Montford and Representative Beshears will be holding a meeting on September 28<sup>th</sup> and encouraged the public to attend.

### **MEETING – U.S. CONGRESSWOMAN GRAHAM**

Chairman McDaniel recognized Alex Quintana, representative of U.S. Congresswoman Graham's Office. Upon inquiry by Chairman McDaniel, Mr. Quintana reported that the meeting will be held today at the City Fire Station from 11:00 a.m. to 1:00 p.m., E.T. Chairman McDaniel encourage the public to attend.

### **AGREEMENT – SPACE SHARING GULF COUNTY HEALTH DEPARTMENT**

After discussion by County Attorney Novak, Commissioner Bryan motioned to approve the Space Sharing Agreement regarding both County buildings (Gulf County Health Department Buildings), contingent upon grant acceptance. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

### **SETTLEMENT – BP CLAIM**

County Attorney Novak reported that the distribution from the BP claim settlement has been received and provided to the Clerk's Office to be placed in the General Fund for the County.

### **LAWSUIT – ST. JOE MUSIC STORE**

County Attorney Novak reported that the new owner of St. Joe Music Store has satisfied the collection of the amount due and these funds have been returned to the County.

### **PERMITS – RECREATIONAL VEHICLES**

County Attorney Novak discussed the RV (recreational vehicle) permits; reporting that the Building Department is seeking clarification that a six (6) month RV permit can be issued to residents while their home is being built. Upon recommendation by the Building Department and Planning Department, Commissioner Bryan motioned to allow residents to receive a RV (recreational vehicle) permit for the first six (6) months, while their home is being built. Commissioner Quinn seconded the motion. After discussion by Chairman McDaniel, he then called for public comment. There being no public comment, the motion passed unanimously (4-0).

**BOAT RAMP – WHITE CITY**

Sheriff Harrison appeared before the Board to thank Commissioner Bryan and all those involved in repairing the White City Boat Ramp. He reported that the Sheriff's Office is holding a benefit to help the youth ranch with a fishing tournament next week at the White City Boat Ramp.

**RECOGNITION – FLORIDA SHERIFF'S ASSOCIATION**

Sheriff Harrison appeared before the Board to recognize Chairman McDaniel as an honorary member for the Florida Sheriff's Association for forty (40) years and presented him with a plaque. Chairman McDaniel discussed the Association and thanked the Sheriff.

**PURCHASE EQUIPMENT – FIVE POINTS LANDFILL CLOSURE**

Solid Waste Director Danford reported that D.E.P. has approved the purchase of an excavator and two pumps from Escrow Funds for the Five Points Landfill Closure. He requested approval to purchase a Doosan DX300 (excavator), in the amount of \$204,767.25 to be paid out of Solid Waste Account and then reimbursed from Escrow. Commissioner McLemore motioned to approve this request. Commissioner Bryan seconded the motion. Upon inquiry by Chairman McDaniel, Solid Waste Director Danford stated that the County may have to hold onto the excavator for a (1) year before it can be sold. Upon inquiry by Chairman McDaniel, Solid Waste Director Danford stated that the intent is to sell the excavator after finishing the Landfill closure and purchasing a piece of equipment that the County can use and transport. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

**GRANT – SMALL COUNTY GRANT**

Solid Waste Director Danford reported that the Small County Grant application was not sent out; stating that the grant work (budget narrative) was sent out instead. He also reported that only ½ (half) of the grant funds are promised, until January, 2016; stating that the remainder of the funds will not be available until January, 2016. After discussion, Solid Waste Director Danford requested to pay for a small quantity generator report, in the amount of \$4,000.00, purchase an E85 excavator, in the amount of \$86,909.00, to be paid from Small County Grant, and to pay \$5,000.00 from Public Works Funds to purchase attachments for this excavator. After discussion, Commissioner McLemore motioned to approve this request. Commissioner Bryan seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

**CERTIFICATION – S.H.I.P. ANNUAL REPORT**

After discussion by S.H.I.P. Administrator Paul, Commissioner McLemore motioned to approve the close-out Annual Report and Local Housing Incentives Certification for Fiscal Year 2013-14. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

**AWARD BIDS – S.H.I.P. PROJECTS**

Upon recommendation by S.H.I.P. Administrator Paul, Commissioner McLemore motioned to award the bids to the low bidders (Bid #1415-34 \* S.H.I.P. Project - Betty J. Harris \* to Gulf 2 Bay Development & Construction \* \$9,053.98, Bid #1415-35 \* S.H.I.P. Project – Thelma L. Lewis \* to Crest Enterprises & LD, Inc. \* \$21,244.00, and Bid #1415-36 \* S.H.I.P. Project – Elmo J. Sander \* to Raymond D. Driesbach, LLC \* \$27,008.00). Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

**MONTHLY REPORT – GULF COUNTY E.M.S.**

Gulf County E.M.S. Director Whitfield appeared before the Board to present the August, 2015 monthly Run Report.

**INSURANCE CLAIM – AMBULANCE**

Gulf County E.M.S. Director Whitfield appeared before the Board to report that the insurance adjuster is going to total-out the ambulance (St. Joe ambulance \* Medic 5) that was involved in an accident; discussing his concerns regarding the market value being \$20,000.00. Upon inquiry by Commissioner McLemore, Gulf County E.M.S. Director Whitfield stated that a new regular size ambulance will cost approximately \$130,000.00 to \$150,000.00. After discussion, Gulf County E.M.S. Director Whitfield reported that the 2007 model is the newest ambulance in the fleet. Commissioner McLemore motioned to purchase one (1) ambulance at low bid price. Commissioner Bryan seconded the motion. After discussion, Commissioner McLemore amended his motion to include to pay for the ambulance out of BP Settlement Funds. Commissioner Bryan's second stands. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0). Upon inquiry by Chairman McDaniel, Gulf County E.M.S. Director Whitfield stated that this purchase will go out for bid.

**CONTRACT – COASTAL PARASAIL**

Upon request by T.D.C. Executive Director Jenkins, Commissioner Bryan motioned to allow the Chairman to sign a contract with Coastal Parasail regarding Bid #1415-13. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

**FILMING – GULF COUNTY**

T.D.C. Executive Director Jenkins appeared before the Board to report that they will be filming of a television show, "Bringing Up Bates" this weekend; stating that this is the sixth (6<sup>th</sup>) television show filmed in Gulf County since January, 2015.

**GRANT EXTENSION – LANGSTON DRIVE SIDEWALK PROJECT**

Upon request by Grant Coordinator Childs, Commissioner Quinn motioned to approve a 30-day grant extension of the David B. Langston Drive Sidewalk Project (Bid #1415-08), extending to October 30<sup>th</sup>. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

**LEAKAGE – WASTE PRO**

Commissioner Quinn discussed his concerns regarding leakage on the ground from the garbage trucks from Waste Pro; reporting that this matter is being addressed.

**MEETING – AFFORDABLE HOUSING (GATEWAY MANOR)**

Commissioner Quinn reported that the P.D.R.B. will be holding a meeting tonight to discuss affordable housing (PACES Foundation \* Gateway Manor) at 6:00 p.m., E.T. and encouraged the public to attend. Upon inquiry by Chairman McDaniel, Commissioner Quinn stated that this meeting will be held at the Centennial Building at 6:00 p.m., E.T.

**ABANDONMENT REQUEST – VARNER**

Commissioner Bryan discussed Pages 47-49 (Item #4) that was pulled from the Consent Agenda; stating this is a request for an abandonment of an alleyway in Beacon Hill. She discussed her concerns regarding this item being placed in the Consent Agenda; stating that there was no need for it to be placed in Consent, that there is a process and the County needs to help/direct Mr. John Varner through the process. County Attorney Novak discussed the newly adopted Abandonment Policy; reporting that there are two (2) requests filed. Discussion followed regarding the abandonment request and items being placed in the Consent Agenda. Upon inquiry by Chairman McDaniel, Commissioner Bryan stated she wanted (pulled) Pages 47-49 excluded out. County Attorney Novak read the letter from E9-1-1 Coordinator Guthrie (pulled Page 47); stating that this request has been passed along to this Commission and Staff. He reported that under our policy, we have to start the process when they are presented to the Board. County Attorney Novak stated that Staff will help and guide Mr. Varner; reporting that this request and memorandum from E9-1-1 starts the process. He reported that the other applicant came before the Planning Board with their abandonment request. Commissioner Bryan discussed the item being placed in the Consent; stating that when a request like this comes in, it really shouldn't be placed in Consent but could be placed in the Agenda for Board discussion. She further stated that this request is premature to discuss, being that Mr. Varner still has to go through the application process. Further discussion followed. Chief Administrator Butler stated that if the Board voted on this abandonment request today, it would not be abandoned because there is a process; reporting that all this request does is to give Staff the okay to start the process. After discussion by Chief Administrator Butler, Commissioner Bryan stated that if this item was intended for notification, it could have been placed in the Information Packet. After discussion by County Attorney Novak and Commissioner Bryan, Emergency Management Director Nelson appeared before the Board to discuss the process and placing the request before the Board to see if the Board wanted to proceed before any expenses accrued. Discussion followed. County Attorney Novak recommended to the Board that he, Emergency Management Director Nelson, and Planner Lowry reach out to Mr. Varner along with the other applicant to work with them through this process. Commissioner Bryan had no objection to his recommendation; stating that she will have a workcrew go out to the County owned property site to insure this lot is not overgrown. Upon inquiry by Commissioner McLemore, County Attorney Novak stated that County Staff will work with the applicant, but the cost will be shouldered exclusively by the applicant. Upon inquiry

by Commissioner McLemore, County Attorney Novak stated that the County now acknowledges the abandonment request and will now move forward. Discussion followed.

### **AGENDA PACKET**

Chairman McDaniel discussed his concerns regarding the volume of the Agenda Packet; reporting that of the Agenda, it consists of seventy (70) pages of a Core Contract with the Florida Department of Health. He inquired if the packet could be condensed. Clerk Norris appeared before the Board to report that in the past, this type of document would be placed in its entirety so that the Board and Public could view the fee schedule. She stated that we can reduce it or condense it by putting one page in (lead page) directing the public to the Clerk's Office for the entire document, if that is the wishes of the Board. Chairman McDaniel directed Clerk Norris to continue doing what she has been doing. Clerk Norris stated that it is the County's Agenda and the Clerk's Office will be glad to accommodate the Board in any way we can.

### **IMPROVEMENTS – WHITE CITY PARK**

Commissioner Bryan discussed the improvements that have been done at White City Park and thanked the Board and Staff that have been involved with the short-term issues. She discussed the long-term problems at the White City Park and advertising to receive sealed bids for these long-term problems. Chief Administrator Butler discussed the problems with the wall at White City Park (boat ramp area) and requested direction from the Board. Commissioner Bryan stated she would like for the Board to go out for bids on the 100-110 feet of concrete of the wall that is coming out and look at a long-term solution. After discussion, Commissioner Bryan motioned to advertise to receive sealed bids for the section of the wall (at White City Park) quickly, permitted by Law. Commissioner McLemore seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

### **FL D.O.T. SIDEWALK PROJECT – PINE STREET TO MEXICO BEACH**

Chairman McDaniel discussed his concerns regarding the D.O.T. sidewalk project from Pine Street to Mexico Beach; reporting that the original grant application was written as a multi-use path project from Pine Street to Beacon Hill Park. He inquired if the residents of the beach area want to hold a town hall meeting to discuss this issue. Chairman McDaniel called for public comment. There was no public comment.

### **LIMITED MAINTENANCE AGREEMENT – SURBER**

Chairman McDaniel reported that he had received notification from Mrs. Surber regarding the limited maintenance; stating that County Staff didn't quite finish (Spruce Avenue). He stated that he has spoken with Public Works Director Cothran and this matter will be addressed.

### **IMPROVEMENTS – WHITE CITY PARK**

Upon inquiry by Chairman McDaniel, Commissioner Bryan reported that the County has spent \$2,366.00 on White City Park and \$2,506.00 on the dock. She stated that the County already had the wood that was a savings to the County. Commissioners McLemore and Bryan thanked Staff for their work on this project.

### **NEWSPAPER ARTICLE – DEAD LAKES PARK**

Chairman McDaniel discussed his concerns regarding an article in The Star Newspaper pertaining to the Board's Budget Hearing; reading the article aloud to the public. He reported that Dead Lakes Campground and Park is the only park and campground that does not cost the taxpayers. Chairman McDaniel also reported that as of September 4<sup>th</sup>, this Park has collected \$39,449.00, noting out of this money sales tax, bed tax, and utilities are paid; stating that Dead Lakes Park is self-supporting. He stated that this article needs to be corrected; reporting that the \$15,000.00 was carried over, and was not from taxpayers. Discussion followed.

The meeting did then recess at 10:48 a.m., E.T.

The meeting then reconvened at 10:58 a.m., E.T.

### **QUASI-JUDICIAL HEARINGS – REVIEW AND CONSIDERATION OF P.D.R.B. RECOMMENDATIONS**

County Attorney Novak discussed the regarding the Quasi-Judicial proceedings.

#### **VARIANCE REQUEST – ROBERT SUTTON / NORTH HIGHWAY 71**

After discussion by County Attorney Novak, Chairman McDaniel inquired if anyone objected to the waiving of the Quasi-Judicial Hearing regarding Mr. Sutton's variance request. There were no objections. County Attorney Novak, for the record, noted that there is consent from all parties to waive the Quasi-Judicial Hearing. Planner Lowry introduced a variance request from Robert Sutton (Parcel ID #01555-001R) for side setback on the South side of a building to the adjacent property that Mr. Sutton also owns. Robert Sutton, of Wewahitchka appeared before the Board stating that he would like to build a 12x64 shed roof addition attached to the Wewa Trading Post. After discussion by Mr. Sutton, Planner Lowry reported that by a 3-0 vote the P.D.R.B. recommended to permit up to an 8' (eight foot) setback on the South side of said property. After discussion by County Attorney Novak, Commissioner McLemore motioned to approve the recommendation of the P.D.R.B. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

#### **MINOR SUBDIVISION PRELIMINARY PLAT – STEVE OBBISH / CAPE SAN BLAS**

After discussion by County Attorney Novak, Chairman McDaniel inquired if there was any objection to waiving the Quasi-Judicial Hearing for the minor subdivision preliminary plat by Steve Obbish (Parcel ID #06345-100R). There were no objections. Jack Husband, representative for Steve Obbish appeared to discuss the minor subdivision preliminary plat for a seven (7) unit subdivision on Cape San Blas Road. Planner Lowry reported that by a 3-0 vote, the P.D.R.B. is recommending approval of this preliminary plat by Steve Obbish (Parcel ID #06345-100R). Commissioner McLemore motioned that this is substantial competent evidence, that the Board waived the reading, being no objection, waiving of the Quasi-judicial Hearing, and approving the P.D.R.B. recommendation. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

#### DEVELOPMENT REVIEW, PHASE II – PALMS AT MONEY BAYOU, LLC / MONEY BAYOU

County Attorney Novak called for any objection to the waiving of the Quasi-judicial Hearing. There were no objection. Chairman McDaniel again called for any objection to the waiving of the Quasi-judicial Hearing. There were no objections. Terry Anderson, representative for the applicant appeared before the Board to discuss Phase II of the development review at Money Bayou and requested approval; stating that this is the final phase of this project. Planner Lowry reported that the P.D.R.B. voted 3-0 to approve Phase II of Palms at Money Bayou (Parcel ID #03179-005R). Commissioner Quinn motioned to approve the P.D.R.B. recommendation. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

#### SMALL SCALE MAP AMENDMENT – CARMEN MCLEMORE / GULF COUNTY

County Attorney Novak discussed the Small Scale Map Amendment filed by Carmen McLemore; reporting that Commissioner McLemore has filled out and submitted FORM 8B to the Clerk's Office. He called for any objection to waive the Quasi-judicial Hearing. There were no objection. Chairman McDaniel called for any objection to waving the Quasi-judicial Hearing. There was no objection. After discussion by County Attorney Novak, Jack Husband, representative for the applicant appeared before the Board to discuss the Small Scale Map Amendment (Parcel ID #01045-050R) requesting a one (1) acre parcel land use designation change from conservation to residential by Carmen McLemore; reporting that the intent of the owner is to place a small camp on this piece of property which is along the Chipola River in Wewahitchka. County Attorney Novak discussed the history of the Gulf County Rod and Gun Club Estate, and County Policy regarding small map amendments. Planner Lowry reported that the P.D.R.B. voted 3-0 to recommend approval of this small scale map amendment, changing Parcel ID #01045-050R from conservation to residential. He discussed the waiving of the fees regarding these types of map amendment and read aloud the minutes from the January 10, 2012 Board meeting. After discussion, County Attorney Novak reported that if the Board accepts the P.D.R.B. recommendation today; he will prepare a proposed ordinance to present to the Board at the next meeting for adoption. Commissioner Quinn motioned to approve the P.D.R.B.'s recommendation. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 3-0, with Commissioner McLemore abstaining due to being the applicant <FORM 8B on file in the Clerk's Office>.

#### QUARTERLY REPORT – WEWAHITCHKA MEDICAL CENTER

Katrina Saunders, of the Wewahitchka Medical Center appeared before the Board to present a quarterly report and introduce Pat Walker, the W.M.C. outreach and enrollment worker. She discussed the Quit Smoking class, Diabetes class, and the open enrollment for the Affordable Care Act insurance, all provided by Wewahitchka Medical Center. Pat Walker, of the Wewahitchka Medical Center appeared before the Board to discuss the open enrollment; reporting that open enrollment will begin November 1, 2015 through January 31, 2016.

### **CALHOUN & GULF COUNTIES SEISMIC EXPLORATION TESTING**

Tom Herbert, of Lampl Herbert Consultants appeared before the Board to provide background information for their client, Cholla Petroleum, Inc. regarding seismic testing. He reported that people will be knocking on doors obtaining options and possible leases for the area; stating that the tentative date to begin testing is November, 2015. Mr. Herbert discussed the application and permits obtained before testing can begin and the process of the seismic exploration testing.

### **BEACH NOURISHMENT / MSTU**

Pat Hardman, President of the Coastal Community Association appeared before the Board to discuss the raking; stating that Gulf County only received 29 points out of 120 in terms of the County's beach restoration project proposal. She reported that Gulf County received zeros for all the funding categories. Ms. Hardman requested that the Board improve the possibility on the State funding and Legislative support by putting out another MSTU with a maximum of (4) four million dollars for the Peninsula residents, exclusive use for the beach restoration project, and to sunset in ten (10) years or upon completion of payback of that project. She discussed the previous ballot that failed. Chairman McDaniel stated that the closest possibility that this could be on an election would be the large presidential (Presidential Preference in March, 2016). After discussion, County Attorney Novak discussed contacting Supervisor of Election Hanlon to look at the calendar regarding the MSTU; reporting that next year the County will hold three (3) elections. After discussion by members of the Board, Ms. Hardman discussed the cost to build the bridge and erosion; stating that the Board needs to look at it as infrastructure. Discussion followed. Commissioner Bryan motioned to move forward with a MSTU. Commissioner Quinn seconded the motion for discussion. After discussion by members of the Board, Commissioner Quinn stated that his second stands. After further discussion, Commissioner Bryan withdrew her motion. Commissioner Bryan then motioned to move forward with the vote for the MSTU on the March ballot. After discussion, Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. Ronald Shiver, of the Peninsula appeared before the Board to discuss his concerns regarding the erosion and the Peninsula; stating that the County needs to do this. Chairman McDaniel called for public comment. County Attorney Novak stated that he understands the motion is to instruct Staff to move forward to prepare the proposed resolution and public hearing; stating that he will prepare it for the next meeting. Upon inquiry by Commissioner Bryan regarding the need to amend the motion, County Attorney Novak stated that he understands the motion is to move forward to the next step to get it in front of the Board in the form of a referendum. Roland Wilson, of Cape San Blas appeared before the Board to discuss a study that was supposed to be done on building a bridge and the effect to the Bay; stating that this study probably did not get done. He discussed allowing the natural flow of the water to work. Chairman McDaniel called for public comment. There being no more public comment, the motion passed 3 to 1, with Commissioner McLemore voting no.

**INDIAN PASS**

<Commissioner McLemore left the meeting at 12:08 p.m., E.T.> Pete Burger, of Indian Pass appeared before the Board to discuss the expansion of Indian Pass Road. He then presented photos to the Board regarding structures being left on the beach and people living in mobile houses. Mr. Burger requested that the Board reconsider expanding the road at Indian Pass.

**CONTRACT – WASTE PRO**

Roland Wilson, of Cape San Blas appeared before the Board to discuss his concerns regarding garbage pickup; stating that he is in support of mandatory garbage pickup. He reported that Waste Pro offered yard debris pickup for an extra \$5.00 (five dollars) per month. After discussion by Mr. Wilson and Commissioner Bryan, Commissioner Bryan motioned to declare default on Waste Pro for failure to construct the transfer station. After discussion by members of the Board regarding the Waste Pro contract, Commissioner Quinn seconded the motion for discussion. Commissioner Quinn inquired if the workcrews could pick up the debris (couches, mattress, etc.) and take it to the Landfill and use the credit provided by Waste Pro. After discussion by Chairman McDaniel, County Attorney Novak discussed the tonnage and credit and the amended contract with Waste Pro. Commissioner Bryan amended her motion to direct County Attorney Novak to conduct a review that he just discussed and report back to the Board. Upon inquiry by Commissioner Quinn, Commissioner Bryan stated that her motion is to review the contract as County Attorney Novak has discussed and report back to the Board. After discussion by Commissioner Bryan, she then restated that her motion is to allow County Attorney Novak to review the Waste Pro Contract regarding potential default for failure to construct the transfer station and roadway. Commissioner Quinn discussed his concerns regarding Waste Pro leaking liquid on the roadways; inquiring if the County can have the workcrews pick-up the refrigerators and mattresses on the side of the roads and ditches and use the credit given. Commissioner Quinn stated that his second stands. After discussion by Chairman McDaniel, he called for public comment. There being no public comment, the motion passed 2 to 1, with Chairman McDaniel voting no. Chairman McDaniel called for public comment. There was

**ROADSIDE PICK-UP / DEBRIS**

Upon inquiry by Commissioner Quinn, Chief Administrator Butler stated that the Board has agreed multiple times to go throughout the County to pick-up debris and if it is the desire of the Board to do it again, then Staff will do it again. He reported that the County is saving the tonnage (credit) for Public Works when they go out to cut on the roadside and right-of-ways. Commissioner Bryan discussed her concerns regarding District III Workcrews; stating that they are overloaded and cannot keep up with the grass cutting. Commissioner Quinn stated that it should be each Commissioners call if they want the debris picked up. Discussion followed.

There being no further business, upon motion by Commissioner Quinn, second by Commissioner Bryan, and unanimous vote, the meeting did then adjourn at 12:38 p.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK OF COURT**

**SEPTEMBER 22, 2015**

**PORT ST. JOE, FLORIDA**

**FINAL BUDGET HEARING**

The Gulf County Board of County Commissioners met this date in special budget session with the following members present: Chairman Ward McDaniel, Vice Chairman Carmen L. McLemore, and Commissioners Joanna Bryan and Sandy Quinn, Jr. <District V seat vacant, awaiting Governor's appointment>.

Others present were: County Attorney Jeremy Novak, Clerk Rebecca L. Norris, Clerk Director of Finance and Management Rhonda Woodward, Clerk Budget & Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Assistant Administrator Michael L. Hammond, Deputy Administrator Kari Summers, Building Official George Knight, Central Services Director Lynn Lanier, Gulf County E.D.C. Director Chris Holley, Emergency Management Director Marshall Nelson, Gulf County E.M.S. Director Houston Whitfield, County Planner Brett Lowry, Property Appraiser Mitch Burke, Public Works & Mosquito Control Director Mark Cothran, Assistant Public Works Director Lee Collinsworth, Gulf County RESTORE Act Coordinator Warren Yeager, Jr., Sheriff Mike Harrison, Solid Waste Director Joe Danford, T.D.C. Executive Director Jennifer Jenkins, T.D.C. Deputy Director Towan Kopinsky, and Veterans' Service Officer & S.H.I.P. Administrator Joe Paul

Chairman McDaniel called the meeting to order at 5:02 p.m., E.T.

**2015-16 BUDGET OVERVIEW**

Clerk Norris reported that this is the final budget hearing. She then advised the Board of the following: (1) the aggregate proposed millage rate is 7.6232, which is 5.64% above the current year aggregate rolled back rate of 7.2163; (2) the Countywide Tentative Millage Rate is 7.2442, excluding the Fire Districts; (3) the compliance with the voting requirements must be measured by the vote of each Commissioner; (4) the Dependent Fire Districts Tentative Millage Rates are .5000 for each District, with voting requirements required on these as well; (5) the General Fund Budget Cash Carry Forward is \$7,725,222.00 (\$5,527,824.00 General Fund unrestricted, Public Works unrestricted \$670,000.00, and General Fund restricted cash \$1,527,398.00), (6) some of the reasons for the increases over the rolled back rate are as follows: (a) net increase of transfers in and out from General Fund for Public Works and the reestablishing the Capital Projects Fund, (b) overall increase to expenditures, with key increases including Workers Comp Insurance Premiums, Property Appraiser, Sheriff's Office, Gulf County Jail, E.M.S., and General Fund/Public Works pay and step increases; (7) Port St. Joe D.R.A. (Downtown Redevelopment Agency) is \$163,306.00 based on the proposed millage rate. Clerk Norris reported that the increase of 29.5% as advertised in the Budget Summary was mainly due to an increase in anticipated grant funding. She also reported that all revenue and expenditure account codes have been updated for FY 2016 for operational consistency

and State compliance updates with the Uniform Chart of Accounts. Clerk Norris advised the Board that the funding for the General Fund and Public Works pay increases will be budgeted as reserves for contingency for FY 2016 to be disbursed with the final review of the pay and class study. Clerk Budget & Finance Officer Herring stated that she has provided a revised budget book to the Board, which includes the following changes: (1) General Fund decreased by \$54,767.00 due to the closure of the DRI/EAR Fund and relocation of Reserve for Emergency Management Capital to the Capital Projects Fund; (2) Mosquito Control State Fund increased by \$26,747 due to change in the Cash Carry Forward; (3) St. Joe Fire Control District Fund decreased by \$5,000.00 due to change in Cash Carry Forward; (4) General Grant Fund increased by \$1,800.00 due to a grant award amount; (5) DRI/EAR Fund decreased by \$112,854.00 due to closure and reallocation of that fund; (6) Capital Projects Fund increased by \$276,703.00 due to relocation of the DRI/EAR Fund; (7) T.D.C. and E911 Funds made minor allocations adjustments between expenditures and reserves. Commissioner Quinn motioned to approve the revised budget book. Commissioner Bryan seconded the motion. After discussion, Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0). Clerk Budget & Finance Officer Herring advised the Board that any increases approved by the Board at tonight's Hearing will require equivalent reductions specified by line item.

After discussion and recommendation by Chief Administrator Butler, Commissioner McLemore motioned convert money from Infrastructure Fund to Cash Carry Forward, in the amount of \$80,000.00 and increasing FY 2015-16 Infrastructure Fund by \$80,000.00. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (4-0).

After discussion by Clerk Norris, Chairman McDaniel called for public comment. Erin Payner, of WindMark appeared before the Board to discuss the contributions of the library for the City and requested that the Board maintain or increase the Library Budget. She discussed the kids and summer programs. Dana Boyer, of Dalkeith appeared before the Board to discuss the Port St. Joe and Wewahitchka Library and the programs provided and requested the Board's help in supporting the Libraries. Chairman McDaniel called for public comment. Carolina Orsuia, of Port St. Joe appeared before the Board to discuss the library programs and encourage the funding. Chairman McDaniel called for public comment. Nancy Brockman, Gulf County Library Coordinator appeared before the Board to stated that with the cuts from last year and this year, along with the increases due to insurance, Gulf County's book fund will be set at zero dollars. She discussed her concerns regarding the deductions and the impact as to what the Library can offer the public. Chairman McDaniel called for public comment. There was no further public comment.

Chief Administrator Butler reported that Solid Waste Director Danford will work for the County for another six (6) months (retiring); stating that \$45,849.00 has been transferred to Capital Reserve.

**RESOLUTION – COUNTYWIDE MILLAGE RATE**

Clerk Norris read the proposed resolution regarding the countywide millage rate. Commissioner McLemore motioned to adopt the following resolution. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 3 to 1, with Commissioner Bryan voting no, as follows:

**RESOLUTION NO. 2015-27**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR GULF COUNTY FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – COUNTYWIDE BUDGET**

Clerk Norris read the proposed resolution regarding the FY 2015-16 countywide budget. Commissioner McLemore motioned to adopt the following resolution. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed 3 to 1, with Commissioner Bryan voting no, as follows:

**RESOLUTION NO. 2015-28**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – ST. JOSEPH DEPENDENT FIRE CONTROL MILLAGE LEVY**

Upon reading of the proposed resolution by Clerk Norris, Commissioner Bryan motioned to adopt a Resolution setting the Millage Levy of .5000 Mills in the St. Joseph Dependent Fire Control District for FY 2015-16. Commissioner McLemore seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed with four (4) Commissioners voting “yes” and zero (0) Commissioners voting “no”, as follows:

**RESOLUTION NO. 2015-29**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR ST. JOSEPH DEPENDENT SPECIAL FIRE**

**DISTRICT FOR FISCAL YEAR 2015-16; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – ST. JOSEPH FIRE CONTROL DISTRICT BUDGET**

Upon reading of the proposed resolution by Clerk Norris, Commissioner Bryan motioned to adopt the 2015-16 Budget for the St. Joseph Dependent Fire Control District. Commissioner Quinn seconded the motion. Chairman McDaniel called for public. There being no public comment, the motion passed with four (4) Commissioners voting "yes", and zero (0) Commissioners voting "no", as follows:

**RESOLUTION NO. 2015-30**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – TUPELO FIRE CONTROL DISTRICT MILLAGE LEVY**

Upon reading of the proposed resolution by Clerk Norris, Commissioner Quinn motioned to adopt a Resolution setting a Millage Levy of .5000 Mills for the Tupelo Dependent Special Fire Control District. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed with four (4) Commissioners voting "yes", and zero (0) Commissioners voting "no", as follows:

**RESOLUTION NO. 2015-31**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FRO TUPELO DEPENDENT SPECIAL FIRE DISTRICT FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – TUPELO FIRE CONTROL DISTRICT BUDGET**

Upon reading of the proposed resolution by Clerk Norris, Commissioner McLemore motioned to adopt a Resolution setting forth the 2015-16 Budget for the Tupelo Dependent Special Fire Control District. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the

motion passed with four (4) Commissioners voting "yes" and zero (0) Commissioners voting "no", as follows:

**RESOLUTION NO. 2015-32**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – OVERSTREET FIRE CONTROL DISTRICT MILLAGE LEVY**

Upon reading of the proposed resolution by Clerk Norris, Commissioner Bryan motioned to adopt a Resolution setting forth the Millage Rate of .5000 Mills for the Overstreet Dependent Special Fire Control District. Commissioner Quinn seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed with four (4) Commissioners voting "yes", and zero (0) Commissioners voting "no", as follows:

**RESOLUTION NO. 2015-33**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR OVERSTREET DEPENDENT SPECIAL FIRE DISTRICT FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – OVERSTREET FIRE CONTROL DISTRICT BUDGET**

Upon reading of the proposed resolution by Clerk Norris, Commissioner Bryan motioned to adopt a Resolution setting forth the 2015-16 Budget for the Overstreet Dependent Special Fire Control District. Commissioner Quin seconded the motion. Chairman McDaniel called the public comment. There being no public comment, the motion passed with four (4) Commissioners voting "yes", and zero (0) Commissioners voting "no", as follows:

**RESOLUTION NO. 2015-34**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – HOWARD CREEK FIRE CONTROL DISTRICT MILLAGE LEVY**

Upon reading of the proposed resolution by Clerk Norris, Commissioner McLemore motioned to adopt a Resolution setting forth the Millage Rate of .5000 Mills for the Howard Creek Dependent Special Fire Control District for 2015-16. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed with four (4) Commissioners voting “yes”, and zero (0) Commissioners voting “no”, as follows:

**RESOLUTION NO. 2015-35**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR HOWARD CREEK DEPENDENT SPECIAL FIRE DISTRICT FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

**RESOLUTION – HOWARD CREEK FIRE CONTROL DISTRICT BUDGET**

Upon reading of the proposed resolution by Clerk Norris, Commissioner McLemore motioned to adopt a Resolution setting forth the 2015-16 Budget for the Howard Creek Dependent Special Fire Control District. Commissioner Bryan seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed with four (4) Commissioners voting “yes”, and zero (0) Commissioners voting “no”, as follows:

**RESOLUTION NO. 2015-36**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2015-2016; PROVIDING FOR AN EFFECTIVE DATE.**

\*Complete Resolution on file with Clerk\*

(End)

There being no further business, and upon motion by Commissioner Quinn, second by Commissioner Bryan, and unanimous 4-0 vote, the meeting did then adjourn at 5:49 p.m., E.T.

**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

**REBECCA L. NORRIS  
CLERK**

**SEPTEMBER 29, 2015**

**PORT ST. JOE, FLORIDA**

**SPECIAL MEETING**

The Gulf County Board of County Commissioners met this date in special session with the following members present: Chairman Ward McDaniel and Commissioners Sandy Quinn, Jr. and Jerry W. Barnes <Vice Chairman Carmen L. McLemore and Commissioner Joana Bryan were absent.>

Others present were: County Attorney Jeremy Novak, Clerk Director of Finance & Management Rhonda Woodward, Clerk Budget & Finance Officer Sherry Herring, Deputy Clerk Leanna Roberts, Chief Administrator Don Butler, Central Services Director Lynn Lanier, Gulf County E.D.C. Director Chris Holley, HR/Risk Management Director Denise Manuel, Parks & Recreational Director Billy Traylor, County Planner Brett Lowry, Public Works & Mosquito Control Director Mark Cothran, Assistant Public Works Director Lee Collinsworth, Gulf County RESTORE Act Coordinator Warren Yeager, Jr., Sheriff Mike Harrison, Sheriff's Department Captain Chris Buchanan, Solid Waste Director Joe Danford, and T.D.C. Deputy Director Towan Kopinsky.

Chairman McDaniel called the meeting to order at 11:16 a.m., E.T.

**SWEAR IN NEW COMMISSIONER DISTRICT V – BARNES**

Chairman McDaniel discussed the swearing in of a new Commissioner for the District V seat and called Mr. Jerry W. Barnes and family forward. County Judge Timothy McFarland administered the oath.

**INSURANCE**

Upon recommendation by Chief Administrator Butler, Commissioner Quinn motioned to approve the flat rate from the current insurance carrier (PRIA – Brown & Brown) for two (2) years. Commissioner Barnes seconded the motion. Chairman McDaniel called for public comment. There being no public comment, the motion passed unanimously (3-0).

There being no further business, and upon motion by Commissioner Quinn, the meeting did then adjourn at 11:21 a.m., E.T.

**ATTEST:**

**WARD MCDANIEL  
CHAIRMAN**

**REBECCA L. NORRIS  
CLERK**



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GULF COUNTY BCC  
AP CHECK RECONCILIATION REGISTER

10/21/2015 09:46  
838dlyle

FOR CASH ACCOUNT: 00100 10110

FOR: All Except State

CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
3635	09/08/2015	WIRE	000278 BOARD COUNTY COMMISSIONER	10,215.46			
3636	09/08/2015	WIRE	000278 BOARD COUNTY COMMISSIONER	61,079.33			
3638	09/01/2015	WIRE	006126 CENTENNIAL BANK	5,715.46			
3639	09/03/2015	WIRE	005897 AMERICAN FIDELITY ASSURAN	5,988.39			
3640	09/04/2015	WIRE	006126 CENTENNIAL BANK	205.00			
3641	09/04/2015	WIRE	006126 CENTENNIAL BANK	759.45			
3642	09/04/2015	WIRE	005572 PUBLIC RISK MANAGEMENT OF	91,423.08			
3643	09/04/2015	WIRE	000401 FLORIDA DIV. RETIREMENT	48,257.05			
3644	09/08/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	131,507.08			
3647	09/10/2015	WIRE	004010 ELECTRONIC FEDERAL TAX PA	47,224.68			
3648	09/10/2015	WIRE	040903 EXPERTPAY FOR EMPLOYERS	520.00			
3650	09/10/2015	WIRE	006126 CENTENNIAL BANK	2,774.00			
3651	09/14/2015	WIRE	000142 FLORIDA DEPT. OF REVENUE	2,423.21			
3652	09/15/2015	WIRE	002036 THE STANDARD INSURANCE CO	2,208.62			
3654	09/17/2015	WIRE	006126 CENTENNIAL BANK	180.00			
3655	09/21/2015	WIRE	006126 CENTENNIAL BANK	759.45			
3658	09/22/2015	WIRE	000116 BD.CO.COMMISSIONERS P/R	132,460.84			
3661	09/24/2015	WIRE	040903 ELECTRONIC FEDERAL TAX PA	47,539.01			
3662	09/24/2015	WIRE	040903 EXPERTPAY FOR EMPLOYERS	520.00			
3663	09/24/2015	WIRE	004230 NATIONWIDE RETIREMENT SOL	2,774.00			
3664	09/24/2015	WIRE	006126 CENTENNIAL BANK	2,423.21			
3666	09/28/2015	WIRE	000278 BOARD COUNTY COMMISSIONER	668.78			
3667	09/21/2015	WIRE	004654 CARDMEMBER SERVICE	20,534.54			
107105	09/04/2015	PRINTED	000101 ACTION FIRE & SAFETY	489.50			
107106	09/04/2015	PRINTED	000151 GCEC	2,103.27			
107107	09/04/2015	PRINTED	000158 GULF COUNTY SHERIFFS	198,198.65			
107108	09/04/2015	PRINTED	000183 QUILL CORPORATION	209.89			
107109	09/04/2015	PRINTED	000186 DAVID RICHES IGA WEGA	45.31			
107110	09/04/2015	PRINTED	000186 DAVID RICHES IGA WEGA	712.16			
107111	09/04/2015	PRINTED	000189 ST JOE AUTO PARTS	2,149.31			
107112	09/04/2015	PRINTED	000189 ST JOE AUTO PARTS	137.96			
107113	09/04/2015	PRINTED	000189 ST JOE AUTO PARTS	15.94			
107114	09/04/2015	PRINTED	000190 ST JOE HARDWARE	940.30			
107115	09/04/2015	PRINTED	000190 ST JOE HARDWARE	156.15			
107116	09/04/2015	PRINTED	000190 ST JOE HARDWARE	30.90			
107117	09/04/2015	PRINTED	000194 ST JOE NATURAL GAS CO	1,667.89			
107118	09/04/2015	PRINTED	000203 SOUTHERN CLEANING SUPPLY	4,23.95			
107119	09/04/2015	PRINTED	000222 CITY OF WEWAHITCHKA	4,407.19			
107120	09/04/2015	PRINTED	000251 ROWLAND'S WELDING &	5.64			
107121	09/04/2015	PRINTED	000336 KENDALL MURPHY	2,700.00			
107122	09/04/2015	PRINTED	000373 REBECCA J. WIMER	160.00			
107123	09/04/2015	PRINTED	000452 GULF COUNTY HEALTH DEPT.	300.00			
107124	09/04/2015	PRINTED	000478 STEEL CITY INC.	1,341.42			
107125	09/04/2015	PRINTED	000894 ST JOE RENT ALL INC.	2,762.10			
107126	09/04/2015	PRINTED	000931 PREBLE-RISH, INC.	2,400.00			
107127	09/04/2015	PRINTED	000949 SAM'S CLUB	90.00			
107128	09/04/2015	PRINTED	001002 FISHERS BUILDING SUPPLY	115.16			
107129	09/04/2015	PRINTED	001132 PRECISION COMMUNICATIONS	2,530.10			
107130	09/04/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	1,926.04			
107131	09/04/2015	PRINTED	001365 GARLICK ENVIRONMENTAL	405.00			
107132	09/04/2015	PRINTED	001377 FIRST COMMUNICATIONS	8,228.90			



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GULF COUNTY BCC  
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FOR: All Except Stale  
CLEARED BATCH CLEAR DATE

CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED
107133	09/04/2015	PRINTED	LERROY HILL COFFEE COMPANY	127.22
107134	09/04/2015	PRINTED	MARSHALL NELSON	15.00
107135	09/04/2015	PRINTED	BAYSHIDE LUMBER & BUILDING	1,361.87
107136	09/04/2015	PRINTED	HARRIS BUSINESS MACHINES	46.89
107137	09/04/2015	PRINTED	HAROLDS AUTO PARTS	3,704.71
107138	09/04/2015	PRINTED	HAROLDS AUTO PARTS	4,300.29
107139	09/04/2015	PRINTED	HAROLDS AUTO PARTS	28.76
107140	09/04/2015	PRINTED	DUREN'S PIGGLY WIGGLY	18.94
107141	09/04/2015	PRINTED	MARIANNA AUTO PARTS	937.81
107142	09/04/2015	PRINTED	DONNIE'S TOTAL PRIDE PEST	150.00
107143	09/04/2015	PRINTED	ST. JOSEPH BAY HUMANE SOC	3,798.00
107144	09/04/2015	PRINTED	G & C SUPPLY CO., INC.	193.45
107145	09/04/2015	PRINTED	ROBERT L. COLLINSWORTH	478.42
107146	09/04/2015	PRINTED	ESRI	6,500.00
107147	09/04/2015	PRINTED	BO KNOWS PEST CONTROL	45.00
107148	09/04/2015	PRINTED	OFFICE DEPOT, INC	320.68
107149	09/04/2015	PRINTED	BIG RIVER CYPRESS AND HAR	1,631.25
107150	09/04/2015	PRINTED	CAPITAL TRUCK, INC.	1,244.73
107151	09/04/2015	PRINTED	ADVANCE AUTO PARTS	7.98
107152	09/04/2015	PRINTED	QUADMED, INC.	555.90
107153	09/04/2015	PRINTED	DOMINO'S PAINT AND BODY	2,000.00
107154	09/04/2015	PRINTED	UNIFIRST CORPORATION	133.50
107155	09/04/2015	PRINTED	UNIFIRST CORPORATION	24.80
107156	09/04/2015	PRINTED	STATE OF FLORIDA	1,920.31
107157	09/04/2015	PRINTED	MARIANNA OFFICE SUPPLY CO	185.34
107158	09/04/2015	PRINTED	BOUND TREE MEDICAL, LLC	1,227.78
107159	09/04/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	168.18
107160	09/04/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	332.86
107161	09/04/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	1,178.49
107162	09/04/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	18,508.88
107163	09/04/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	37.22
107164	09/04/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	193.43
107165	09/04/2015	PRINTED	MEDIAACOM	132.04
107166	09/04/2015	PRINTED	MEDIAACOM-SOUTHEAST LLC	69.95
107167	09/04/2015	PRINTED	MEDIAACOM	199.95
107168	09/04/2015	PRINTED	SUMANEE RIVER SUPPLY, IN	959.44
107169	09/04/2015	PRINTED	SMILEY APIARIES, LLC	580.00
107170	09/04/2015	PRINTED	REBECCA L. NORRIS	25.00
107171	09/04/2015	PRINTED	REBECCA L. NORRIS	777.60
107172	09/04/2015	PRINTED	REBECCA L. NORRIS	175.72
107173	09/04/2015	PRINTED	REBECCA L. NORRIS	431.51
107174	09/04/2015	PRINTED	RAMSEYS' PRINTING & OFFIC	56.98
107175	09/04/2015	PRINTED	BLUE WATER OUTRIGGERS	56.94
107176	09/04/2015	PRINTED	MILLER HEATING & AIR COND	75.00
107177	09/04/2015	PRINTED	MRD ASSOCIATES, INC.	34,359.50
107178	09/04/2015	PRINTED	NEECE TIRE & AUTO SERVICE	2,150.70
107179	09/04/2015	PRINTED	SYSCO-GULF COAST	4,553.02
107180	09/04/2015	PRINTED	674 - FAIRPOINT COMMUNICA	189.24
107181	09/04/2015	PRINTED	FAIRPOINT COMMUNICATIONS	492.31
107182	09/04/2015	PRINTED	UPS	38.82
107183	09/04/2015	PRINTED	HD SUPPLY WATERWORKS, LTD	844.00
107184	09/04/2015	PRINTED	MCDANIEL SUPPLY COMPANY	338.00



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UNCLEARED

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED
107185	09/04/2015	PRINTED	005382 GULF COAST CHILDREN'S ADV	175.00
107186	09/04/2015	PRINTED	005383 TECH CARE X-RAY, LLC	210.00
107187	09/04/2015	PRINTED	005530 SMILEY'S DETAILING	95.00
107188	09/04/2015	PRINTED	005534 BT CONFERENCE VIDEO INC	1,076.73
107189	09/04/2015	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	223.91
107190	09/04/2015	PRINTED	005780 PANAMA ALTERNATOR & START	145.00
107191	09/04/2015	PRINTED	005936 XEROX CORPORATION	81.99
107192	09/04/2015	PRINTED	005936 XEROX CORPORATION	320.38
107193	09/04/2015	PRINTED	005936 XEROX CORPORATION	228.95
107194	09/04/2015	PRINTED	006009 ROK TECHNOLOGIES, INC	400.00
107195	09/04/2015	PRINTED	006119 DENNIS BARFIELD	38.74
107196	09/04/2015	PRINTED	006152 JENNIFER M. JENKINS	130.00
107197	09/04/2015	PRINTED	006198 SARAH PETER	14,000.00
107198	09/04/2015	PRINTED	006230 UNIVAR USA INC	60,093.30
107199	09/04/2015	PRINTED	006233 SOUTHERN RESCUE SYSTEMS,	897.68
107200	09/04/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	1,392.19
107201	09/04/2015	PRINTED	006341 WEWA OUTDOORS & PAWN LLC	11.85
107202	09/04/2015	PRINTED	006373 BILL CRAMER CHEVROLET	75.70
107203	09/04/2015	PRINTED	006386 GOOGLE INC.	13,897.59
107204	09/04/2015	PRINTED	006413 SANDERS APPLIANCE SERVICE	95.00
107205	09/04/2015	PRINTED	006461 RACHEL JACKSON	165.00
107206	09/04/2015	PRINTED	006479 DENNIS BARFIELD II	565.00
107207	09/04/2015	PRINTED	006505 NAYLOR, WILLIAM H	28.75
107208	09/04/2015	PRINTED	006511 HOLLEY, CHRISTOPHER	346.17
107209	09/04/2015	VOID	006508 *** NOT FOUND	.00
107210	09/04/2015	PRINTED	006518 THREAT TRACK SECURITY, IN	138.60
107211	09/11/2015	PRINTED	000151 GCEC	1,731.09
107212	09/11/2015	PRINTED	000186 DAVID RICHES IGA WEWA	56.09
107213	09/11/2015	PRINTED	000190 ST JOE HARDWARE	4.49
107214	09/11/2015	PRINTED	000194 ST JOE NATURAL GAS CO	22.34
107215	09/11/2015	PRINTED	000222 CITY OF WEWAHITCHKA	368.76
107216	09/11/2015	PRINTED	000666 BAY COUNTY BOARD COUNTY	2,946.00
107217	09/11/2015	PRINTED	004553 J.V. GANDER, DISTRIBUTORS	549.88
107218	09/11/2015	PRINTED	004568 MEDIACOM	162.29
107219	09/11/2015	PRINTED	004736 MARK COTHRAN	606.69
107220	09/11/2015	PRINTED	004930 FEDERAL EXPRESS CORP.	46.84
107221	09/11/2015	PRINTED	005684 VERIZON WIRELESS	787.32
107222	09/11/2015	PRINTED	005684 VERIZON WIRELESS SERVICES	10.06
107223	09/11/2015	PRINTED	005936 XEROX CORPORATION	132.29
107224	09/11/2015	PRINTED	005936 XEROX CORPORATION	119.81
107225	09/11/2015	PRINTED	005976 SNIFFEN & SPELLMAN, P.A.	84.00
107226	09/11/2015	PRINTED	006246 HALIFAX MEDIA GROUP	853.92
107227	09/11/2015	PRINTED	006246 JACKSON, KELLI	90.00
107228	09/11/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	487.30
107229	09/10/2015	PRINTED	000421 INT. UNION OF OPER. ENG.	157.50
107230	09/10/2015	PRINTED	004160 UNIFIRST CORPORATION	272.66
107231	09/10/2015	PRINTED	004290 UNITED WAY OF NORTHWEST F	54.00
107232	09/14/2015	PRINTED	006508 PANHANDLE SIGNAL, INC.	7,898.00
107233	09/14/2015	PRINTED	004360 FLORIDA COMBINED LIFE	6,895.12
107234	09/14/2015	PRINTED	004659 REBECCA L. NORRIS	5,951.48
107235	09/14/2015	PRINTED	005082 COMBENEFITS	1,355.76
107236	09/14/2015	PRINTED	006093 LEGALSHIELD	15.95



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
107237	09/17/2015	PRINTED	000101 ACTION FIRE & SAFETY	110.00			
107238	09/17/2015	PRINTED	000128 ROY LEE CARTER	200.00			
107239	09/17/2015	PRINTED	000153 GULF ARC, INC	160.25			
107240	09/17/2015	PRINTED	000183 QULL CORPORATION	100.87			
107241	09/17/2015	PRINTED	000186 DAVID RICHES IGA WEMA	71.34			
107242	09/17/2015	PRINTED	000186 DAVID RICHES IGA WEMA	269.93			
107243	09/17/2015	PRINTED	000189 ST JOE AUTO PARTS	2,178.10			
107244	09/17/2015	PRINTED	000189 ST JOE AUTO PARTS	77.34			
107245	09/17/2015	PRINTED	000189 ST JOE AUTO PARTS	15.94			
107246	09/17/2015	PRINTED	000190 ST JOE HARDWARE	693.98			
107247	09/17/2015	PRINTED	000190 ST JOE HARDWARE	96.32			
107248	09/17/2015	PRINTED	000194 ST JOE NATURAL GAS CO	25.86			
107249	09/17/2015	PRINTED	000203 SOUTHERN CLEANING SUPPLY	421.25			
107250	09/17/2015	PRINTED	000222 CITY OF WEWAHITCHKA	2,127.38			
107251	09/17/2015	PRINTED	000251 ROWLAND'S WELDING &	60.69			
107252	09/17/2015	PRINTED	000285 MOORE MEDICAL, LLC	226.10			
107253	09/17/2015	PRINTED	000312 THE WATER SPIGOT	5,570.00			
107254	09/17/2015	PRINTED	000495 THOMPSON TRACTOR CO.	1,041.79			
107255	09/17/2015	PRINTED	000537 CARPET COUNTRY	31.99			
107256	09/17/2015	PRINTED	000755 GALLS INC.	156.75			
107257	09/17/2015	PRINTED	000894 ST JOE RENT ALL INC.	900.24			
107258	09/17/2015	PRINTED	000931 PREBLE-RISH, INC.	49,905.36			
107259	09/17/2015	PRINTED	001002 FISHERS BUILDING SUPPLY	70.68			
107260	09/17/2015	PRINTED	001106 LEAF	185.17			
107261	09/17/2015	PRINTED	001132 PRECISION COMMUNICATIONS	192.50			
107262	09/17/2015	PRINTED	001141 CULLIGAN	35.00			
107263	09/17/2015	PRINTED	001141 CULLIGAN	102.50			
107264	09/17/2015	PRINTED	001141 CULLIGAN	10.00			
107265	09/17/2015	PRINTED	001141 CULLIGAN	7.95			
107266	09/17/2015	PRINTED	001141 CULLIGAN	83.90			
107267	09/17/2015	PRINTED	001141 CULLIGAN	44.70			
107268	09/17/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	1,061.20			
107269	09/17/2015	PRINTED	001301 FLUID POWER SALES, INC.	20.32			
107270	09/17/2015	PRINTED	001429 LEROY HILL COFFEE COMPANY	108.10			
107271	09/17/2015	PRINTED	001643 BAYSIDE LUMBER & BUILDING	5,093.35			
107272	09/17/2015	PRINTED	001648 HARRIS BUSINESS MACHINES	219.15			
107273	09/17/2015	PRINTED	001731 HAROLDS AUTO PARTS	1,278.38			
107274	09/17/2015	PRINTED	001731 HAROLDS AUTO PARTS	827.80			
107275	09/17/2015	PRINTED	001887 TIGER DIRECT	359.97			
107276	09/17/2015	PRINTED	001920 MED-TECH RESOURCE, INC.	177.12			
107277	09/17/2015	PRINTED	002029 DUREN'S PIGGLY WIGGLY	30.00			
107278	09/17/2015	PRINTED	002238 MARIANNA AUTO PARTS	754.34			
107279	09/17/2015	PRINTED	002455 DONNIE'S TOTAL PRIDE PEST	45.00			
107280	09/17/2015	PRINTED	002621 GAC CONTRACTORS	152,248.26			
107281	09/17/2015	PRINTED	002984 SAFETY PRODUCTS INC.	1,537.17			
107282	09/17/2015	PRINTED	003017 BO KNOWS PEST CONTROL	85.00			
107283	09/17/2015	PRINTED	003204 DEWAYNE STRADER	50.00			
107284	09/17/2015	PRINTED	003433 SHIRLEY JENKINS	84.49			
107285	09/17/2015	PRINTED	003484 OFFICE DEPOT, INC	268.20			
107286	09/17/2015	PRINTED	003532 CAPITAL TRUCK, INC.	2,267.75			
107287	09/17/2015	PRINTED	003764 COASTAL DESIGN & LANDSCAP	90.00			
107288	09/17/2015	PRINTED	004065 COMBINED INSURANCE SERVIC	1,600.00			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED
107289	09/17/2015	PRINTED	UNIFIRST CORPORATION	133.50
107290	09/17/2015	PRINTED	UNIFIRST CORPORATION	24.80
107291	09/17/2015	PRINTED	STATE OF FLORIDA	1,368.69
107292	09/17/2015	PRINTED	STATE OF FLORIDA	3,700.39
107293	09/17/2015	PRINTED	BOUND TREE MEDICAL, LLC	778.60
107294	09/17/2015	PRINTED	J.V. GANDER, DISTRIBUTORS	1,598.66
107295	09/17/2015	PRINTED	MEDIACOM	162.29
107296	09/17/2015	PRINTED	MEDIACOM- SOUTHEAST LLC	109.95
107297	09/17/2015	PRINTED	RAMSEYS' PRINTING & OFFIC	1,980.71
107298	09/17/2015	PRINTED	MILLER HEATING & AIR COND	150.00
107299	09/17/2015	PRINTED	NEECE TIRE & AUTO SERVICE	1,114.65
107300	09/17/2015	PRINTED	FIRST IN SERVICES, LLC	8,833.77
107301	09/17/2015	PRINTED	SHERWIN-WILLIAMS	29.53
107302	09/17/2015	PRINTED	SYSCO-GULF COAST	4,566.64
107303	09/17/2015	PRINTED	FAIRPOINT COMMUNICATIONS	2,463.46
107304	09/17/2015	PRINTED	UPS	7.05
107305	09/17/2015	PRINTED	HD SUPPLY WATERWORKS, LTD	617.44
107306	09/17/2015	PRINTED	ALERT ALL CORP.	692.00
107307	09/17/2015	PRINTED	GULF STATE CHEMICAL & WE	565.50
107308	09/17/2015	PRINTED	DERWATEC DIRECT	328.98
107309	09/17/2015	PRINTED	EMS CONSULTANTS, LTD	4,350.17
107310	09/17/2015	PRINTED	AMERIGAS-APALACHICOLA	46.00
107311	09/17/2015	PRINTED	ST. JOE ELECTRIC SUPPLY	1,142.86
107312	09/17/2015	PRINTED	VERIZON WIRELESS	1,952.47
107313	09/17/2015	PRINTED	VERIZON WIRELESS	50.39
107314	09/17/2015	PRINTED	VERIZON WIRELESS	41.44
107315	09/17/2015	PRINTED	DOLLAR GENERAL CHARGE SAL	66.55
107316	09/17/2015	PRINTED	C F SIGN & STAMP CO.	26.00
107317	09/17/2015	PRINTED	XEROX CORPORATION	118.15
107318	09/17/2015	PRINTED	KONICA MINOLTA BUSINESS S	102.89
107319	09/17/2015	VOID	*** NOT FOUND	45.00
107320	09/17/2015	PRINTED	DIGITAL NOW, INC.	1,000.00
107321	09/17/2015	PRINTED	THREADED FASTENERS, INC	362.18
107322	09/17/2015	PRINTED	DUKE ENERGY FLORIDA, INC.	1,732.12
107323	09/17/2015	PRINTED	INDEPENDENT HEALTH SERVIC	824.75
107324	09/17/2015	PRINTED	WEWA OUTDOORS & PAWN LLC	75.38
107325	09/17/2015	PRINTED	LIBERTY CO CLERKS OFFICE	20,280.00
107326	09/17/2015	PRINTED	WASTE PRO OF FLORIDA, INC	543.00
107327	09/17/2015	PRINTED	MODULAR DOCUMENT SOLUTION	478.06
107328	09/17/2015	PRINTED	SIGNWORKS OF PC	60.00
107329	09/17/2015	PRINTED	READY MIX USA	1,327.50
107330	09/24/2015	PRINTED	INT. UNION OF OPER. ENG.	157.50
107331	09/24/2015	PRINTED	UNITED WAY OF NORTHWEST F	54.00
107332	09/25/2015	PRINTED	GCEC	2,814.83
107333	09/25/2015	PRINTED	GULF COUNTY SHERIFFS	139.15
107334	09/25/2015	PRINTED	CITY OF PORT ST JOE	4,810.20
107335	09/25/2015	PRINTED	DAVID RICHES IGA WEWA	83.54
107336	09/25/2015	PRINTED	DAVID RICHES IGA WEWA	78.02
107337	09/25/2015	PRINTED	ST JOE AUTO PARTS	1,196.35
107338	09/25/2015	PRINTED	ST JOE HARDWARE	684.62
107339	09/25/2015	PRINTED	ST JOE HARDWARE	180.42
107340	09/25/2015	PRINTED	ST JOE HARDWARE	6.28



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CHECK #	CHECK DATE	CHECK TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
107341	09/25/2015	PRINTED	000194 ST JOE NATURAL GAS CO	158.30			
107342	09/25/2015	PRINTED	000215 WALLACE PUMP & SUPPLY	345.48			
107343	09/25/2015	PRINTED	000222 CITY OF WEWAHITCHKA	2,765.82			
107344	09/25/2015	PRINTED	000278 BOARD COUNTY COMMISSIONER	668.78			
107345	09/25/2015	PRINTED	000285 MOORE MEDICAL, LLC	310.51			
107346	09/25/2015	PRINTED	000506 DOLOMITE, INC.	1,420.52			
107347	09/25/2015	PRINTED	000561 KONE INC.	117.76			
107348	09/25/2015	PRINTED	000638 LIGHTHOUSE UTILITIES	242.29			
107349	09/25/2015	PRINTED	000839 GULF CO. TRANSPORTATION	1,539.50			
107350	09/25/2015	PRINTED	000894 ST JOE RENT ALL INC.	2,487.01			
107351	09/25/2015	PRINTED	000931 PREBLE-RISH, INC.	25,916.25			
107352	09/25/2015	PRINTED	001132 PRECISION COMMUNICATIONS	30.00			
107353	09/25/2015	PRINTED	001141 CULLIGAN	28.50			
107354	09/25/2015	PRINTED	001141 CULLIGAN	16.50			
107355	09/25/2015	PRINTED	001162 TEK DISTRIBUTORS, INC.	175.57			
107356	09/25/2015	PRINTED	001318 MIZE PLUMBING, GLASS AND	313.99			
107357	09/25/2015	PRINTED	001604 MARSHALL NELSON	15.00			
107358	09/25/2015	PRINTED	001604 MARSHALL NELSON	15.00			
107359	09/25/2015	PRINTED	001643 BAYSIDE LUMBER & BUILDING	9,073.99			
107360	09/25/2015	PRINTED	001648 HARRIS BUSINESS MACHINES	46.89			
107361	09/25/2015	PRINTED	001731 HAROLDS AUTO PARTS	1,702.13			
107362	09/25/2015	PRINTED	001731 HAROLDS AUTO PARTS	613.05			
107363	09/25/2015	PRINTED	001811 BAY COUNTY SOLID WASTE	713.90			
107364	09/25/2015	PRINTED	001908 BAY LINCOLN DODGE CHRYSLER	117.23			
107365	09/25/2015	PRINTED	001920 MED-TECH RESOURCE, INC.	434.15			
107366	09/25/2015	PRINTED	002102 TAUNTON'S LLC	4,115.00			
107367	09/25/2015	PRINTED	002258 MARIANNA AUTO PARTS	633.70			
107368	09/25/2015	PRINTED	003321 HILL MANUFACTURING CO	240.00			
107369	09/25/2015	PRINTED	003365 CARMEN L. MCLEMORE	400.00			
107370	09/25/2015	PRINTED	003484 OFFICE DEPOT, INC	61.03			
107371	09/25/2015	PRINTED	003490 QUEST DIAGNOSTICS	136.72			
107372	09/25/2015	PRINTED	003532 CAPITAL TRUCK, INC.	541.56			
107373	09/25/2015	VOID	004058 *** NOT FOUND	.00			
107374	09/25/2015	PRINTED	004160 UNIFIRST CORPORATION	66.75			
107375	09/25/2015	PRINTED	004160 UNIFIRST CORPORATION	12.40			
107376	09/25/2015	PRINTED	004568 MEDIACOM	125.32			
107377	09/25/2015	PRINTED	004568 MEDIACOM	199.95			
107378	09/25/2015	PRINTED	004659 REBECCA L. NORRIS	10.00			
107379	09/25/2015	PRINTED	004660 RAMSEYS' PRINTING & OFFIC	1,896.90			
107380	09/25/2015	PRINTED	004964 NEECE TIRE & AUTO SERVICE	1,406.00			
107381	09/25/2015	PRINTED	005123 FIRST IN SERVICES, LLC	1,226.95			
107382	09/25/2015	PRINTED	005231 PENSACOLA RADIOLOGY	385.00			
107383	09/25/2015	PRINTED	005261 SYSCO-GULF COAST	1,913.38			
107384	09/25/2015	PRINTED	005264 674 - FAIRPOINT COMMUNICA	1,899.62			
107385	09/25/2015	PRINTED	005264 FAIRPOINT COMMUNICATIONS	42.07			
107386	09/25/2015	PRINTED	005282 UPS	14.92			
107387	09/25/2015	PRINTED	005429 GULF STATE CHEMICAL & WE	269.60			
107388	09/25/2015	PRINTED	005434 DERMATEC DIRECT	239.49			
107389	09/25/2015	PRINTED	005473 TOWAN KOPINSKY	115.00			
107390	09/25/2015	PRINTED	005597 VINCENT IVERS, M.D.	300.00			
107391	09/25/2015	PRINTED	005609 MELANIE G. TAYLOR	558.90			
107392	09/25/2015	PRINTED	005640 ST. JOE ELECTRIC SUPPLY	291.25			



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107393	09/25/2015	PRINTED	XEROX BUSINESS SERVICES,	4,658.47
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107395	09/25/2015	PRINTED	COBRA ADMINISTRATIVE SOLU	154.80
107396	09/25/2015	PRINTED	WARD MCDANIEL	400.00
107397	09/25/2015	PRINTED	MEXICO BEACH MARINA	2,950.00
107398	09/25/2015	PRINTED	KONICA MINOLTA BUSINESS S	39.75
107399	09/25/2015	PRINTED	GULF COAST STATE COLLEGE	1,010.50
107400	09/25/2015	PRINTED	JENNIFER M. JENKINS	115.00
107401	09/25/2015	PRINTED	MICHELLE CHILDS	26.14
107402	09/25/2015	PRINTED	ONE WAY FITNESS CENTER	350.00
107403	09/25/2015	PRINTED	DUKE ENERGY FLORIDA, INC.	14,843.98
107404	09/25/2015	PRINTED	INDEPENDENT HEALTH SERVIC	91.50
107405	09/25/2015	PRINTED	WEWA OUTDOORS & PAWN LLC	29.94
107406	09/25/2015	PRINTED	CALHOUN-LIBERTY HOSPITAL	1,122.00
107407	09/25/2015	PRINTED	PLANET TECHNOLOGIES, INC.	200.00
107408	09/25/2015	PRINTED	FLORIDA'S GREAT NORTHWEST	1,000.00
107409	09/25/2015	PRINTED	CAMCOR, INC.	870.95
107410	09/28/2015	PRINTED	ROBERTS & ROBERTS, INC	250,404.69
107411	09/30/2015	PRINTED	GCEC	1,695.84
107412	09/30/2015	PRINTED	ST JOE AUTO PARTS	543.90
107413	09/30/2015	PRINTED	ST JOE HARDWARE	1,143.43
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107416	09/30/2015	PRINTED	ST JOE NATURAL GAS CO	1,174.01
107417	09/30/2015	PRINTED	TRACTOR & EQUIPMENT CO	579.38
107418	09/30/2015	PRINTED	CITY OF WEWAHITCHKA	66.01
107419	09/30/2015	PRINTED	GULF CO PUBLIC HEALTH	50.00
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107422	09/30/2015	PRINTED	ST JOE RENT ALL INC.	27.40
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107426	09/30/2015	PRINTED	TEK DISTRIBUTORS, INC.	211.45
107427	09/30/2015	PRINTED	MIZE PLUMBING, GLASS AND	18.74
107428	09/30/2015	PRINTED	WARREN J. YEAGER	163.86
107429	09/30/2015	PRINTED	LEROY HILL COFFEE COMPANY	110.64
107430	09/30/2015	PRINTED	BAYSIDE LUMBER & BUILDING	311.26
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107438	09/30/2015	PRINTED	5 STAR COLLISION CENTRE,	1,356.31
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107441	09/30/2015	PRINTED	BEARD EQUIPMENT CO.	499.00
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107443	09/30/2015	PRINTED	UNIFIRST CORPORATION	66.75
107444	09/30/2015	PRINTED	UNIFIRST CORPORATION	12.40



10/21/2015 09:46  
838dlyle

GULF COUNTY BCC  
AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 00100 10110  
CHECK # CHECK DATE TYPE VENDOR NAME

FOR: All Except State  
CLEARED BATCH CLEAR DATE

UNCLEARED

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107456	09/30/2015	PRINTED	005069 COASTAL METAL ROOFING, IN	658.12
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107464	09/30/2015	PRINTED	005780 PANAMA ALTERNATOR & START	4,235.00
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107466	09/30/2015	VOID	006009 *** NOT FOUND	400.00
107467	09/30/2015	PRINTED	006151 DUSTY ALFORD	294.46
107468	09/30/2015	PRINTED	006166 THREADED FASTENERS, INC	25.15
107469	09/30/2015	PRINTED	006180 RENTAL, LLC	80.33
107470	09/30/2015	PRINTED	006257 DUKE ENERGY FLORIDA, INC.	260.22
107471	09/30/2015	PRINTED	006417 CLARKE EQUIPMENT/DOOSAN I	204,767.25
107472	09/30/2015	PRINTED	006433 SANDY QUINN	110.40
107473	09/30/2015	PRINTED	006519 AGGREGATES USA-GA DIVISIO	4,652.33
107474	09/30/2015	PRINTED	006521 ACCESS WIRELESS DATE SOLU	1,573.90
107475	09/30/2015	PRINTED	006524 FACILITYDUDE.COM	7,090.00

395 CHECKS CASH ACCOUNT TOTAL 2,172,510.25

CLEARED BATCH CLEAR DATE

UNCLEARED

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10/21/2015 09:46  
838dlyle

GULF COUNTY BCC  
AP CHECK RECONCILIATION REGISTER



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UNCLEARED                      CLEARED

395 CHECKS                      FINAL TOTAL                      2,172,510.25                      .00

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

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

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

Memorandum

To: Gulf County Board of County Commissioners  
From: Jeremy T.M. Novak, County Attorney  
CC: County Administrator, Don Butler  
Date: 10/18/2015  
Re: Authorization for advertising of proposed MSTU Resolutions for Bond Referendum

Pursuant to the initial authorizing vote and direction of the Gulf County Board of County Commission on September 22, 2015, the attached proposed resolutions and corresponding notice of public hearing and advertisement have been prepared for your review and authority to commence.

Pursuant to Florida Statute 197.3632, the attached resolutions shall be advertised by title through the attached notice consistent with statutory requirements for four consecutive weeks leading up to the public hearing on December 8<sup>th</sup>, 2015 for the consideration and adoption of these resolutions.

Adopted in open session this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ Date \_\_\_\_\_  
Chairman of the Gulf County Board of County Commissioners

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

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 09/15/15 BY 60322 UC/STP

15 OCT 21 PM 12:06

10/27/15 34 BS

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Gulf County Board of County Commissioners through this public notice of intent shall hold a public hearing on Tuesday, December 8<sup>th</sup> at 9:00 a.m. during a regular County Commission meeting held in the Commissioner's meeting room at the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida to introduce, read and consider for enactment the following (3) County Resolutions pursuant to Chapter 125, Florida Statutes with the following titles:

**1.  
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, CALLING A BOND REFERENDUM WITH RESPECT TO THE CAPE SAN BLAS BAYSIDE MUNICIPAL SERVICES TAXING UNIT CREATED BY GULF COUNTY ORDINANCE 2005-27 AND AMENDMENTS THEREAFTER, FOR THE ISSUANCE OF LIMITED GENERAL OBLIGATION BONDS TO FINANCE BEACH NOURISHMENT; AND PROVIDING AN EFFECTIVE DATE.**

**2.  
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, CALLING A BOND REFERENDUM WITH RESPECT TO THE CAPE SAN BLAS GULFSIDE INTERIOR MUNICIPAL SERVICES TAXING UNIT CREATED BU GULF COUNTY ORDINANCE 2005-26 AND AMENDMENTS THEREAFTER, FOR THE ISSUANCE OF LIMITED GENERAL OBLIGATION BONDS TO FINANCE BEACH NOURISHMENT; AND PROVIDING AN EFFECTIVE DATE.**

**3.  
RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, CALLING A BOND REFERENDUM WITH RESPECT TO THE CAPE SAN BLAS GULFSIDE BEACHFRONT MUNICIPAL SERVICES TAXING UNIT CREATED BY GULF COUNTY ORDINANCE 2005-25 AND AMENDMENTS THEREAFTER, FOR THE ISSUANCE OF LIMITED GENERAL OBLIGATION BONDS TO FINANCE BEACH NOURISHMENT; AND PROVIDING AN EFFECTIVE DATE.**

\*Complete Resolutions on file in the Clerk's Office\*

All interested persons may appear and be heard with respect to the proposed Resolutions. Pursuant to 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.

Americans with Disabilities Act

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the County at least 3 days before the workshop/meeting/ hearing by contacting: County Administrators Office at (850) 229-6106. If you are hearing or speech impaired, please contact Gulf County by utilizing and making the necessary arrangements with the Florida Coordination Council for the Deaf and Hard of Hearing at 866-602-3275.

The Resolutions shall take effect immediately upon their adoption by the Board of County Commissioners at the public hearing.

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

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

BY: WARD MCDANIEL, CHAIRMAN

*Administrative:*

Ad Dates: November 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup> and 24<sup>th</sup>, 2015 in The News Herald pursuant to F.S. 197.3632

Ad #2015-\_\_\_\_

Publish in as general advertisement and not in the legal advertisement or classified section

Invoice: Gulf County Board of County Commissioners

Additional posting per request and direction of County Administration and County Attorney’s offices:  
Public posting on Gulf County Courthouse, Gulf County Administration Building entrance, Gulf County Commission website all before or on the dates provided for publication and notice



a statement that they are not making any changes for the coming plan year, and if waiving participation, should sign a waiver. Mid-year election changes are only allowed if (1) a qualified event has occurred and (2) the change requested is on account of and consistent with the event. A change verification form should be signed by the employee (see the Administration Guide for further guidance). Election forms must be maintained for a period of at least three years for audit purposes, and longer if you are subject to ERISA regulations. ERISA regulations require that records be maintained for a period of at least six years; *the plan document and any amendments thereto must be maintained permanently.*

- It is very important that you review the Section 125 Administration Guide and, if applicable, the URM Policy, and Recordkeeping Terms and Conditions. You are provided with the Recordkeeping Agreement with each plan document you receive. The Administration Guide and URM Policy are available on our website, <http://www.americanfidelity.com/for-employers.aspx>. You will be prompted for a password to access each document. The password is 'sect125'. Once opened you may view and/or print. If you do not have internet access, please contact us to have the documents mailed to you.

**If your Section 125 cafeteria plan includes flexible spending accounts, the following may clarify frequent areas of concern:**

- Changes in the Health Flexible Spending Account (Health FSA) (also know as Unreimbursed Medical) – When American Fidelity assumes the risk on the Health FSA, participants will not be allowed to make mid-year election changes for any reason except for termination of employment. No other change of status will be accepted. Employers who assume their own risk can refer to the Section 125 Administration Guide for qualified mid-year election changes.
- Leave of Absence (LOA) – During an unpaid leave of absence, contributions to the Health FSA account may either be pre-taxed in advance prior to the LOA, made on an after-tax basis while out on leave, or upon return to work, may be prorated over the remaining pay periods. Contributions must continue in order for coverage to continue.
- Options at Termination of Employment – Terminating participants in the Health FSA must be offered COBRA, as follows: if the employer makes no contributions to the Health FSA and if the employee is exempt from HIPAA (has other medical coverage), then you are only required to offer COBRA through the end of the cafeteria plan year. As of the date of termination, if the employee has taken more out of the account than he has contributed, then you do not have to offer any COBRA coverage.

Please refer to the administration guide for more information. Once again we look forward to assisting you with your Section 125 plan. Please call us at 1-800-437-1011 any time you have questions.

Sincerely,  
The Section 125 Administration Department

ResvCoverLtr-0514

**SAMPLE PLAN DOCUMENT  
SECTION 125  
FLEXIBLE BENEFIT PLAN**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*

**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	GULF COUNTY BOARD OF COUNTY COMMISSIONERS
<b>Address:</b>	1000 CECIL G COSTIN SR BLVD PORT SAINT JOE, FL 32456
<b>Employer Identification Number:</b>	59-6000627
<b>Nature of Business:</b>	MUNICIPALITY
<b>Name of Plan:</b>	GULF COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFIT PLAN
<b>Plan Number:</b>	501

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	February 13, 1990
<b>If Amendment to existing plan, effective date of amendment:</b>	October 1, 2015

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following 30 days of service.
---------------------------	--

<b>Minimum Hours:</b>	All employees with 30 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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<b>Age:</b>	Minimum age of 0 years.
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**D. PLAN YEAR**

The current plan year will begin on October 1, 2015 and end on September 30, 2016. Each subsequent plan year will begin on October 1 and end on September 30.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials.

Employer paid \$20,000 for Group Life & AD&D coverage for each employee. If an employee opts out of coverage he/she may receive \$200.00 per month as taxable cash.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will be paid to the Participant as taxable cash.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

75% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company Accident Only Plan and  
Hospital Indemnity  
Public Risk Management of Florida/Florida Blue**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company C-10 and Subsequent  
Policies**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Florida Combined Life Dental  
National Vision Administrators, LLC**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

**The Standard**

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, **may not** exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ N/A per Plan Year

Maximum Contribution - \$ N/A per Plan Year

Recordkeeper: N/A

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ N/A per Plan Year

Maximum Coverage - \$ N/A per Plan Year

Recordkeeper:

Restrictions:

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan N/A elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan N/A elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) N/A elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan N/A elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **As designated by the employee and mutually agreed upon by the employer.**

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Florida. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GULF COUNTY BOARD OF COUNTY COMMISSIONERS**  
(Name of Employer)

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**APPENDIX A**

**Related Employers that have adopted this Plan**

- Name(s):**
- GULF COUNTY SHERIFF'S OFFICE**
- GULF COUNTY PROPERTY APPRAISERS**
- GULF COUNTY SUPERVISOR OF ELECTIONS**
- GULF COUNTY TAX COLLECTORS OFFICE**
- GULF COUNTY CLERK OF COURTS**

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**

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## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- |       |                      |   |
|-------|----------------------|---|
| 2.01  | <b>Administrator</b> | The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).   |
| 2.02  | <b>Beneficiary</b>   | Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.  |
| 2.02A | <b>Carryover</b>     | The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).   |
| 2.03  | <b>Code</b>          | Internal Revenue Code of 1986, as amended.  |
| 2.04  | <b>Dependent</b>     | Any of the following:<br>(a) <u>Tax Dependent</u> : A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom |

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	<b>Effective Date</b>	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	<b>Elective Contribution</b>	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	<b>Eligible Employee</b>	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	<b>Employee</b>	Any person employed by the Employer on or after the Effective Date.
2.09	<b>Employer</b>	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	<b>Employer Contributions</b>	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	<b>Entry Date</b>	The date that an Employee is eligible to participate in the Plan.
2.12	<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	<b>Fiduciary</b>	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	<b>Health Savings Account</b>	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	<b>HSA Trustee</b>	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	<b>Highly Compensated</b>	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	<b>High Deductible Health Plan</b>	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	<b>HIPAA</b>	The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item

F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
  - (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
  - (c) The date of termination of the Plan; or
  - (d) The first date a Participant fails to pay required contributions while on a leave of absence.
- 3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.
- 3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

### CONTRIBUTIONS

- 4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
  - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
  - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
  - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
  - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

- (b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.
- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income

under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled."

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount,

(ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.
- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## SECTION VII

### GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## SECTION VIII

### MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.
- 8.03 TERMS, CONDITIONS, AND LIMITATIONS:
- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
  - (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
  - (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
  - (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
  - (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue

to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.
- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the

foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
  - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription;
  - and
  - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a

Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- (a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer’s major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper’s identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee’s wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

- (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

(d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

## SECTION IX

## DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
  - (b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
  - (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
  - (d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
  - (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account

administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- (a) "Dependent" (for purposes of this Section IX) means any individual who is:
  - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
  - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- (b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
  - (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- (c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
  - (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as

the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- (a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
  - (b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

## SECTION XI

### AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## SECTION XII

### ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
  - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
  - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No

Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such

claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- (b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- (c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an “internal rule, guideline, protocol, or other similar criterion” in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request,” and
5. A statement of the Participant’s right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);

- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

## SECTION XIII

### MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
  - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 1214

**Professional Services Agreement**  
 For Emergency Management Training  
 Provided by Disasters, Strategies & Ideas Group, LLC

This Agreement, made this 19th Day of October, 2015, by and between Disasters, Strategies and Ideas Group, LLC, a Florida Limited Liability Company, whose address is P.O. Box 12333, Tallahassee, Florida 32317, and hereinafter referred to as "Contractor" or "DSI" and the Gulf County Board of County Commissioners, with its principle place of business located at 1000 Cecil Costin, Sr. Blvd., Room 312, Port St. Joe, Florida 32456, and hereinafter referred to as "County." Disasters, Strategies and Ideas Group, LLC is hereby recognized as the awarded bidder for the Gulf County RFP #2015-68 (develop and conduct four separate training sessions on the response and recovery for key agencies with disaster related responsibilities). The "Contractor" shall develop and conduct four training sessions, per the task authorization/scope of work guidelines in Exhibit "C".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. SERVICES:** Contractor agrees to provide the services as detailed and itemized in the attached Task Authorization/Scope of Work Guidelines in Exhibit "C." The Contractor will commence the work required by the Contract Documents immediately after the execution date of necessary contract documents including but not limited to the necessary attachments, exhibits and submissions of required company documentation prior to commencement. The term "CONTRACT DOCUMENTS" shall mean and includes the following:

- (A) NOTICE OF AWARD AND ACCEPTANCE
- (B) AGREEMENT AND EXHIBITS
- (C) NOTICE TO PROCEED (if applicable)
- (D) APPLICATIONS AND CERTIFICATIONS FOR PAYMENT
- (E) REQUIRED INSURANCE DECLARATIONS AND ENDORSEMENTS
- (F) CHANGE ORDERS

**II. NOTICE:** Pursuant to this agreement, any notices shall be in writing by U.S. Mail, certified return receipt requested, addressed as follows:

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

Disasters, Strategies and Ideas Group, LLC  
 c/o Linda Berry  
 P.O. Box 12333  
 Tallahassee, Florida 32317

**III. SEVERABILITY:** If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

**IV. INDEMNIFICATION, LIMITED LIABILITY AND HOLD HARMLESS:** In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience for scope of work and/or services it is being hired to perform. The County is relying on these warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to hold County harmless from any and all damages and liability caused by Contractor and its negligence with regard to its professional performance and services. Further, Contractor agrees to indemnify and hold harmless the County and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by Contractor of any of the agreements, representations, or warranties of Contractor contained in this Contract, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission of Contractor, its agents or employees, in connection with Contractor's provision of services and obligations contemplated by this Contract. The indemnity obligation of Contractor under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Contract, Gulf County explicitly does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to Gulf County.

The Contractor shall take due diligence at all times to act within the scope of its professional standards and best practices and other applicable industry guidelines, laws and regulations. Furthermore, the Contractor shall secure any and all proper instruction, authorization and approval of the Gulf County Board of County Commissioners for procedures and requirements with County policy and spending authority and approval.

**V. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Gulf County, its executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of the appropriate Gulf County officials.

**VI. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Contractor shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Contractor agrees to indemnify and hold harmless the County from and against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Contractor to obtain such approval. This Agreement is made expressly subject to the mutual acknowledgement that both Contractor and County expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

A. Contractor shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its services pursuant to this Contract and shall upon request of the County secure documents evidencing compliance therewith.

B. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Gulf County, Florida.

**VII. PERMITS AND LICENSES:** Contractor shall obtain and maintain, at its own expense, all necessary permits and licenses to perform fully hereunder unless otherwise forbidden by another applicable statute, rule or otherwise.

**VIII. MUTUAL CANCELLATION:** In the event of fire, accidents, strikes, delay, flood, acts of God, which preclude Contractor from timely completion of the services, the County may agree hereto release the Contractor from any and all performance of the covenants herein and from damages resulting from breach hereof if and only if the County consents, acknowledges and confirms in writing this action.

**IX. COMPLAINTS:** In the event that the County has a complaint concerning the work, or any material or service used in or pursuant to the scope of work and/or services, or of the conduct of the Contractor, or any act or omission of Contractor or its agents, either directly or indirectly, without limitation, County shall make complaint known to Contractor in writing by certified mail to Contractor's address as set forth above, within one hundred and twenty days (120) days after the date of the completion of the services.

**X. PAYMENT TERMS:** County shall pay Contractor a sum of SIXTEEN THOUSAND and no/100 Dollars (\$16,000.00) inclusive of all applicable taxes according to the terms and conditions set forth in the task authorization and scope of work/services provided by Contractor for providing the services. Payment shall be made within 30 days, contingent upon approval by the County, for compliance with this agreement and the quality assurance conditions set forth below. The terms, fee schedule and deliverables for this emergency management agreement are defined and detailed under Exhibit "C" attached hereto.

**XI. TAXES:** Contractor shall be responsible for all applicable taxes and fees associated with these activity/service costs.

**XII. DRUG-FREE WORKPLACE:** Contractor shall have a current and enforced substance abuse policy that holds its employees to the same rules of conduct and tests as the employees of the County as outlined in the Gulf County Drug-Free Workplace Program Policy.

**XIII. WORK PLACE, MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT:** Contractor shall furnish and supply all tools, materials, consumable supplies and equipment required in the performance of the emergency management tasks/activities/services in this contract.

**XIV. FORCE MAJURE:** Contractor shall not be liable for any delay in performance or nonperformance which is due to causes beyond Contractor's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond Contractor's reasonable control.

**XVIII. EQUAL EMPLOYMENT OPPORTUNITY:** Contractor acknowledges that Gulf County has adopted several policies that it must enforce and fully expects its vendors and contractors to comply in strict adherence as well. Accordingly, during the performance of these emergency management activities, Contractor agrees to comply with the requirements of Equal Employment

Opportunity, and Equal Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the county, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**XIX. MISCELLANEOUS TERMS:**

- A. Contractor shall acknowledge and adhere to the attached Gulf County Affirmation Action statement. (See attached Exhibit "A").
- B. Contractor shall acknowledge and adhere to the attached Gulf County ADA guidelines. (see attached Exhibit "B")
- C. Contractor shall acknowledge, execute, adhere and accept the Gulf County bid specifications/ Fee and Distribution Schedule, Terms of Service, Deliverables for Emergency Management Services (see attached Exhibit "C")
- D. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached Gulf County "Quality Assurance Agreement" attached hereto as Exhibit "D".
- E. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached Gulf County "Independent Contractor Acknowledgment and Agreement" attached hereto as Exhibit "E".
- F. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached Gulf County "Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement" attached hereto as Exhibit "F".
- G. Contractor shall provide with this executed agreement, proof and certification it is lawfully permitted to conduct business in the State of Florida and proof of its good standing with the office of the Florida Department of Corporations, Secretary of State and any and all necessary licensing for the performance of the scope of work and/or services.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

ATTEST:

\_\_\_\_\_  
Clerk/Deputy County Clerk

\_\_\_\_\_  
(Please Print)

GULF COUNTY BOARD OF COUNTY  
COMMISSIONERS:

BY: \_\_\_\_\_

NAME: Ward McDaniel, Chairman

APPROVE AS TO FORM:

\_\_\_\_\_  
Jeremy T.M. Novak, Gulf County Attorney

CONTRACTOR:

Disasters, Strategies and Ideas Group, LLC  
P. O. Box 12333  
Tallahassee, FL 32317-23336

ATTEST:

*Gloria Perryman*  
\_\_\_\_\_

NAME: Gloria Perryman  
(Please Print)

BY: *Linda Berry*  
\_\_\_\_\_

NAME: Linda Berry  
(Please Print)

**EXHIBIT "A"****Affirmative Action Statement**

The Contractor does hereby agree and acknowledge that the Gulf County Board of County Commissioners is an equal opportunity/affirmative action employer and does not discriminate with regard to age, race, creed, color, religion, sex, disability, pregnancy, medical condition, genetic information, marital status, sexual orientation, gender identity or expression, ancestry, national or ethnic origin, citizenship status, military status or status as a disabled veteran, or any legally recognized status entitled to protection under applicable federal, state, or local anti-discrimination laws.

This position applies to all employees and applicants for employment, and to all personnel decisions and related practices within the County, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, return from layoff, and all educational, social and recreational programs. The County makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the County's business.

The Affirmative Action Officer, Assigned County Administrative officer and/or Human Resources for the County manages the Gulf County Board of County Commissioners' equal employment and affirmative action compliance. All managers and supervisors will take an active part in the County's affirmative action instructions to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions.

Furthermore, Gulf County Board of County Commissioners will solicit the cooperation and support of all employees for the County's nondiscrimination policy. The Affirmative Action Officer, Assigned County Administrative officer and/or Human Resources has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the County's equal employment/affirmative action program. In accordance with federal law, the County's affirmative action program for the disabled and protected veterans is available for inspection in the Human Resources Department during regular business hours upon request.

The County does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant for exercising his/her rights under Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, or any other federal, state or local law requiring equal employment opportunity and/or affirmative action. These rights include opposing any unlawful employment practice, filing a complaint, or participating in an investigation or compliance evaluation.

By: Linda Berry

Printed Name: Linda Berry, President

Contractor: Disasters, Strategies and Ideas Group, LLC

**EXHIBIT "B"**

AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The Contractor does hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 USC. §121 *OJ* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the county from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

By: Linda Berry  
 Printed Name: Linda Berry, President  
 Contractor: Disasters, Strategies and Ideas Group, LLC

## EXHIBIT "C"

Gulf County Bid Specifications; Fee and Distribution Schedule, Terms of Service,  
Deliverables for Emergency Management Services and attached bid specs and contractor  
submitted proposals

### DSI Group, LLC Task Authorization Specifications are set forth below:

DSI Group, LLC will develop and conduct for Gulf County the following emergency management training sessions to ensure proper alignment with the State of Florida Division of Emergency Management, the National Preparedness Goals and the National Response Framework.

### Fee Structure and Distribution Schedule:

Agency Roles and Responsibilities  
Basic EOC Operations  
Recovery Operations  
Legal Aspects of Disaster Response and Recovery  
**Total Lump Sum - \$ 16,000.00**

**Payment will be made from the State Homeland Security Grant #15-DS-P4-02-33-01-279 upon completion of all training sessions.**

### Emergency Management Services shall include:

DSI Group, LLC shall develop and conduct four training sessions for the key agencies with disaster related EOC roles and responsibilities. The training sessions shall be designed around the response and recovery operations in the EOC and are as follows: **(1) Agency Roles and Responsibilities, (2) Basic EOC Operations, (3) Recovery Operations, to include Preliminary Damage Assessment and FEMA's Public Assistance Program and (4) Legal Aspects of Disaster Response and Recovery.** One of the objectives of the training will be to further familiarize the participants with their role and responsibilities during actual events.

### Scope of Deliverables and Work Specifications shall include those set forth below:

DSI Group, LLC shall be responsible for the development and delivery of four training sessions on the response and recovery of key agencies with disaster related responsibilities as well as providing all training related material. The contractor will document discussion during the training and identify further improvements that can be made in Gulf County's EOC Operations SOG.

DSI Group, LLC shall develop and conduct four training sessions designed around Gulf County specific agency roles and responsibilities and standard operating guidelines as follows:

- (1) Agency Roles and Responsibilities.**
- (2) Basic EOC Operations.**
- (3) Recovery Operations, to include Preliminary Damage Assessment and FEMA's Public Assistance Program.**
- (4) Legal Aspects of Disaster Response and Recovery.**

All training shall be completed before December 8, 2015. At the completion of the training the subcontractor will provide training notes and recommendations for improvement for each of these agencies by December 15, 2015.

Received, Acknowledged and Accepted by: *Linda Berry*  
Printed Name: Linda Berry, President  
Contractor: Disasters, Strategies and Ideas Group, LLC

**EXHIBIT "D"****QUALITY ASSURANCE AGREEMENT**

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE REQUIRED TO SIGN, COMPLY AND ABIDE BY THE QUALITY ASSURANCE AGREEMENT PROVIDED BELOW

Contractor: **DISASTERS, STRATEGIES AND IDEAS GROUP, LLC**

Address: 2050 Capital Circle NE, Suite D  
Tallahassee, FL 32308

Telephone #: 850-385-4013

Florida License #: NA

(If applicable)

Scheduled work date(s):

In return for the consent and assignment of Gulf County Board of County Commissioners (the "County" and or "GCBOCC") to provide independent contractor assignment and or award of this bid/quote for the specified, negotiated and pre-determined fee and other good and valuable consideration, I hereby state the following:

**1. AUTHORITY**

I, Linda Berry, as President of Disasters, Strategies and Ideas Group, LLC am legally authorized to sign contracts collectively hereinafter referred to as (the "Contractor").

**2. LICENSE (if applicable)**

I warrant and represent that my Contractor's license, as specified above, is valid and in full force and effect, compliant with all industry standard and regulations for the State of Florida and that it authorizes me to perform the licensed services contemplated for the assignment, award of grant/contract and or orders received from the County. I further warrant and represent that I will not exceed the limitations of my license, either in time or in scope.

**3. PERMITS & APPROVALS**

I warrant and represent that, prior to commencing work, I will have obtained, and will provide to the County, any and all necessary reports, quotes, change orders and approvals required by any County policy and or other governmental agencies or departments having jurisdiction over these subject services.

**4. INDEMNIFICATION/HOLD HARMLESS**

I agree to indemnify, defend, save, and hold harmless the County, its elected, appointed or hired official officers, directors, trustees and employees, from and against any and all loss, liability, and/or damage, including legal fees and costs, due to injury (including death) to any person, or from damage to any property, that may occur or be alleged to have occurred as a result, directly or indirectly, from performance of the contracted services and from any material or equipment furnished in connection therewith, or from the acts, misconduct, or omission by me and/or any party hired by me, or any party furnishing or performing such services or anyone directly or indirectly employed by any one of them or anyone for whose act they may be liable, regardless of whether it is caused in part by the County

Manager, or any of its elected, appointed or hired official officers, directors, trustees, employees, and agents.

**CONTRACTOR:**

By: Linda Berry  
Linda Berry, President, Disasters, Strategies and Ideas Group, LLC  
Tax Identification Number: 56-2369236

**WITNESS:**

Gloria Perryman  
Gloria Perryman

**EXHIBIT "E"**

## Independent Contractor Acknowledgement and Agreement

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE REQUIRED TO ACKNOWLEDGE RECEIPT, SIGN, COMPLY AND ABIDE BY THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT PROVIDED BELOW.

Contractor: DISASTERS, STRATEGIES AND IDEAS GROUP, LLC

Address: 2050 Capital Circle NE, Suite D  
Tallahassee, FL 32308

Telephone #: 850-385-4013

Florida License #: NA  
(If applicable)

In consideration of the Gulf County Board of County Commission ("County"), being a Florida governmental agency, engages DISASTERS STRATEGIES AND IDEAS GROUP, LLC ("Contractor") as an independent contractor at this time, and for other valuable consideration, receipt of which is hereby acknowledged upon full completion and satisfaction of the services requested, Contractor hereby covenants and agrees with the County as follows, and Contractor hereby intends to be legally bound by the following:

**1. Work and Compensation.** Contractor shall personally create for the County the work and services described in the Contractor's Agreement and for the compensation set forth in this Agreement and detailed by the agreement between these parties. Contractor understands that the compensation set forth in this agreement is the total compensation for services in creating the Work and providing the services listed and that Contractor shall not receive additional compensation of any kind at any time unless said agreement is memorialized in writing and executed by both parties to this agreement.

**2. Completion Schedule.** Contractor agrees to complete all work according to the schedule set forth by the Agreement.

**3. Documents, Materials and Supplies Belong to the County.** Contractor agrees that all books, drawings, property records, work papers, county owner lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, printouts and the studies, if any, that have led to this contract work are the exclusive property of the County. In addition, all papers, notes, data, reference material, documentation, programs, printouts, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the County and or its elected, appointed or hired official officers, directors, trustees, employees, and agents are the exclusive property of the County. Contractor shall immediately return said items to the County upon termination of its engagement or earlier at the County's request at any time.

**4. Independent Contractor Relationship.** Contractor is in business as a Corporation and the tax identification number is set forth below with the signature of an authorized officer and signer. Contractor is an independent contractor and not an employee, servant, agent, partner or joint venturer of the County. The County shall determine the work to be done by the contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the County. Contractor shall furnish its own labor, equipment and materials. The County is not responsible for withholding,

and shall not withhold. FICA or other employment taxes of any kind from any payments which it owes Contractor. The County shall issue a 1099 rather than a W-2 form. Contractor is not entitled to receive any benefits which employees of the County are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of your work for the County. Contractor shall maintain any required occupational licenses in Gulf County throughout the term of its engagement. Contractor shall furnish the County and/or its management/administration with current certificates and proofs of payment that it has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the County may require of it from time to time.

5. **Representations.** Contractor hereby represents and agrees that: it has the right to enter into this Agreement; its engagement with the County does not violate any other contract or covenant that it has made with any other person, firm or entity.

6. **Term.** This Agreement is effective as of the date the Contractor begins performing services for the County (within 10 days of the executed date of the Notice to Proceed) and shall continue in effect until the completion of the services in accordance with the Agreement and attached Exhibits detailing the scope and term for the services.

7. **Miscellaneous.** Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The Contractor may waive a provision of the Agreement only in a writing signed by an authorized signer on behalf of the County and specifically stating what is waived. The rights of the County under the Agreement may be assigned, but Contractor may not assign its rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future employment or future engagement and does not change the fact that Contractor's engagement may be terminated at any time by the County. This Agreement is null and void after Contractor's engagement terminates. No change, addition, deletion or amendment of this or any Agreement shall be valid or binding upon the County unless in writing and signed by an authorized person on behalf of the County. This Agreement in addition to the other terms and agreements supersede and replace any other agreement between the County and the Contractor. This Agreement shall be governed by Florida law. The parties agree that Gulf County, Florida, is proper venue for any action arising out of this Agreement. The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorney's fees from the other party for all matters, including but not limited to appeals.

**The Contractor hereby accepts and agrees to this Independent Contractor Agreement.**

Contractor: Linda Berry  
By: Linda Berry, as President of Disasters Strategies & Ideas Group, LLC  
Tax Identification number: 56-2369236

Witness: Gloria Perryman  
Printed Name: Gloria Perryman

**EXHIBIT "F"**

## Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE PREMISED ON YOUR REPRESENTATIONS TO THIS GULF COUNTY BOARD OF COUNTY COMMISSION AND YOUR REQUIRED ACKNOWLEDGMENT FOR THE RECEIPT, REVIEW, EXECUTION AND STRICT COMPLIANCE AND TO ABIDE BY THE TERMS OF THIS TRUTH IN NEGOTIATION AND CONFLICT OF INTEREST AGREEMENT PROVIDED BELOW.

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Contractor shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

The Contractor represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being **provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Contractor. The County Representative agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notice by the Contractor.**

Such determination may be appealed to the Board of County Commissioners by the Contractor within thirty (30) days of the County Representative's notice to the Contractor. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County Representative or County shall

so state in the notice and the Consultant shall, at its option, enter into said association, interest or

circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

The Contractor hereby accepts and agrees to this Truth in Negotiation and Conflict of Interest Acknowledgment and Agreement.

**CONTRACTOR:**

By: Linda Berry  
Linda Berry, President, Disasters, Strategies and Ideas Group, LLC  
Tax Identification Number: 56-2369236

**WITNESS:**

Gloria Perryman  
Gloria Perryman

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

Donald Butler, Chief Administrator  
1000 CECIL G. COSTIN SR BLVD. ROOM 302 PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-6106/639-6700 • FAX (850) 229-9252 • EMAIL: dbutler@gulfcountry-fl.gov  
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 A.M. E.T.

MEMORANDUM

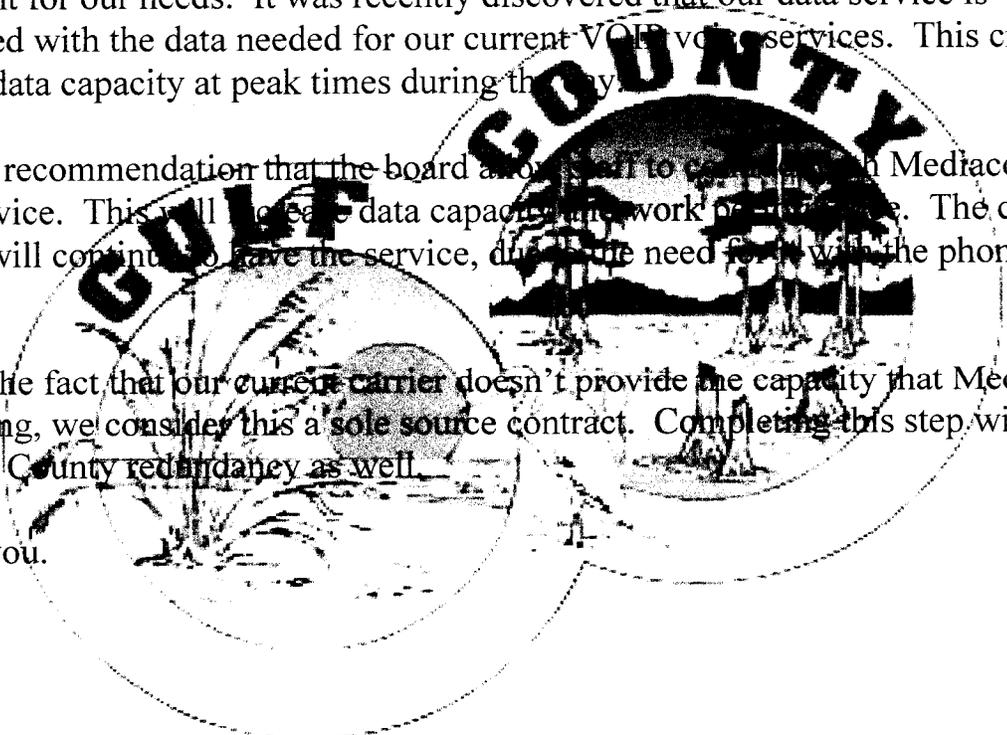
TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
FROM: LYNN LANIER  
RE: COMMUNICATIONS-DATA  
DATE: OCTOBER 19, 2015

Staff have indicated that the current data capacity that we have with AT&T isn't sufficient for our needs. It was recently discovered that our data service is combined with the data needed for our current VOIP voice services. This creates a lack of data capacity at peak times during the day.

It is our recommendation that the board allow staff to contract with Mediacom for data service. This will increase data capacity and work on the phone line. The current carrier will continue to have the service, due to the need for it with the phone service.

Due to the fact that our current carrier doesn't provide the capacity that Mediacom is offering, we consider this a sole source contract. Completing this step will also give the County redundancy as well.

Thank you.



10/20/15 12:00 PM  
COMMUNICATIONS SECTION  
GULF COUNTY, FLORIDA  
10/20/15 12:00 PM

This Dedicated Internet Access (DIA) Fiber Agreement (the "Agreement") is entered into by and between Mediacom Southeast LLC 1 Mediacom Way, Mediacom Park, NY, 10918 ("Mediacom") and Gulf County Court House 1000 Cecil G Costin Sr. Blvd. Port St. Joe, FL 32450 ("Customer").

**SERVICES:** Pursuant to the terms of the Agreement and subject to the terms of the Fiber Internet Access Agreement General Terms (attached as Exhibit A to the Agreement) (the "General Terms") and of the Business Acceptable Use Policy (which can be viewed on Mediacom's website at <http://www.mediacomtoday.com/baup>) (the "BAUP"), Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, access to the Internet via Mediacom's fiber optic network, and certain ancillary services directly related thereto, including the provision of 0 static IP address(es) (the "Services"), which access will be available at and through a specified point of interconnection (the "Demarcation Point") between Mediacom's facilities and networks (collectively, the "Mediacom Network") and certain Mediacom equipment to be installed at a specified physical location at the Customer's designated service location (such physical location, the "Termination Location", and such service location, the "Service Location").

**SERVICE LOCATION:** 1000 Cecil G Costin Sr. Blvd, Port St. Joe, FL 32450

**TERMINATION LOCATION:** Equipment Room: Center of Courthouse; Cable enters the building at the sheriff's office.

**DEMARCATIION POINT:** Mediacom's equipment at the Termination Location.

**BANDWIDTH:** FIBER 100 MBPS

**FEES AND CHARGES:** Customer agrees to pay the following fees and charges (collectively, the "Fees") for the Services:

<u>Installation Fee:</u>	\$500.00
<u>Monthly Service Fee:</u>	\$1,500.00

The Installation Fee is payable upon Customer's execution of this Agreement. Monthly Service Fees (including any pro-rated amounts thereof), as may be adjusted pursuant to the General Terms, are payable upon receipt of, and pursuant to the terms of, the applicable invoice. Billing of Monthly Service Fee invoices will commence when Mediacom determines that it has established connectivity between the Mediacom Network and the Demarcation Point (the "Turn-Up Date").

**SERVICE TERM:** Unless earlier terminated pursuant to Section 6 of the General Terms, the initial term of the Agreement shall commence on the Effective Date and end 60 months following the Turn-Up Date (the "Initial Term"). The Agreement will automatically renew for successive one (1) month terms (each, a "Successive Term", and all such Successive Terms and the Initial Term collectively, the "Service Term") upon the expiration of the Initial Term or any Successive Term, unless earlier terminated or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

**ESTIMATED AVAILABILITY DATE:** Mediacom estimates it will first make the Services available to the Customer 100 days following the date on which Mediacom executes this Agreement (the "Estimated Availability Date").

By its signature below, each party acknowledges that it has read the Agreement, and the General Terms and BAUP, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of 8/4/2015 (the "Effective Date").

Mediacom Southeast LLC

Gulf County Court House Board of County Commissioners

Full Legal Account Name

Signature:

Signature:

Title: **Senior Vice President, Mediacom Business**

Title: *Chairman*

Signer's Email:

Signer's Email: *Commissioner 2 @ gulfcounty-fl.gov*

Notice Address: **Mediacom Business Services**

Notice Address: *1000 Cecil G Costin Sr, Blvd*

**1 Mediacom Way,**

City, State Zip *Port St Joe, FL 32450*

**Mediacom Park, NY, 10918**

Attention: *Lynn Lanier*

Attention: **Nancy Tom**

Telephone: *(850) 229-6106*

Telephone: **(845) 443-2600**

Fax: *(850) 229-9252*

Fax: **(845) 698-4103**

**Fiber Internet Access Agreement – General Terms**

Unless the context otherwise requires, any reference herein to the “Agreement” shall be deemed to include these General Terms and the BAUP.

**1. Provision of the Services.** (a) Subject to the terms of the Agreement and subject to the performance by Customer of its responsibilities thereunder, Mediacom shall provide to Customer during the Service Term those Services described in the Agreement, and Mediacom’s responsibilities are expressly limited to the provision of such Services.

(b) Mediacom’s responsibility to provide the Services ends at the Demarcation Point. Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Point.

(c) If Mediacom becomes aware that the Turn-Up Date will be delayed beyond the Estimated Availability Date, Mediacom shall notify Customer of the new Estimated Availability Date. The failure of the Turn-Up Date to occur by any Estimated Availability Date, or at all, shall not be a breach of the Agreement. If, for any reason other than the acts or omissions of Customer, the Turn-Up Date does not occur within one hundred (100) days after the date on which Mediacom executes the Agreement, Customer’s sole right and remedy shall be to terminate the Agreement by written notice to Mediacom given not later than five (5) business days after the expiration of such one hundred (100) day period, upon receipt of which notice Mediacom will refund the Installation Fee to Customer.

(d) In providing and performing the Services, Mediacom shall use commercially reasonable efforts to observe the normal standards of performance within the telecommunications industry in the relevant market.

**2. Fees and Charges.** (a) All Fees will be billed via invoice and payment of such Fees will be due in advance, prior to the provision of the applicable Services. Customer agrees to pay Mediacom all Fees by the due date specified in the applicable invoice, without offset or reduction. In addition, Customer promises to pay, or reimburse Mediacom for its payment of, any applicable federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon or in connection with the Services or otherwise related to the performance of the Agreement, any and all of which may be added to invoices rendered under the Agreement.

(b) During any Successive Term, the Fees are subject to adjustment and increase, at the sole discretion of Mediacom, upon thirty (30) days prior written notice to Customer.

(c) In the event that Customer fails to pay any Fees invoiced by Mediacom (i) within thirty (30) days following the due date specified in the applicable invoice, such unpaid Fees shall bear interest at an amount equal to the lesser of (x) 6% per annum and (y) the maximum amount permitted by law, and (ii) within sixty (60) days following the due date specified in the applicable invoice, Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided, however, no failure of Mediacom to provide such notice will be deemed a bar to suspension or a breach of the Agreement by Mediacom. Customer shall also reimburse Mediacom for all expenses (including reasonable attorney’s fees) incurred by Mediacom in collecting past due amounts.

**3. Tariffed Services.** Provision of the Services may be subject to tariffs filed with certain state regulatory agencies having jurisdiction over the Services or the Federal Communications Commission (“**Tariffed Services**”). Tariffed Services shall be provided in accordance with the provisions of any applicable tariff, which provisions are incorporated herein by reference. In the event that the Fees, rates, terms and conditions set forth in the Agreement applicable to any Tariffed Service conflict at

any time with those set forth in the applicable tariff, the rates, terms and conditions of the applicable tariff shall control. Mediacom shall notify Customer in writing in a timely manner of the conversion, at Mediacom’s discretion and in Mediacom’s sole judgment, of an untariffed Service to a Tariffed Service or of the modification of the terms of an applicable tariff.

**4. Equipment; the Service Location.** (a) Mediacom will be responsible for the installation of all equipment and materials required, in Mediacom’s sole opinion, to provide the Services (collectively, the “**Equipment**”). Mediacom may modify, replace or remove any Equipment at any time during the Service Term. All Equipment will remain the sole property of, and all title thereto will remain with, Mediacom.

(b) Customer agrees to provide adequate secured space in the Service Location for the Equipment and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will insure that (i) non-Mediacom-supplied wiring, equipment and other items in the Service Location are adequate, compatible and safe for use with the Equipment, and (ii) the Equipment is not moved or tampered with by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen.

(c) Customer will provide Mediacom all necessary or desirable access at all reasonable times to the Service Location, and will provide reasonable access to the Service Location to allow Mediacom to remove the Equipment within sixty (60) days after termination of the Agreement.

(d) Customer will obtain all rights-of-entry, rights-of-way, easements, licenses, approvals, consents, authorizations, and permits necessary (i) to permit Mediacom access to the Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Point, in each case pursuant to reasonably satisfactory and acceptable arrangements with the Customer, or the agency, authority, entity or other person having control or jurisdiction over or owning, the applicable property (collectively, “**Permits**”), when such Permits (x) relate to property owned, leased or controlled by Customer or (y) are reasonably requested by Mediacom to be obtained by Customer (“**Requested Permits**”). With respect to Requested Permits, Customer acknowledges that (i) the applicable Mediacom request may come as a result of Customer’s superior, or more appropriate, relationship with the entity potentially granting the Requested Permit and (ii) such requests are reasonable. Upon request by Mediacom, Customer will provide copies of all such Permits to Mediacom as soon as reasonably practicable. If the costs of construction, installation of Equipment or, when applicable, repair to or restoration of any property disturbed or damaged by such construction or installation are in excess of those customary and reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any controlling agency, authority or other person, Customer will reimburse Mediacom for such excess costs.

(e) Mediacom’s representatives shall have the right to inspect the Service Location prior to the installation of the Equipment. From the date of execution of the Agreement until Mediacom retrieves all Equipment pursuant to Section 4(c), Customer shall provide Mediacom, upon request, with sufficient data to assist Mediacom in evaluating conditions at the Service Location (including the presence of hazardous materials). Customer is responsible for removing and disposing of hazardous materials, including asbestos, prior to the installation of the Equipment.

**5. Customer Cooperation.** Customer shall cooperate, and cause its agents, representatives, contractors, suppliers, landlords and licensors to cooperate, expeditiously and in good faith with Mediacom to enable the Services to be provided, the Equipment be installed and the Demarcation Point be established without delay.

**6. Termination.** (a) Either party may terminate the Agreement upon thirty (30) days written notice to the other party if such other party materially breaches or violates any term or provision of the Agreement.

(b) In addition to its termination rights under any other provision of the Agreement, Mediacom may immediately terminate the Agreement without any liability if:

- (i) all or any significant portion of the Mediacom Network is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain,
- (ii) Mediacom determines in good faith that Customer's use of the Services is interfering unreasonably with the operation of the Mediacom Network,
- (iii) Mediacom determines in good faith that the condition of the Service Location or the Termination Location has become insecure, hazardous or otherwise unsuitable for storage of the Equipment or provision of the Services;
- (iv) Mediacom sells, disposes of, or otherwise transfers, in one or a series of transactions, substantially all the assets used to provide the Services to Customer, or
- (v) Mediacom determines that the capacity or connectivity on the Mediacom Network provided for in the Agreement is, or is likely to become, needed for another purpose or detrimental to the provision of services provided to other Mediacom customers by any Mediacom system or network.

(c) At any time when Mediacom is entitled to terminate the Agreement under Section 6(b), then Mediacom may, at its sole discretion and without prior notice, suspend the provision of any and/or all Services without liability on the part of Mediacom or any requirement to allow any credit for an Unscheduled Interruption and without prejudice to Mediacom's discretion to subsequently exercise the applicable termination right.

(d) Mediacom will use commercially reasonable efforts to provide Customer with notice of any such termination or suspension within a reasonable amount of time, provided however that the timing of such notice will not affect the timing of such termination.

**7. Effects of Termination.** Upon the termination of the Agreement, all rights and obligations of each party under the Agreement (including Mediacom's obligation to provide any Services) shall immediately cease, except that:

- (i) any rights or remedies arising out of a breach or violation of any terms of the Agreement, whether known or unknown, shall survive any expiration or termination of the Agreement for the applicable statute of limitations period or, if shorter, the period specified herein, subject to any applicable limitation or exclusion or rights or remedies or liability contained in the Agreement;
- (ii) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive expiration or termination (including any provisions relating to payment of Fees, disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and
- (iii) Mediacom may immediately invoice Customer for all accrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

**8. Service Interruptions.** (a) Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "Scheduled Interruption"). and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 8. Mediacom will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Scheduled Interruption.

(b) In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or a Force Majeure Event (as defined below) and (v) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "Unscheduled Interruption"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's Monthly Service Fees (each credit, a "Service Credit"). No Service Credit or other credit will be provided for any scheduled interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.

(c) Service credits for Unscheduled Interruptions shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

(d) Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll free telephone number the Customer may call to report Unscheduled Interruptions. If necessary, in Mediacom's sole opinion, Mediacom will conduct an on-site investigation of the Equipment, Service Location, Termination Location or any Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services.

**9. Conditions to Mediacom's Obligations.** Any obligation of Mediacom under the Agreement, including any obligation to provide any Service, is subject to:

- (i) the due and punctual performance and satisfaction by Customer of each of its covenants, agreements, obligations, commitments and responsibilities; and
- (ii) the receipt and continuation in effect throughout the Service Term of all Permits.

In the event any Permit is not granted or is not continued during the Term, the parties shall negotiate promptly and in good faith such revisions to the Agreement as may reasonably be required to obtain such Permit, but if they are unable to agree within sixty (60) days after such negotiations begin, either party may terminate the Agreement by written notice to the other. In the event of any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action that makes the performance of the Agreement illegal, requires any additional Permit or otherwise materially affects either party's performance or significantly increases its costs of performance, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith, but if the parties are unable to agree within sixty (60) days after such negotiations begin, the affected party may terminate the Agreement by written notice to the other party.

**10. Disclaimer of Warranties.** The Services are provided at the Customer's sole risk on an "as is" and "as available" basis, with no guarantee concerning performance or any other aspect of the Services. Mediacom has not made, and in rendering Services, neither Mediacom nor any of its affiliates or subcontractors shall be deemed to make, any representation or warranty of any nature whatsoever, whether express, implied, statutory or other, and Mediacom expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, that the Services will operate in an uninterrupted fashion, that any communication, data or file sent by or sought to be accessed by Customer or any user will be transmitted or received successfully, at any particular speed, within any period of time, without interruption or in uncorrupted form, or resulting from course of dealing or course of performance. Specifically, Mediacom makes no representation that the Services will be compatible with any of Customer's networks, systems, facilities or equipment. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of the Agreement by Mediacom or any of its affiliates, employees, agents, subcontractors, licensors or suppliers shall create a representation or warranty or expand or otherwise affect the express warranties, if any, set forth herein.

**11. Bandwidth.** Mediacom will use commercially reasonable efforts, and reasonably expects, to provide the Services at the bandwidth noted in the Agreement. Customer acknowledges that upon connection to the internet, actual performance speed is dependent upon a number of factors, some of which are out of the control of Mediacom. Mediacom is not responsible for the effect of such factors on actual performance speed.

**12. Limitations on Liability.** (a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer covenants and agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (the "**Mediacom Parties**") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to Customer or any other person for any damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto ("**Losses**") arising out of or in connection with the Agreement, except for such liability for such Losses directly caused by Mediacom's gross negligence or willful misconduct, which liability will be subject to the limitations set forth herein.

(c) Customer agrees that none of the Mediacom Parties shall be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential loss, harm or damages arising out of or in connection with the Agreement.

(d) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twice the Monthly Service Fee.

(e) Customer agrees that regardless of any statute or other law to the contrary, Customer must file any claim or cause of action arising out of or related to the Agreement or the Services (except with respect to billing disputes which are subject to the shorter time limitation set forth

elsewhere in the Agreement) within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred. Except as otherwise stated in the Agreement, any claim of any nature against Mediacom shall be deemed conclusively to have been waived unless presented in writing to Mediacom within thirty (30) days after the date of the occurrence that gave rise to the claim.

(f) Each of the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(g) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional Fees.

(h) Each of the foregoing limitations contained in this Section 13(i) will apply regardless of form of action, any claim that breach of this Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) will apply to the maximum extent permitted by law and (iii) will survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

**13. Indemnification.** Customer agrees to indemnify, defend and hold harmless Mediacom from and against all Losses incurred by or awarded against Mediacom arising out of or in connection with (i) any breach by Customer of the terms of the Agreement or Customer's obligations, covenants, representations or warranties contained therein, (ii) the operation or conduct of Customer's business or (iii) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations will survive the expiration or termination of the Agreement.

#### **14. [INTENTIONALLY LEFT BLANK]**

**15. Customer Use.** Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Except with respect to actions taken for the limited purpose of accessing and using the Services, Customer agrees not to interfere with the use or operation of the Equipment or the Mediacom Network in any way.

**16. Waivers.** (a) To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws or provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of the Mediacom Parties collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(b) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects

of their dealings with one another make a jury determination neither desirable nor appropriate.

(c) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arises out of or relates to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement.

**17. Business Acceptable Use Policy.** At any time and at Mediacom's sole discretion, Mediacom may modify, delete or replace the BAUP, in part or in whole, and/or institute other policies and procedures relevant to the Service. Notice of such modifications, deletions or replacements, and such other policies and procedures, will be posted on Mediacom's website <http://www.mediacomtoday.com/baup> or, at Mediacom's discretion, via e-mail, postal mail or other permitted means of notification.

**18. Force Majeure.** Mediacom will not be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond our reasonable control, including without limitation acts of God, government restrictions or actions, war, terrorism, epidemics, insurrection, sabotage, adverse weather conditions or adverse labor conditions or actions. If any such event causes an increase in the time necessary for Mediacom's performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance equal to at least one (1) day for each day of delay resulting from such event.

**19. Independent Contractors; No Agency or Intellectual Property Licenses.** The parties are independent contractors. Neither the Agreement nor any course of dealing creates or shall create any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has or shall have the right, power or authority to act for or on behalf of or assume, create or incur any liability or any obligation of any kind, expressed or implied, binding upon the other party. Customer acknowledges that the Agreement is nonexclusive and that Mediacom may contract with others to provide services work of the same or similar type as provided to Customer under the Agreement. No license under patents or other intellectual property rights is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

**20. Assignability.** Customer may not assign or delegate the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom, which will not be unreasonably withheld. Mediacom may freely assign the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns.

**21. Severability.** If any provision of the Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if such court shall not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected with respect to any other jurisdiction.

**22. Governing Law.** The Agreement shall be governed by the laws of the State in which the Service Location is located, without regard to or application of conflicts of law rules or principles.

**23. Entire Agreement.** The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral

agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. No course of dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement.

**24. No Third Party Beneficiaries.** No other person is a third party beneficiary of the Agreement. Customer shall not be a third party beneficiary of any contract, agreement or arrangement between Mediacom and any other party.

**25. Amendments and Waivers; Counterparts.** Any amendments of the Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right, or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, the Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.

**26. Remedies Are Cumulative.** Unless otherwise expressly stated in the Agreement, all remedies available under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted a party in the Agreement shall not result in a breach of the Agreement by such party, and neither such exercise nor any consequence thereof (even if the exercising party was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to the other party, whether in contract, tort or otherwise. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

**27. Binding Agreement.** Each party represents and warrants to the other that (i) such party has the authority to execute, deliver and carry out the terms of the Agreement, and (ii) the Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

**28. Notices.** Any notice required or permitted to be given under the Agreement shall be deemed to be given delivered in writing personally to Customer or Mediacom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given at such party's notice address set forth below such party's signature to the Agreement or any other address designated by such party upon at least ten (10) days' prior written notice to the other party.

**29. Confidential and Proprietary Information.** All information, in whatever form obtained by Customer from Mediacom and the terms of the Agreement shall be held in confidence by Customer and shall not be used by Customer for any purpose other than the performance of the Agreement. Customer's confidentiality obligations will survive for a period of five (5) years after termination.

**30. Mediacom's Discretion.** If any provision of the Agreement states that Mediacom "may" take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion shall be within the sole and absolute discretion of Mediacom.

**31. Governmental Entity.** (a) Mediacom acknowledges that, due to Customer's status as a governmental entity, Customer's ability to perform its payment obligations under the Agreement depends upon its receipt of certain federal, state, municipal or other governmental funding, as applicable ("Funding"). Customer agrees that it will use its commercially reasonable efforts to secure all necessary Funding to allow Customer to perform all such payment obligations. (b) Customer must provide written notice (the "Underfunding Notice") to Mediacom within three (3) business days after any discovery by Customer that, due to factors outside of the control of Customer, Customer will not receive adequate Funding, and has no additional available funds, to enable it to perform its payment obligations under the Agreement at any time during the remainder of the Term (such date of the provision of notice, the "Underfunding Notice Date"). The Underfunding Notice must (i) include a general description of the factors leading to the lack of adequate Funding and (ii) specify the date on which Customer reasonably expects it will become unable to perform its payment obligations under the Agreement (the "Projected Payment Failure Date"). Following the Underfunding Notice Date, either party may terminate the Agreement upon five (5) business days notice. Unless earlier terminated, the Agreement will automatically terminate on the Projected Failure Date unless (i) Mediacom and Customer have successfully renegotiated the terms of the Agreement, (ii) Customer has provided Mediacom with written notice that it has secured adequate Funding to enable it to perform its payment obligations under the Agreement for the remainder of the Term or (iii) Mediacom has provided Customer with written notice that it does not wish the Agreement to terminate.

**AMENDED INTERLOCAL AGREEMENT  
FOR MEDICAL EXAMINER SERVICES**

This Agreement, effective the 1<sup>st</sup> day of October, 2015, modifies the Interlocal Agreement for Medical Examiner Services entered into on the 18<sup>th</sup> day of April, 1995, as amended (the "Original Agreement"), by and between BAY COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; CALHOUN COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; GULF COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; HOLMES COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; JACKSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners; and WASHINGTON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners.

WITNESSETH

**WHEREAS**, the parties desire to extend and modify certain terms of the Original Agreement; and

**WHEREAS**, attached as **EXHIBIT A** is the agreement entered into between Bay County and the Medical Examiner for Medical Examiner Services.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1. Paragraph 2 of the Original Agreement is modified and changed to read as follows:
  2. The costs for operating the Medical Examiner’s office for the time period of October 1, 2015, through September 30, 2016, will be \$770,202.00 (the “Total Costs”).
2. Paragraph 3 of the Original Agreement is modified and changed to read as follows:
  3. Commencing October 1, 2015, the parties shall pay to Bay County on a monthly basis, on or before the fifteenth day of each month, an amount equal to one-twelfth of the amount each party agrees herein is its share of the Total Costs of operation of the Medical Examiner’s

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office. The Total Costs shall be apportioned (based on the population of each County as follows:

**MEDICAL EXAMINER  
BUDGET FY 2016**

<b>Counties</b>	<b>% Current</b>	<b>Total Fees</b>	<b>Each County's Share</b>	<b>Monthly Expense</b>
Calhoun County	4.62%		\$35,584	\$2,965
Holmes County	6.63%		\$51,062	\$4,255
Gulf County	4.70%		\$36,161	\$3,013
Jackson County	15.22%		\$117,189	\$9,766
Washington County	8.03%		\$61,884	\$5,157
Bay County	60.81%		<b>\$468,322</b>	<b>\$39,027</b>
<b>Grand Total Fees:</b>	<b>100%</b>		<b>\$770,202</b>	

**BUDGET FY 2016**

Professional Services	\$640,202.00
Contract Services – ME Operating	<u>\$130,000.00</u>
Total Budget	<u>\$770,202.00</u>

The parties hereby reaffirm all portions of the Original Agreement not in conflict with this Amended Interlocal Agreement for Medical Examiner Services.

**IN WITNESS WHEREOF**, the parties hereto have caused their hands and seals to be set to this Amended Interlocal Agreement for Medical Examiner Services, written by their respective official's thereunto duly authorized.

ME Interlocal Agreement,  
effective the 1<sup>st</sup> day of October, 2015  
**GULF COUNTY**, acting by and through its  
Board of County Commissioners

ATTEST:

\_\_\_\_\_

Clerk

\_\_\_\_\_

Ward McDaniel, Chairman

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

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Gulf County Board of County Commissioners ("Owner") and  
Roberts and Roberts, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*This project includes roadway widening, resurfacing, replacement of cross drains along approximately 3.9 miles of C.R. 30A and 2.9 miles of C.R. 30B in Gulf County, Florida.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**2015 C.R. 30A & C.R. 30B ROAD PAVING PROJECT**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Preble-Rish, Inc..

3.02 The Owner has retained Preble-Rish, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

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RECORDS SECTION  
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 250.00 for each day that expires after such time until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. This item has been intentionally left blank.
- B. This item has been intentionally left blank.
- C. This item has been intentionally left blank.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and

progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

### ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Division II and III Specifications of the FDOT Standard Specifications for Road and Bridge Construction, dated 2014 and any implemented modifications of those specifications. (not attached but incorporated by reference.)
  - 7. Drawings (not attached but incorporated by reference) consisting of sheets C.R. 30A: 1, G1, TS1, C1-C15, X1-X38, D1-D6, E1-E3, & SWPP; C.R. 30B: 1, G1, TS1, C1-C11, X1-X27, D1-D3, E1-E3, & SWPP and dated April 2015.
  - 8. Addenda (numbers 1 to 1, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. This section has been intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

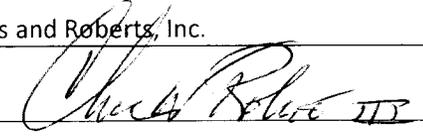
OWNER:

CONTRACTOR:

Gulf County Board of County Commissioners

Roberts and Roberts, Inc.

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

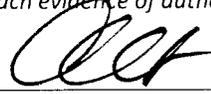
By: 

Title: Chairman, Gulf County BOCC

Title: President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: 

Title: \_\_\_\_\_

Title: Secretary

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
Roberts and Roberts, Inc.  
1538 Metropolitan Blvd.  
Tallahassee, FL 32308

License No.: CUCO 56766  
*(where applicable)*

ITEM	DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT BID PRICE	BID PRICE
<b>C.R. 30A GENERAL</b>					
1	MOBILIZATION (5% OF BID MAX)	1	LS	\$ 48,000.00	\$ 48,000.00
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS	\$ 17,000.00	\$ 17,000.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 22,000.00	\$ 22,000.00
4	NPDES PERMIT	1	LS	\$ 600.00	\$ 600.00
C.R. 30A GENERAL SUBTOTAL					\$ 87,600.00
<b>C.R. 30A CONSTRUCTION</b>					
5	CLEAR & GRUB INCLUDING DEMOLITION	1	LS	\$ 26,000.00	\$ 26,000.00
6	MILL EXISTING ASPHALT, 2" AVG DEPTH	700	SY	\$ 5.00	\$ 3,500.00
7	TYPE SP 9.5 ASPHALT	10,593	TON	\$ 88.00	\$ 932,184.00
8	OPTIONAL BASE GROUP 1	25,307	SY	\$ 5.70	\$ 144,249.90
9	OPTIONAL BASE GROUP 6	9,203	SY	\$ 10.90	\$ 100,312.70
10	ASPHALT PATCH INCLUDING BASE	589	SY	\$ 35.00	\$ 20,615.00
11	EXCAVATION REGULAR	4,219	CY	\$ 3.50	\$ 14,766.50
12	BORROW REGULAR, TRUCK MEASURE	4,131	CY	\$ 9.00	\$ 37,179.00
13	SIGNS	16	AS	\$ 290.00	\$ 4,640.00
14	RELOCATE SIGNS	14	EA	\$ 30.00	\$ 420.00
15	RELOCATE MAILBOXES	32	EA	\$ 30.00	\$ 960.00
16	PAINTED PAVEMENT MARKINGS	1	LS	\$ 17,000.00	\$ 17,000.00
17	24" THERMOPLASTIC STOP BAR	3	EA	\$ 90.00	\$ 270.00
18	6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	2,572	NM	\$ 4,065.00	\$ 10,455.18
19	6" THERMOPLASTIC SKIP YELLOW CENTER STRIPE	2,864	GM	\$ 1,745.00	\$ 4,997.68
20	6" THERMOPLASTIC SOLID WHITE EDGE STRIPE	7,791	NM	\$ 4,065.00	\$ 31,670.42
21	REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL Y/Y)	644	EA	\$ 4.00	\$ 2,576.00
22	REFLECTIVE PAVEMENT MARKERS (MONO-DIRECTIONAL Y)	74	EA	\$ 4.00	\$ 296.00
23	CONCRETE BOX CULVERT EXTENSION AND HEADWALL	25	CY	\$ 1,870.00	\$ 46,750.00
24	CONCRETE ENDWALL CONSTRUCTION	86	CY	\$ 1,045.00	\$ 89,870.00
25	36" RCP	50	LF	\$ 175.00	\$ 8,750.00
26	48" RCP	392	LF	\$ 235.00	\$ 92,120.00
27	#57 BEDDING STONE FOR CONCRETE ENDWALLS	135	TON	\$ 65.00	\$ 8,775.00
28	ADJUST VALVE	4	EA	\$ 500.00	\$ 2,000.00
29	FINISH SOIL LAYER, 6"	32,744	SY	\$ 0.75	\$ 24,558.00
29	PERFORMANCE TURF, SOD	32,744	SY	\$ 1.90	\$ 62,213.60
30	TURBIDITY CURTAIN	455	LF	\$ 11.00	\$ 5,005.00
31	SILT FENCE	41,412	LF	\$ 1.00	\$ 41,412.00
C.R. 30A CONSTRUCTION SUBTOTAL					\$ 1,733,545.98
<b>C.R. 30A BASE BID</b>					<b>\$ 1,821,145.98</b>

ITEM	DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT BID PRICE	BID PRICE
<b>C.R. 30B GENERAL</b>					
1	MOBILIZATION (5% OF BID MAX)	1	LS	\$ 40,000.00	\$ 40,000.00
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS	\$ 11,000.00	\$ 11,000.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 20,000.00	\$ 20,000.00
4	NPDES PERMIT	1	LS	\$ 600.00	\$ 600.00
C.R. 30B GENERAL SUBTOTAL					\$ 71,600.00
<b>C.R. 30B CONSTRUCTION</b>					
5	CLEAR & GRUB INCLUDING DEMOLITION	1	LS	\$ 20,000.00	\$ 20,000.00
6	MILL EXISTING ASPHALT, 1" AVG DEPTH	1,130	SY	\$ 5.00	\$ 5,650.00
7	TYPE SP 9.5 ASPHALT	6,542	TON	\$ 88.00	\$ 575,696.00
8	OPTIONAL BASE GROUP 1	18,682	SY	\$ 5.70	\$ 106,487.40
9	OPTIONAL BASE GROUP 6	3,680	SY	\$ 10.90	\$ 40,112.00
10	ASPHALT PATCH INCLUDING BASE	221	SY	\$ 35.00	\$ 7,735.00
11	EXCAVATION REGULAR	1,284	CY	\$ 3.50	\$ 4,494.00
12	SIGNS	19	AS	\$ 290.00	\$ 5,510.00
13	RELOCATE SIGNS	14	EA	\$ 30.00	\$ 420.00
14	RELOCATE MAILBOXES	67	EA	\$ 30.00	\$ 2,010.00
15	PAINTED PAVEMENT MARKINGS	1	LS	\$ 17,000.00	\$ 17,000.00
16	24" THERMOPLASTIC STOP BAR	11	EA	\$ 90.00	\$ 990.00
17	THERMOPLASTIC STOP MESSAGE	1	EA	\$ 170.00	\$ 170.00
18	6" THERMOPLASTIC SOLID YELLOW CENTER STRIPE	3,565	NM	\$ 4,065.00	\$ 14,491.73
19	6" THERMOPLASTIC SKIP YELLOW CENTER STRIPE	1,342	GM	\$ 1,745.00	\$ 2,341.79
20	6" THERMOPLASTIC SOLID WHITE EDGE STRIPE	5,705	NM	\$ 4,065.00	\$ 23,190.83
21	REFLECTIVE PAVEMENT MARKERS (BI-DIRECTIONAL Y/Y)	570	EA	\$ 4.00	\$ 2,280.00
22	REFLECTIVE PAVEMENT MARKERS (MONO-DIRECTIONAL Y)	77	EA	\$ 4.00	\$ 308.00
23	CONCRETE ENDWALL CONSTRUCTION	40	CY	\$ 1,045.00	\$ 41,800.00
24	18" RCP	152	LF	\$ 80.00	\$ 12,160.00
25	24" RCP	216	LF	\$ 105.00	\$ 22,680.00
26	36" RCP	168	LF	\$ 175.00	\$ 29,400.00
27	#57 BEDDING STONE FOR CONCRETE ENDWALLS	50	TON	\$ 65.00	\$ 3,250.00
28	CONCRETE RIBBON CURB	288	LF	\$ 28.00	\$ 8,064.00
29	ADJUST VALVE	11	EA	\$ 500.00	\$ 5,500.00
30	FINISH SOIL LAYER, 6"	17,545	SY	\$ 0.75	\$ 13,158.75
31	PERFORMANCE TURF, SOD	17,545	SY	\$ 1.90	\$ 33,335.50
32	TURBIDITY CURTAIN	280	LF	\$ 11.00	\$ 3,080.00
33	SILT FENCE	30,570	LF	\$ 1.00	\$ 30,570.00
C.R. 30B CONSTRUCTION SUBTOTAL					\$ 1,031,884.99
<b>C.R. 30B BASE BID</b>					<b>\$ 1,103,484.99</b>
<b>TOTAL BASE BID (BOTH ROADS)</b>					<b>\$ 2,924,630.97</b>



PERFORMANCE BOND

CONTRACTOR (name and address):

Roberts and Roberts, Inc.  
1538 Metropolitan Blvd.  
Tallahassee, FL 32308

SURETY (name and address of principal place of business):

Fidelity and Deposit Company of Maryland  
3375-B Capital Circle NE  
Tallahassee, FL 32308

OWNER (name and address):

Gulf County Board of County Commissioners  
1000 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

CONSTRUCTION CONTRACT

Effective Date of the Agreement: July 28, 2015

Amount: Two million nine hundred twenty four thousand six hundred thirty and 97/100 dollars

Description (name and location): 2015 C.R. 30A & C.R. 30B ROAD PAVING PROJECT (\$2,924,630.97)

BOND

Bond Number: 9193506

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

August 17, 2015

Amount: Two million nine hundred twenty four thousand six hundred thirty and 97/100 dollars

Modifications to this Bond Form:  None  See Paragraph 16

(\$2,924,630.97)

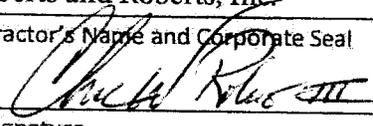
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

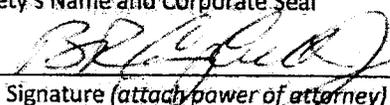
CONTRACTOR AS PRINCIPAL

SURETY

Roberts and Roberts, Inc. (seal)  
Contractor's Name and Corporate Seal

Fidelity and Deposit Company of Maryland (seal)  
Surety's Name and Corporate Seal

By:   
Signature

By:   
Signature (attach power of attorney)

Charles W. Roberts III  
Print Name

B.R. Campbell, Jr.  
Print Name

President  
Title

Attorney-In-Fact  
Title

Attest:   
Signature

Attest:   
Signature

Secretary  
Title

witness  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

Roberts and Roberts, Inc.  
1538 Metropolitan Blvd.  
Tallahassee, FL 32308

SURETY (name and address of principal place of business):

Fidelity and Deposit Company of Maryland  
3375-B Capital Circle NE  
Tallahassee, FL 32308

OWNER (name and address):

Gulf County Board of County Commissioners  
1000 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

CONSTRUCTION CONTRACT

Effective Date of the Agreement: July 28, 2015

Amount: Two million nine hundred twenty four thousand six hundred thirty and 97/100 dollars

Description (name and location): 2015 C.R. 30A & C.R. 30B ROAD PAVING PROJECT (\$2,924,630.97)

BOND

Bond Number: 9193506

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): August 17, 2015

Amount: Two million nine hundred twenty four thousand six hundred thirty and 97/100 dollars

Modifications to this Bond Form:  None  See Paragraph 18 (\$2,924,630.97)

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Roberts and Roberts, Inc. (seal)

Fidelity and Deposit Company of Maryland (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]  
Signature

By: [Signature]  
Signature (attach power of attorney)

Charles W. Roberts III

B.R. Campbell, Jr.

Print Name

Print Name

President

Attorney-In-Fact

Title

Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

Secretary

witness

Title

Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. R. CAMPBELL, JR. and William R. VANLANDINGHAM, both of Tallahassee, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of September, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Gerald F. Haley*

By: \_\_\_\_\_  
*Assistant Secretary*  
*Gerald F. Haley*

*James M. Carroll*

\_\_\_\_\_  
*Vice President*  
*James M. Carroll*

State of Maryland  
County of Baltimore

On this 26th day of September, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17<sup>th</sup> day of August, 2015.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

Parcel 900.1  
 Item/Segment No. 4335691  
 Managing District 3  
 S.R. No. 30 (US 98)  
 County Gulf

**LICENSE**

This Agreement, Made the 27<sup>th</sup> day of October, 2015, between GULF COUNTY, a political subdivision of the State of Florida, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Gulf County, Florida Property Appraiser’s Reference No. 03779-000R

Being in Section 31, Township 6 South Range 11 West, Gulf County, Florida

The premises may be occupied and used by license solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor’s property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the said licensor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

BY: \_\_\_\_\_  
 WARD MCDANIEL, CHAIRMAN

15 OCT 21 PM 12:00  
 15 OCT 21 PM 12:00



# Gulf County Property Appraiser 117

## Mitch Burke, CFA

[Sales In Area](#)

[Previous Parcel](#)

[Next Parcel](#)

[Field Definitions](#)

[Return to Main Search](#)

[Gulf Home](#)

**Owner and Parcel Information**

Owner Name	GULF COUNTY	Today's Date	October 21, 2015
Mailing Address	1000 5TH ST PORT ST JOE, FL 32456-1648	Parcel Number	03779-000R
Location Address		Tax District	St Joe Fire Zone (District 4)
Property Usage	COUNTY (008600)	2014 Millage Rates	14.3706
Section Township Range	31-6S-11W	Acreage	39.93
		Homestead	N

[Show Parcel Maps](#) | [Generate Owner List By Radius](#)

**Value Information**

	2014 Certified Values	2015 Working Values
Building Value	\$0	\$0
Extra Feature Value	\$37,392	\$37,032
Land Value	\$3,194,400	\$3,194,400
Land Agricultural Value	\$0	\$0
Agricultural (Market) Value	\$0	\$0
Just (Market) Value*	\$3,231,792	\$3,231,432
Assessed Value	\$3,231,792	\$3,231,432
Exempt Value	\$3,231,792	\$3,231,432
Taxable Value	\$0	\$0
Maximum Save Our Homes Portability	\$0	\$0
AGL Amount		

**Legal Information**

S 31 T 6 R 11 39.93 AC LOT 5 ORIG BEING OLD LIGHTHOUSE RESERVATION LOT ORB 107/954 LAND PATENT FR USA MAP# 16C

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

\*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Tax Information

**Building Information**

No buildings associated with this parcel.

**Extra Features Data**

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
PAVEMENT C	1	0 x 0 x 0	4,000 UT	1996
DECK, WD	1	0 x 0 x 0	3,000 UT	1996
MISC.	1	0 x 0 x 0	2 UT	1999

**Land Information**

LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
COUNTY	39.93	AC	0	0

**Property Information (qualified, unqualified, and multiple sales)**

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No Sales Information available for this parcel								

[Sales In Area](#)

[Previous Parcel](#)

[Next Parcel](#)

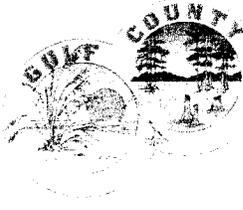
[Field Definitions](#)

[Return to Main Search](#)

[Gulf Home](#)

The Gulf County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: October 19, 2015

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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: OCTOBER 19, 2015  
SUBJECT: **BID 1415-32 - DISASTER RESPONSE AND RECOVERY  
TRAINING FOR EOC STAFF  
STATE HOMELAND SECURITY GRANT CONTRACT  
# 15-DS-P4-02-33-01-279  
GULF COUNTY**

In reference to Bid #1415-32, Gulf County received one response from Disasters, Strategies and Ideas Group, LLC. By this memo we are requesting the board to contract with Disasters, Strategies and Ideas Group, LLC to complete the Training Scope of Work for the above referenced projects in a total amount not to exceed \$16,000.00 to be paid from State Homeland Security Grant # 15-DS-P4-02-33-01-279.

If you have any questions of need additional information do not hesitate to call me at (850) 229-9110.

Attachment

GULF COUNTY  
COMMISSIONERS  
OCT 19 PM 3:00

15 OCT 21 5:42:03  
MARSHALL NELSON  
10127/15 LL

10127/15 LL

# BID TABULATION SHEET

**BID #1415-32**

**PROJECT: 2015 SPECIFIC TRAINING - EMERGENCY MANAGEMENT**

COMPANY NAME	BASE BID	ALTERNATE #1	ALTERNATE #2
DSI Group, LLC	16,000.00		

  
 Clerk 9/28/15 Date

  
 BCC Representative 9/28/15 Date

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

MEMO

Date: October 12, 2015

To: Board of County Commissioners

From: Mark Cothran, Public Works Director *MC*

Re: Reject All Bids for Bid #1415-33

1- Recommend rejecting all bids for GCPW Inventory Bid #1415-33.

Thank you,  
MC

15 OCT 21 PM 12:11  
GULF COUNTY PUBLIC WORKS  
1001 TENTH STREET  
PORT ST JOE, FL 32456

CONTRACT CHANGE ORDER

CONTRACT FOR EDC WEBSITE	ORDER NO. 6
	DATE 10/27/15
	STATE FLORIDA
	COUNTY GULF

OWNER GULF COUNTY BOARD OF COUNTY COMMISSIONERS

To OUTPOST DESIGN Bid #1213-19 (Piggy-Back TDC Bid)  
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
14-15 PREVIOUS MONTHLY FEE:	\$ 600.00	15 OCT 21 PM 12:11 CLERK OF CIRCUIT COURT GULF COUNTY, FLORIDA
15-16 Website Hosting Services for EDC	\$ 80.00	
15-16 Email Services	\$ 12.50	
15-16 Website Support Services	\$ 200.00	
TOTAL	\$ 292.50	
NET CHANGE IN CONTRACT PRICE	- \$ 307.50	

JUSTIFICATION:

Hosting, support and email services for and the Gulf County Economic Development Coalition website. This will be an ongoing monthly expense, with a 30-day termination clause.

The amount of the Contract will be (Increased/**Decreased**) by \$307.50, not to exceed the Sum of \$ 292.50 per month.

The Contract Total including this and previous Change Orders will be: not to exceed two hundred ninety-two dollars and 50/100 for website hosting, support and email services.

The Contract Period will be on a month-by-month basis until termination by one or both parties.

This Document will become a supplement to the contract and all provisions will apply hereto.

Requested \_\_\_\_\_ Ward McDaniel, Chairman (Owner- County) \_\_\_\_\_ (Date)

Accepted \_\_\_\_\_ Outpost Design, Project Manager (Contractor) \_\_\_\_\_ (Date)

10/27/15 CC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

Financial Project No.: 43671815401  
Catalog of State Financial Assistance No.: 55016

13 OCT 01 PM 12:10

This Small County Road Assistance Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Gulf \_\_\_\_\_ County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 43671815401, for costs directly related to the resurfacing or reconstruction of Atlantic Street from SR 30 (US 98) to Georgia Avenue, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager 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 shall consist of the actions and services described in Exhibit B, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. 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 COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon 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.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

**122**  
10/27/15 KS

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

Florida Department of Transportation  
Program Management  
1074 Highway 90  
Chipley Florida 32428

**TO COUNTY:**

Gulf County BOCC  
**1000 Cecil G. Costin Sr. Blvd.  
Room 312  
Port St. Joe, Florida 32456**

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before May 31, 2016.
- ii) Construction to be completed on or before December 31, 2016.

B. The COUNTY agrees to complete the PROJECT on or before February 28, 2017. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months 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 agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of \$99,925.00.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

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

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

D. 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.

E. 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.

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

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit \_\_\_\_\_, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

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

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

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

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

N. 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.

O. 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 three 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.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], 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."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who 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.

#### 4. INDEMNITY AND INSURANCE

A. 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."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance 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 \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's 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, Florida Statutes, 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, national origin, age or disability 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, Florida Statutes.

## 6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

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

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not 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 COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, 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 non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY elects to have an audit conducted in accordance with the

provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

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

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- a. The DEPARTMENT at the following address:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- 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

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

- a. The DEPARTMENT at the following address:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- iii. 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local 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 COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) 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 COUNTY 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 (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

## 7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

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

## 8. 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 shall exist 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.

H. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on 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, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Gulf \_\_\_\_\_ COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_(SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_(SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DISTRICT SECRETARY  
DISTRICT \_\_\_\_\_

District Construction/Maintenance  
Engineer Approval:

\_\_\_\_\_

Legal Review:

\_\_\_\_\_

Availability of Funds  
Approval:

\_\_\_\_\_

(Date)

### EXHIBIT A

**FEDERAL** and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY 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 COUNTY 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 COUNTY 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>
-----------------------	--	---------------

#### Compliance Requirements

- 1.
- 2.
- 3.

#### **STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.016	99,925.00

#### Compliance Requirements

- 1.
- 2.
- 3.

#### Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

#### Compliance Requirements

- 1.
- 2.
- 3.

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 A be provided to the COUNTY.

## EXHIBIT A

### STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

##### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** SMALL COUNTY ROAD ASSISTANCE PROGRAM  
**CSFA Number:** 55.016  
**\*Award Amount:** \$99,925.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

#### COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.016 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## **EXHIBIT "B"**

### **SCOPE OF SERVICES**

Resurface approximately 0.354 miles of Atlantic Street from US 98 to Georgia Avenue including safety improvements, restriping, shoulder stabilization, culvert replacement/extensions, end treatments, replace signs, grassing, etc.

#### **AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**EXHIBIT "C"**

**DELIVERABLES**

FINANCIAL PROJECT NO. 43671815401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Gulf County referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2016	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$ 99,925	\$	\$	\$
Design	\$ 14,989	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 79,940	\$	\$	\$
CEI	\$ 4,996	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	( ___%) or \$ 99,925	( ___%) or \$	( ___%) \$	( ___%) \$
Local Participation	( ___%) or \$	( ___%) or \$	( ___%) or \$	( ___%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$ 99,925	\$	\$	\$

<p><b>Financial Project No:</b> <u>41040625401</u></p> <p><b>Contract No.</b> <u>G0296</u></p>	<p><b>Vendor No.:</b> <u>F596000627016</u></p> <p><b>CSFA No. and Title:</b> 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)</p>
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**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation (“Department”) and Gulf County, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program (“SCOP”) has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (“RAO”)) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit “A” attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, and D are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement.

RECEIVED  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
10/27/15

**135**  
10/27/15 KS

- F. Waiver or reduction of the Recipient contribution is authorized by the Department, as authorized in Section 288.0656(7)(a), Florida Statutes, and the waiver of financial match requirements in Section 288.06561, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through December 30, 2016. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before October 1, 2015, and design plans to be completed by March 31, 2016.
  - b. Actual Construction shall begin no later than June 1, 2016, and be completed by December 30, 2016.
4. The Department will participate in a maximum of 100% of the actual total project costs up to \$1,128,843 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 41040625401, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approval in advance by the Department.

- d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) 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. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman

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

- h. 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 include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“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 (1) 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 one (1) year.”

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
  - l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
  - m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, 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. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements

of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(1), Florida Statutes.
  - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. .
9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
  - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly

provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient 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.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.
13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who 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 Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance 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 \$200,000 per person and \$300,000 each occurrence, and property damage

insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:  
Florida Department of Transportation  
Program Management  
1074 Highway 90  
Chipley Florida 32428  
Attention: Project Manager  
Copy: District Chief Counsel

TO RECIPIENT:  
Gulf County BOCC  
Attn: Michelle Childs  
1000 Cecil G. Costin Sr., Blvd  
Port St. Joe, Florida 32456

23. 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.
24. 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.
25. This Agreement shall not be construed to grant any third party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes 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 Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
28. 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 thus remains 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.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:

- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. This Agreement may be executed in duplicate originals.
33. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

*The remainder of this page intentionally left blank.*

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

Gulf County  
(Name of RECIPIENT)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Title: Chairman

BY: \_\_\_\_\_  
Title: District Three Secretary

Print Name Ward McDaniel

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Print Name \_\_\_\_\_

See attached encumbrance form for date of funding approval by Comptroller

Recipient's Legal Review \_\_\_\_\_

Print Name \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND**  
**DELIVERABLES**

Widen and resurface roadway including safety improvements; retriiping; shoulder stabilization; culvert replacement/extensions; end treatments; replace signs; and grassing.

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**EXHIBIT "B"**

**METHOD OF COMPENSATION**

FINANCIAL PROJECT NO. 41040625401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Gulf County

referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2016	FY _____	FY _____	TOTAL
I. TOTAL PROJECT COST:	\$1,505,124	\$	\$	\$
Design	\$ 88,890	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$1,003,463	\$	\$	\$
CEI	\$ 36,490	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$1,128,843	(100%) or \$	(100%) or \$	(%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$ 376,281	\$	\$	\$
TOTAL PROJECT COST:	\$1,505,124	\$	\$	\$

Please submit four (insert no. of invoices required) copies of invoice(s) to the following address:  
Florida Department of Transportation Program Management Office  

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1074 Highway 90 Chipley Florida 32428

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**EXHIBIT "C"**

**STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)  
**CSFA Number:** 55.009  
**Award Amount:** 1,128,843.00

Specific information for CSFA Number 55.009 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

Compliance requirements for CSFA Number 55.009 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**EXHIBIT "D"**  
**NOTICE OF COMPLETION**

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

Gulf County RECIPIENT

PROJECT DESCRIPTION: Widen and resurface County Road 5 from SR 22 to Stone Mill Creek Road

FINANCIAL PROJECT NUMBER: 41040625401

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COUNTY INCENTIVE GRANT PROGRAM AGREEMENT**  
**(County Letting)**

Financial Project No.: 42803535401  
Catalog of State Financial Assistance No. 55.008  
COUNTY: Gulf

This County Incentive Grant Program (CIGP) Agreement, hereinafter referred to as the "AGREEMENT", by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and Gulf County, hereinafter referred to as the "COUNTY."

**RECITALS**

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this AGREEMENT; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 42803535401 for resurfacing of Old Bay City Road from Crossover Road to Clyde Teat Road, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; 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;

WHEREAS, the recitals set forth above are true and correct and are deemed to be restated herein.

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: resurfacing Old Bay City Road from Crossover Road to Clyde Teat Road, as further described in Exhibit A (Scope of Services) attached hereto and made a part hereof.

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 (Exhibit E, Notice of Completion).

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. 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.

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements

DEPARTMENT'S Construction Training and Qualification Program. The COUNTY may chose to satisfy this requirement by either hiring a DEPARTMENT prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

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

H. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

J. All notices under this AGREEMENT shall be directed to the following addresses:

<b>TO DEPARTMENT:</b>	<b>TO COUNTY:</b>
Florida Department of Transportation	Gulf County Board of County Commissioners
Program Management	<b>1000 Cecil G. Costin Sr. Blvd.</b>
1074 Highway 90	<b>Room 312</b>
Chipley Florida 32428	<b>Port St. Joe, Florida 32456</b>

**2. TERM**

A. The term of this AGREEMENT shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in Exhibit B (Schedule of Services) attached hereto and made a part hereof. If the COUNTY does not complete or maintain the project in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

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 COUNTY and the DEPARTMENT agree to share the cost of this PROJECT pursuant to 339.2817, F. S. The parties agree that the estimated total PROJECT costs are One million seven hundred twnty thousand two hundred eleven dollars (\$1,720,211.00). The parties further agree that the DEPARTMENT's maximum participation is Eight hundred sixty thousand one hundred five dollars (\$860,105.00) and all remaining costs of the PROJECT will be borne by the COUNTY. These amounts are outlined in Exhibit C (Schedule of Funding) attached hereto and made a part hereof.

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) Any provisions for an advance payment are provided in Exhibit D attached hereto and made a part hereof.

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) Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services and Project Plans when approved by the DEPARTMENT. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed as specified in Section 1. F. was met, and that the criteria for evaluating successful completion as specified in Section 1. B. was met.

vi) The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values (**Schedule of Values would only apply to a construction project**) 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.

vii) All costs charged to the Project by the COUNTY shall be supported by detailed invoices, proof of payments, 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 unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. Within thirty (30) days after completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, (Exhibit E, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

D. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) 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 after receipt of the invoice and receipt, inspection, and approval of the goods or 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.

E. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant 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.

F. If this AGREEMENT involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

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

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

I. Travel costs will not be reimbursed.

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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred 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. 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.

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 129.06 Florida Statutes, 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 Section 129.07 Florida Statutes.

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, consultant or subconsultant 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, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **4. INDEMNITY AND INSURANCE**

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

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

#### **C. LIABILITY INSURANCE.**

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

The COUNTY shall require any and all contractors, subcontractors, consultants and subconsultants it may enter agreements with in connection with the PROJECT to cause the DEPARTMENT to be made an Additional Insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants and subconsultants for their operations relating to the PROJECT.

D. WORKERS' COMPENSATION. The COUNTY shall also carry, and cause any contractors, subcontractors consultants and subconsultants it may enter agreements with in connection with the PROJECT to carry, Worker's Compensation insurance in accordance with the requirements under Florida's Worker's Compensation law.

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

## 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, Florida Statutes, 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, Florida Statutes.

## 6. AUDIT

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

### B. MONITORING

i) 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 Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

### C. FEDERAL AUDITS

i) 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:

ii) 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 F to this AGREEMENT indicates Federal resources awarded through the DEPARTMENT by this AGREEMENT, if applicable. 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.

iii) In connection with the audit requirements addressed in Subparagraph i), the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

iv) 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 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).

v) 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.

#### D. STATE AUDITS

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

ii) 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 of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; 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 F to this agreement indicates state financial assistance awarded through the DEPARTMENT by this AGREEMENT, if applicable. 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.

iii) In connection with the audit requirements addressed in sub-paragraph i) the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iv) 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, Florida Statutes, 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, Florida Statutes, 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).

v) 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.

#### E. OTHER AUDIT REQUIREMENTS

i) 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.

ii) 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 DEPARTMENT, the Comptroller, 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.

## F. REPORT SUBMISSION

i) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Paragraph C (FEDERAL AUDITS) 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  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

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.

ii) In the event that a copy of the reporting package for an audit required by Paragraph C (FEDERAL AUDITS) 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 the following:

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

a) 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 the following address: (Insert mailing address(es) of office(s) responsible for program oversight)

iii) Copies of financial reporting packages required by Paragraph D (STATE AUDITS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the following:

a) The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

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

iv) Copies of reports or the management letter required by Paragraph E (OTHER AUDIT REQUIREMENTS) of this AGREEMENT shall be submitted by or on behalf of the recipient directly to the DEPARTMENT at the following address:

a) The DEPARTMENT at each of the following addresses: (Insert mailing address(es) of office(s) responsible for program oversight)

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

v) 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.

vi) 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.

## G. RECORD RETENTION

i) The recipient shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the DEPARTMENT, or its designee, the state CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

## 7. 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, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the 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.

## 8. 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 **160**

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 Gulf 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 7.

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.

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, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Gulf COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF **COUNTY COMMISSIONERS**

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DISTRICT SECRETARY DISTRICT THREE

NAME: \_\_\_\_\_

DOT Legal Review:

\_\_\_\_\_

Availability of Funds Approval:

\_\_\_\_\_

(Date)

**Exhibit A**  
**SCOPE OF SERVICES**

The scope of work will include approximately 2 miles of road construction along the northern most end of Old Bay City Road. Construction will begin at the end of the Phase II construction and continue towards CR 381. Construction will include earthwork, stabilization, base, asphalt, culvert replacement/extensions, new/replace signs, and grassing.

**AGENCY RESPONSIBILITIES:**

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

**Exhibit B  
SCHEDULE OF SERVICES**

- I. Design to be completed on or before March 30, 2016.
- II. Construction contract to be let on or before May 31, 2016.
- III. Construction to be completed on or before December 31, 2016.

**EXHIBIT "C"****SCHEDULE OF FUNDING**FINANCIAL PROJECT NO. 42803535401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Gulf County referenced by the above Financial Project Number.

Schedule of Funding:

	FY <u>2016</u>	FY _____	FY _____	TOTAL
<b>I. TOTAL PROJECT COST:</b>	\$1,720,211	\$	\$	\$
Design	\$ 55,954	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 776,874	\$	\$	\$
CEI	\$ 27,277	\$	\$	\$
<b>II. PARTICIPATION:</b>				
Maximum Department Participation	(___%) or \$ 860,105	(___%) or \$	(___%) \$	(___%) \$
Local Participation	(___%) or \$	(___%) or \$	(___%) or \$	(___%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$ 860,105	\$	\$	\$
<b>TOTAL PROJECT COST:</b>	\$1,720,211	\$	\$	\$

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

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

Exhibit E  
**NOTICE OF COMPLETION**

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

PROJECT DISCRPTION Resurfacing of Old Bay City Road from Crossover Road to Clyde Teat Road  
FINANCIAL MANAGEMENT ID# 42803535401

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

(COUNTYGulf, Florida)

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

---

**ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE**

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

SEAL:

By: \_\_\_\_\_, P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit F  
AUDIT**

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:  
Catalog of Federal Domestic Assistance: (Number & Title)  
Amount: \_\_\_\_\_

Compliance Requirements

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

STATE RESOURCES

Agency: Florida Department of Transportation  
Catalog of State Financial Assistance: County Incentive Grant Program (55.008)  
Amount: \$860,105.00

Compliance Requirements

The PROJECT must:

1. be a facility. CIGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).\*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.\*

\*If the PROJECT is not in these plans, it must be amended into them within six months of application.

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 F be provided to the recipient.

## EXHIBIT F

### STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

##### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** COUNTY INCENTIVE GRANT PROGRAM  
**CSFA Number:** 55.008  
**\*Award Amount:** \$860,105.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.008 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

#### COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.008 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



GULF COUNTY  
E9-1-1 DEPARTMENT

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

INTEROFFICE MEMORANDUM

TO: GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
FROM: BEN GUTHRIE *[Signature]*  
DATE: 10/12/2015  
SUBJECT: TRANSFER OF ASSET # 95-18

---

On September 27, 2011, the Board of County Commissioners allowed our 911 office to offer our used ECS 1000 (911 router), Asset # 95-18 to any other county in Florida that may have need of it. Up until now there have been no takers. Hillsborough County has now requested our used ECS 1000 for use in the Tampa Communications Division. I am requesting permission of the Board to transfer this unit to Hillsborough County for their use.

If there are any questions or concerns please feel free to contact me at 229-9111.

15 OCT 21 PM 12:04  
RECEIVED  
OFFICE OF THE  
CLERK OF THE  
BOARD OF COUNTY  
COMMISSIONERS  
GULF COUNTY, FLORIDA



**GULF COUNTY  
E9-1-1 DEPARTMENT**

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

SEP 21 10 50 AM '11

**INTEROFFICE MEMORANDUM**

**TO:** GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
**FROM:** BEN GUTHRIE  
**DATE:** SEPTEMBER 21, 2011  
**SUBJECT:** E9-1-1 SYSTEM REMOVAL AND INVENTORY CLEAN-UP

---

Gulf County E-911 in conjunction with Calhoun and Franklin Counties are requesting permission to pass our old 911 system (95-18) to another county that can use the system for either upgrade or spare parts. With permission we will advertise to the other 64 counties in Florida to see who could use it. I am also requesting that it be removed from our inventory along with some other equipment that has failed or been traded for upgrades.

- |       |   |        |
|-------|---|--------|
| 95-24 | Dell Precision M90                      | Remove |
| 95-28 | HP Tower/Monitor                        | Remove |
| 95-38 | HP 755 C Plotter                        | Remove |
|       | (Traded for New GIS/EM Plotter in 2010) |        |
| 95-4  | Dell Latitude                           | Remove |
| 95-5  | Dictaphone Logging Recorder             | Remove |
|       | (Traded for new recorder in 2009)       |        |

Cc: Don Butler

**BCC APPROVED**

DATE 9/21/11 D.C. BM

9/27/11 174

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick 172**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

September 21, 2015

Mr. Ward McDaniel, Chairman  
Gulf County Board of County Commissioners  
1000 Cecil Costin Boulevard  
Port St. Joe, FL 32456

Dear Chairman McDaniel;

We request permission to donate the following items to Sacred Heart Hospital, a non-profit organization. This equipment was purchased with Grant Funds combined with a funding from Sacred Heart Hospital of \$136,100.00 and housed at Sacred Heart Hospital Medical building.

- |               |                                       |
|---------------|---------------------------------------|
| 1) SEL-00014  | Selenia Tungsten                      |
| 2) ASY-01418  | Selenia Acquisition Workstation       |
| 3) ASY-00737  | Selenia Localization Kit              |
| 4) 2-700-0048 | Chair Mammography Position            |
| 5) STLC-0003  | Digital Stereoloc II                  |
| 6) R2SYS-2021 | R2 Cenova +IC Cad Port 1 + Citra Core |

Your consideration in the matter would be greatly appreciated. If you have any questions, please do not hesitate to call 227-1276 ext 103. Your staff can work directly with Rhonda Gay in our office, she can be reached at 227-1276 ext 122.

Sincerely,

Marsha Lindeman, ARNP, MSN  
Florida Department of Health in Gulf County, Administrator

15 OCT 21 PM 12:04  
FLORIDA DEPARTMENT OF HEALTH  
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

2015 SEP 22 PM 5:44  
GULF COUNTY  
BOARD OF COUNTY COMMISSIONERS

**Florida Department of Health**

In GULF COUNTY  
2475 Garrison Ave., Port St. Joe, FL 32456, Phone: 850-227-1276, Fax: 850-227-1794  
807 Highway 22, Wewahitchka, FL 32465, Phone: 850-639-2644, Fax: 850-639-2357

[www.FloridasHealth.com](http://www.FloridasHealth.com)

TWITTER: HealthFL  
FACEBOOK: FLDepartmentofHealth  
YOUTUBE: fldoh

10/27/15 LL

**172**



## Hologic Selenia Mammography

NGA # 1 C76HF19615-01-00

1 each SEL-00014	Selenia, Tungsten, Mammo St Loc Sys DOM, serial #29406116811W
1 each ASY-01418	Selenia Acquisition Workstation, Serial 28106116837
1 each ASY-00737	Selenia Localization Kit
1 each 2-700-0048	Chair Mammography Position
1 each STLC-00003	Digital Stereoloc Serial#20610110353
1 each R2SYS-2021	R2 Cenova +IC Cad Port 1 + Citra Core Serial#C3467



# HOLOGIC™

35 Crosby Drive  
Bedford, MA 01730

HOLOGIC, INC.  
Tel:  
E-Mail:

**175**

## INVOICE

<b>Number</b>	
6346072 -01	
<b>Date</b>	<b>Page</b>
20-OCT-11	1
<b>PO Number</b>	
PR5955949	
<b>Sales Order Number</b>	
1235518	
<b>Customer Num</b>	<b>Currency</b>
148809	USD
<b>Waybill Number</b>	
98999655 Lynden	

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
GULF COUNTY HEALTH DEPT  
2475 GARRISON AVE  
PORT SAINT JOE, FL 32456

**SHIP TO:**

GULF COUNTY HEALTH  
DEPT  
3801 E HWY 98  
PORT SAINT JOE, FL 32456

<b>Terms</b> 30 NET	<b>Due Date</b> 19 NOV-11	<b>Salesperson</b> Wallace, Paige	<b>Customer Contact</b>
<b>Ship Date</b> 20-OCT-11		<b>Ship Via</b> LYDAF	<b>Shipping Reference</b>
<b>Freight Terms</b>		<b>Requestor/Delivery</b>	<b>Confirm To/Telephone</b>

Item No.	Part Number/Description	Quantity		Unit Price	Extension
		Ordered	Shipped		
1	SEL-00014:SELENIA.TUNGSTEN.MAMMO ST LOC SYS, DOM Serial: 29406116811W	1	1	225,000.00	225,000.00
2	ASY-00737:KIT, SELENIA LOCALIZATION	1	1	2,100.00	2,100.00
3	2-700-0048:CHAIR, MAMMOGRAPHY POSITION	1	1	4,500.00	4,500.00
4	STLC-00003:DIGITAL STEREOLOC II Serial: 20610110353	1	1	72,500.00	72,500.00
5	MP301-D:PRODUCT, MAMMOPAD, MP301, DEMONSTRATION PRODUCT, QTY 25	1	1	0.00	0.00
6	MAN-00870:MAMMOPAD MARKETING PACKET	1	1	0.00	0.00
7	APPS-TRAIN-MAMM:APPS.TRAINING MAMMO/NT	1	1	0.00	0.00
8	R2SYS-2021-R2 CENOVA + IC CAD PORT 1 + CITRA CORE Serial: C3467	1	1	30,000.00	30,000.00
<p>Notes: THANK YOU FOR YOUR ORDER - WE APPRECIATE YOUR BUSINESS! PLEASE DIRECT INQUIRIES TO SALES ADMINISTRATION AT THE ABOVE NUMBER.</p> <p>LORAD FIELD SERVICE WILL CONTACT YOU DIRECTLY TO ARRANGE DELIVERY AND INSTALLATION OF YOUR EQUIPMENT. Notes: CONTACT: TAMMY DAVIS</p>					
<b>Special Instructions</b>		<b>SUBTOTAL</b> 334,100.00	<b>TAX</b>	<b>S&amp;H</b> 0.00	<b>TOTAL</b> 334,100.00

REMIT TO: Hologic Inc.  
24506 Network Place  
Chicago, IL 60673-1245

**ELECTRONIC WIRE INSTRUCTIONS**  
Account #: 323869386  
ABA Routing: 021-000021  
SWIFTCODE: CHASUS33

FEDERAL ID: 04-2902449

\$ 198,000.00 DCH  
\$ 136,100.00 SHH

"We also accept MasterCard, Visa and American Express credit cards."

*Invoice Disclaimer: Certain Providers may have independent obligations to affirmatively advise their third party payer, fiscal intermediaries, carriers or fiscal agents about the existence of a discount. As required by law or contract, any discounts on this invoice must be reported to these entities.*

334,100 **175**

AGREEMENT BETWEEN  
THE FLORIDA DEPARTMENT OF HEALTH, THROUGH ITS GULF COUNTY  
HEALTH DEPARTMENT, AND SACRED HEART HEALTH SYSTEM, INC.  
REGARDING DIGITAL MAMMOGRAPHY EQUIPMENT

THIS Agreement is executed as of the date signed by all parties hereto between the Florida Department of Health, through its Gulf County Health Department ("GCHD"), and Sacred Heart Health System, Inc., a Florida non-profit corporation, ("SHH").

WHEREAS, on June 8, 2010, the GCHD applied for a grant from the Department of Health and Human Services, Health Resources and Services Administration ("HRSA") for the purpose of defraying the costs associated with its intended purchase of the equipment necessary to constitute a comprehensive digital mammography system, including its installation ("Equipment"); and

WHEREAS, prior to submission of the HRSA grant application, SHH issued a letter of commitment, contingent upon receiving an actual HRSA grant award, to GCHD for the contribution required to offset the difference between the actual cost of the Equipment, as determined by the competitive procurement process described in Section 287.057, Florida Statutes, and any funding made available as a result of the HRSA grant application; and

WHEREAS, on August 17, 2010, GCHD received notice from HRSA that its grant application had been approved and funding in the amount of \$198,000 was available for use by the GCHD to purchase the Equipment; and

WHEREAS, the GCHD and SHH desire to memorialize the informal understanding currently existing between the parties regarding the purchase, use and maintenance of the Equipment.

NOW THEREFORE, the parties agree as follows:

I. GCHD agrees to the following terms:

A. PURCHASE OF EQUIPMENT. GCHD agrees to prepare all documents and facilitate the procurement of the Equipment through use of the State of Florida's competitive procurement process as described in Chapter 287, Florida Statutes.

B. USE OF GRANT FUNDS. GCHD agrees to take all actions necessary to utilize the HRSA grant funds awarded for purchase of the Equipment.

C. LEASE OF EQUIPMENT. GCHD shall lease the Equipment to SHH. No rental shall be charged for the use of the Equipment. GCHD acknowledges that the Equipment will be installed in the SHH Medical Office Building located on its property at 3801 East Highway 98 in Port St. Joe, Florida (the "Facility") and operated by SHH employees or agents.

II. SHH agrees to the following terms:

A. TRANSFER OF FUNDS. Within three business days of the delivery equipment to the

SHH Medical Office Building, SHH agrees to transfer funds to GCHD in an amount equal to the difference between the amount of the bid award and \$198,000.

B. FACILITY ACCESS FOR INSTALLATION. SHH agrees to allow vendor in receipt of the bid award access to the Facility for purposes of installing the Equipment.

C. USE OF EQUIPMENT. SHH agrees to use the Equipment to provide radiology services to residents of Gulf County, including charity care to qualified indigent residents referred by GCHD. For the purposes of this Agreement an "indigent" is defined as an individual whose income is at or below the poverty guidelines established annually by the United States Department of Health and Human Services.

D. MAINTENANCE AND REPAIR. SHH shall be solely responsible for all costs related to maintenance and repair of the Equipment. SHH shall maintain the Equipment in good and operational condition.

E. INSURANCE. SHH agrees to purchase any and all insurance necessary to protect against loss of the Equipment. SHH agrees to name GCHD as an additional insured on any such policy of insurance. SHH agrees to provide proof of such insurance coverage to GCHD annually.

F. FACILITY ACCESS FOR GCHD. Upon two days notice, SHH agrees to allow GCHD representatives access to the Facility for purposes of ensuring that SHH is in compliance with the terms of this Agreement.

III. GCHD and SHH mutually agree to the following terms:

A. RECITALS. The recitals as stated at the beginning of this Agreement are true and correct.

B. TERM. The term of this agreement shall be for a period of one year commencing on the date signed by all parties, and if not sooner terminated, terminating on the 30th day of September, 2012, subject to SHH's option to renew, as described in this agreement.

C. RENEWAL. SHH shall have the right to renew the terms of this Agreement for an additional one year term so long as SHH provides written notice to the GCHD of its exercise of such right at least thirty days prior to the expiration of the original term. The terms of any renewal Agreement shall be the same as stated herein.

D. TERMINATION. Either party shall have the right to terminate this agreement with or without cause by providing thirty days written notice to the other party.

E. NOTICE. All notices required pursuant to this Agreement shall be in writing and either delivered personally or sent via certified mail to the party's designated representatives who are as follows:

1. SHH: Roger Hall, President, Sacred Heart Hospital on the Gulf, 3801 East Highway 98, Port St. Joe, Florida, 32456, with a copy to Karen Emmanuel, General Counsel, Sacred

Heart Health System, Inc., 5151 North 9<sup>th</sup> Ave., Pensacola, Florida, 32504.

2. GCHD: Marsha Player Lindeman, Administrator, Gulf County Health Department, 2475 Garrison Avenue, Port St. Joe, Florida, 32456, with a copy to Jennifer Tschetter, Chief Legal Counsel, Florida Department of Health, 4025 Bald Cypress Way, Bin # A02, Tallahassee, Florida 32399.

Either party may change its address or designated representative by delivering notice thereof to the other party in accordance with the provisions of this section.

F. AMENDMENT. This Agreement may be modified or amended only by a writing duly authorized and executed by both GCHD and SHH.

G. ASSIGNMENT OR LEASE. The SHH shall not have the right to assign this Agreement or lease the Equipment or any interest or portion thereof without GCHD's express written consent.

H. LIABILITY AND INDEMNIFICATION. This Agreement is made upon the express condition that during its term the GCHD is to be free from all liability and claim for damages by reason of any injury to any persons or property, including SHH and its property, from any cause in any way connected with the Equipment or caused by any acts of the SHH, its agents, or employees. SHH hereby covenants to defend and to indemnify GCHD and save GCHD harmless from all liability or loss arising out of any such injuries or losses, however occurring, except for any such injuries or losses which are the result of the act or negligence of GCHD, its agents or employees. The parties acknowledge that GCHD is part of the Florida Department of Health, an executive branch agency of the State of Florida. Nothing in this agreement should be construed to be a waiver of sovereign immunity any greater than the limited waiver set forth in Section 768.28. Florida Statutes.

I. BREACH. Prior to declaring a breach of this Agreement and pursuing any remedy available at law, GCHD and SHH agree to provide written notice of the alleged breach to the breaching party and allow the breaching party thirty business days following receipt of the notice to cure the alleged breach.

IN WITNESS WHEREOF this instrument has been executed by said GCHD and SHH as of the date first above written.

FLORIDA DEPARTMENT OF HEALTH, SACRED HEART HEALTH SYSTEM, INC,  
GULF COUNTY HEALTH DEPARTMENT a Florida non-profit corporation

Marsha P. Lindeman  
Marsha P. Lindeman, ARNP, MSN  
Administrator

Roger Hall  
Roger Hall  
President

Date: 9-1-2011

Date: 9/1/11



## Consumer's Certificate of Exemption

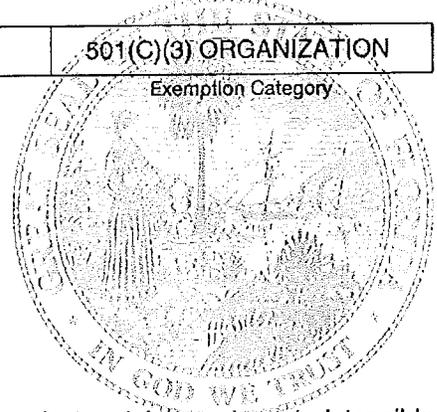
DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012620967C-4	05/31/2014	05/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SACRED HEART HEALTH SYSTEM INC  
5151 N 9TH AVE  
PENSACOLA FL 32504-8721



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# GULF COUNTY ASSET / INVENTORY ACTIVITY FORM

**180**

Initiating Department: Gulf County Health Department

Check type of Activity below:

Asset Acquisition  
 Asset Purchase \_\_\_\_\_  
Amount      Invoice#      Invoice Date      Vendor Name  
*Attach a copy of this form to the invoice when submitting to the Clerk's Office for payment*

Asset Donation \_\_\_\_\_  
Donation From      Asset Description      Value

Improvement to Existing Asset \_\_\_\_\_  
 \_\_\_\_\_  
 Describe the Need For and Description Of the Improvement, Attach a copy if necessary

Asset Transfer To  
 Receiving Department -- Name Sacred Heart Hospital  
 Surplus (useable condition but no longer needed by Department)

Asset Disposal

<input type="checkbox"/> Retired (check reason)	Retirement Reason:	<input type="checkbox"/> Obsolete / No longer needed
<input type="checkbox"/> Sold		<input type="checkbox"/> Non-Repairable
<input type="checkbox"/> Trade-in		<input type="checkbox"/> Repair Not Cost Effective
<input type="checkbox"/> Donate		<input type="checkbox"/> Cannibalized
<input type="checkbox"/> Return to other Government		<input type="checkbox"/> Other

Enter Information for Asset/Inventory Activity checked above (Use Attachment if needed)			
Department/Location	Asset Tag #	Description	Serial Number
		Mamogram Machine	

Enter Information for Vehicles, Heavy Equipment, Trailers (Use Attachment if needed)			
Vehicle Tag Number	Year, Make Model	Vehicle Identification No.	Odometer Miles

**Other Information :** \_\_\_\_\_  
 This equipment was purchased with the special grant funds and also with funds from Sacred Heart.  
 \_\_\_\_\_

**Department / Location Approval**  
*Forms not properly signed or incomplete forms will be returned to the Department*

Maisha Lindna      9-22-15  
 Department Head Signature \*      Date

\* As Department Head/Custodian, I understand that I am responsible for keeping track of the property under my custodianship and for locating and showing all property to the county auditor during the annual audit of the Capital Assets.

**Board of County Commissioners  
Consent Agenda Approval**

\_\_\_\_\_  
Date

*Approval must be obtained before transferring, disposing, or accepting an asset. Submit the completed form to the Clerk's Office for inclusion in the Board's Consent Agenda.*

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

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

15 OCT 21 PM 2:26  
PROPERTY OF THE  
CLERK OF THE  
COURT  
1000 CECIL G. COSTIN SR. BLVD.  
PORT ST. JOE, FLORIDA 32456  
PHONE (850) 229-4700

Memorandum

To: Gulf County Board of County Commissioners  
From: Jeremy T.M. Novak, County Attorney  
CC: County Administrator, Don Butler  
Economic Development Coalition Executive Director, Chris Holley  
Date: 10/20/2015  
Re: Policy Amendment - Gulf County Economic Development Coalition Amendment to Guidelines, Policy & Application adopted on September 22, 2015

Gulf County Board of County Commission adopted its Gulf County Economic Development Coalition ("GCEDC") Guidelines, Policy & Application on September 22, 2015 at its regular meeting. The "Requirements and Structure" section of the policy established a nine (9) member board to be rotated on three cycles for two year appointments. It is the recommendation of staff to amend the policy adopted to reflect alternatively two cycles to coincide with the two year appointments. Accordingly, there will be a first cycle for the initial four appointments and a second cycle for the other five appointments. The first cycle of four appointments under this amendment shall be up for appointments in May of 2016 and the second cycle would be up for appointments in May of 2017. The EDC Director and staff shall establish the two cycles and their appointees for those seats following the adoption of this amendment and submit to the County Administrator and county official record.

The following amendment is submitted after consultation and recommendation of Economic Development Coalition Executive Director, county administrative staff as well as administrative recommendations. The following guidelines, policy and procedures amendment is being submitted for your consideration. Following your consideration and review of this memorandum, it is the recommendation for this Board to adopt the following EDC guidelines and policy amendment.

Adopted in open session this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ Date \_\_\_\_\_  
Chairman of the Gulf County Board of County Commissioners

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



RESOLUTION NO. 2015-26A

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

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

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

WHEREAS, FDOT is willing to provide Gulf County with financial assistance under Financial Management Number 422457-3-54-01 for costs directly related to placement of sand on SR 30E Cape San Blas Road from MP 3.516 to MP 3.611, for the protection of rock revetment along said road, hereinafter referred to as the "PROJECT";

NOW, THEREFORE, BE IT RESOLVED by the Gulf County Board of County Commissioners that the Chairman of the Board is authorized to sign the Joint Participation Agreement (J.P.A.) with FDOT for placement of sand on SR 30E Cape San Blas Road from MP 3.516 to MP 3.611, for the protection of rock revetment along said road, and for the Chairman, Chief Administrator or Grant Coordinator to sign any and all documents relating to this Project and Funding; and

BE IT FURTHER RESOLVED, Gulf County Commission approved the Joint Participation Agreement (J.P.A.) at its September 22, 2015 regular meeting and a condition of the J.P.A. was to accompany it with a signed formal resolution of the Commission and therefore this document shall memorialize the Commission's approval through its ratification.

ADOPTED this 27th day of October, 2015.

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

ATTEST:

BY: WARD MCDANIEL
CHAIRMAN

BY: CLERK / DEPUTY CLERK

15 OCT 27 12:00 PM
GULF COUNTY BOARD OF COUNTY COMMISSIONERS

**RESOLUTION  
2015-**

**WHEREAS**, the Board of County Commissioners of Gulf County, Florida, has unanticipated revenue in the General Fund, EMS Grant Fund, W911 Fund, BP & Restore Act Fund, TDC Fund

**WHEREAS**, said revenue adjustments are necessary for expenditures incurred in fiscal year 2014-2015;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

The 2014-2015 fiscal year budget is to be amended as follows:

FILED FOR THE  
 AT THE CLERK'S OFFICE  
 OF GULF COUNTY, FLORIDA  
 15 OCT 21 PM 12:00

**GENERAL FUND**

		<b>Original Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b><u>Revenues:</u></b>				
00131-29001	HMGP Disaster Relief	0.00	28,875.00	28,875.00
00131-39001	Other Physical Envir. Grants	0.00	20,706.00	20,706.00
00131-39001	HCP Other Physical Envir. Grants	0.00	218,054.00	218,054.00
00131-49000	Other Transportation Grant	0.00	191,324.00	191,324.00
00134-49000	Other Transportation Grants	0.00	5,866,210.00	5,866,210.00
00134-49000	SCRAP FDOT-SCRAP Grants	0.00	160,414.00	160,414.00
00141-51000	Tax Collector	200,000.00	6,000.00	206,000.00
00197-98000	Less 5%	(695,577.00)	16,838.00	(678,739.00)
<b><u>Expenditures:</u></b>				
22213-91001	Tax Collector TDC Fee	25,000.00	22,838.00	47,838.00
223525-31000	HMGP Professional Services	0.00	28,875.00	28,875.00
223541-63000	SCRAP Infrastructure	0.00	160,414.00	160,414.00
33537-31000	HCP Professional Services	0.00	218,054.00	218,054.00
33537-52000	Operating Supplies	0.00	20,706.00	20,706.00
40249-31000	Professional Services	0.00	9,625.00	9,625.00
40341-31000	Professional Services	0.00	178,824.00	178,824.00
40341-63000	Infrastructure	0.00	12,500.00	12,500.00
40641-63000	Infrastructure	0.00	3,772,601.00	3,772,601.00
40741-63000	Infrastructure	0.00	2,083,984.00	2,083,984.00

**EMS GRANT FUND**

		<b>Original Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b><u>Revenues:</u></b>				
11134-22000	County EMS Grant Award	0.00	2,465.00	2,465.00
<b><u>Expenditures:</u></b>				
M5126-55000	Training & Education	0.00	2,465.00	2,465.00

10/27/15 LL

**W911 FUND****185**

		<b>Original Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b><u>Revenues:</u></b>				
12534-24000	Rural County Grant-W911	0.00	30,208.00	30,208.00
<b><u>Expenditures:</u></b>				
25125-34000	Other Contractual Services	0.00	26,041.00	26,041.00
25125-46200	Repair & Maint: Equip.	0.00	4,167.00	4,167.00

**BP & RESTORE ACT FUND**

		<b>Original Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b><u>Revenues:</u></b>				
119369-369300	Settlements	0.00	751,126.00	751,126.00
<b><u>Expenditures:</u></b>				
283513-31000	Professional Services	0.00	740,126.00	740,126.00
283513-40000	Travel and Per Diem	0.00	5,000.00	5,000.00
283513-41000	Communications & Freight Serv.	0.00	1,000.00	1,000.00
283513-52000	Operating Supplies	0.00	5,000.00	5,000.00

**TDC FUND**

		<b>Original Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b><u>Revenues:</u></b>				
600334-39001	Other Physical Envir. Grants	0.00	165,985.00	165,985.00
60034-58000	State Tourism Grant	0.00	5,000.00	5,000.00
600369-369300	Settlements	0.00	261,592.00	261,592.00
<b><u>Expenditures:</u></b>				
27452-31000	Professional Services	12,500.00	49,344.00	61,844.00
27452-47000	Printing and Binding	56,000.00	5,000.00	61,000.00
28039-31000	Professional Services	209,008.00	231,383.00	440,391.00
69984-96000	Cash To Be Carried Fwd - TDC	101,755.00	146,850.00	248,605.00

**THIS RESOLUTION ADOPTED** by the Gulf County Board of County Commissioners, this 27th day of October, 2015.

**ATTEST:**


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**Ward McDaniel, Chairman**


---

**Rebecca L. Norris, Clerk**
**185**



in the overregulation and restrictions to the commercial bait fish industry in Gulf County; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gulf County that in order to improve Florida’s fishing commercial industry the Board supports, promotes, and requests that the legislative contingency for this County as well as all areas of Florida, support any and all efforts to amend the purse seine regulations set forth in the Florida Administrative Code to enable non-food fish bait fishing; and

**BE IT FURTHER RESOLVED**, by the Board of County Commissioners of Gulf County that commercial fisherman be permitted to baitfish with documented and commercially licensed vessels up to 70 feet in length overall (LOA) and purse seine net gear specifications not to exceed 800 yards and maintain a minimum requirement of 350 yards; and

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, being put to vote, the vote as follows:

Commissioner McDaniel	_____
Commissioner Barnes	_____
Commissioner McLemore	_____
Commissioner Quinn	_____
Commissioner Bryan	_____

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

By: \_\_\_\_\_  
Ward McDaniel, Chairman

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Rebecca L. Norris, Clerk of Court

\_\_\_\_\_  
Jeremy T.M. Novak, Gulf County Attorney

(SEAL)

DULY adopted this 27<sup>th</sup> day of October, 2015.



To Whom It May Concern,

I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 40,560 Americans who will die of pancreatic cancer in 2015, approximately 2,980 of whom live in Florida. In 2015, pancreatic cancer will afflict more than 48,960 Americans, 73% of whom will die within one year of their diagnosis, and 93% of whom will die within five years of diagnosis.

On December 24, 2012, I lost my dad, Bill Hill, to pancreatic cancer at the age of 61. Diagnosed at Stage IV, my dad was only expected to live another 3-6 months. He was determined to fight this disease with everything in him and, despite the grim prognosis, made a date to see his doctors the following year. He kept that date, but died only a few days later. Advances in early detection and treatment options are key to beating this disease and could have made the difference in saving my dad's life.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just seven percent. Furthermore, the incidence and death rate for pancreatic cancer are increasing, and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance World Pancreatic Cancer Day you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and NCI funding information, upon request.

We request that one original of the proclamation be made available for our records. Please contact me at 904-868-1030 or [alison.strother@comcast.net](mailto:alison.strother@comcast.net) with any questions. I look forward to working with you to issue a proclamation that will recognize World Pancreatic Cancer Day and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Alison Strother

15 OCT 21 11:12:03

2015 OCT 21 11:12:03  
ALISON STROTHER  
2015 OCT 21 11:12:03

**Gulf County Proclamation**

RESOLUTION NO: \_\_\_\_\_

Declaring the month of November "Pancreatic Cancer Awareness Month" in Gulf County.

**WHEREAS** in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease;

**WHEREAS** pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States and is projected to become the second by 2020;

**WHEREAS** pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent;

**WHEREAS** when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years;

**WHEREAS** approximately 2,980 deaths will occur in Florida in 2015;

**WHEREAS** pancreatic cancer is the 7<sup>th</sup> most common cause of cancer-related death in men and women across the world;

**WHEREAS** there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and

**WHEREAS** the good health and well-being of the residents of Gulf County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

**BE IT THEREFORE RESOLVED** that the County Commissioners of Gulf County designate the month of November 2015 as "Pancreatic Cancer Awareness Month" in Gulf County.

GULF COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
REBECCA NORRIS  
CLERK OF COURT

\_\_\_\_\_  
WARD McDANIEL  
CHAIRMAN

**RESOLUTION NO. 2015-**

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

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

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

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

**WHEREAS**, F.D.O.T. shall reimburse Gulf County for direct costs under Financial Management Number 436718-1-54-01 for costs directly related to resurfacing of Atlantic Street from S.R. 30 (U.S. 98) to Georgia Avenue.

**ADOPTED** this 27<sup>th</sup> day of October, 2015.

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

**ATTEST:**

\_\_\_\_\_  
**WARD MCDANIEL  
CHAIRMAN**

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

15 OCT 21 PM 12:09  
GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
CLERK'S OFFICE  
1000 GULF BLDG  
GULF COUNTY, FLORIDA 32109

**RESOLUTION NO. 2015-**

**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 410406-2-54-01 for costs directly related to **widen and resurface County Road 5 from SR 22 to Stone Mill Creek Road**, 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. 5 from SR 22 to Stone Mill Creek Road.

**ADOPTED** this 27<sup>th</sup> day of October, 2015.

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

\_\_\_\_\_  
**WARD MCDANIEL  
CHAIRMAN**

**ATTEST:**

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

15 OCT 27 12:12:10  
Gulf County Board of Commissioners  
1000 W. Highway 90  
Gulf Breeze, FL 32561  
904.336.1234

RESOLUTION NO. 2015-\_\_\_\_\_

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

**WHEREAS**, the County Incentive Grant Program has been created by Section 339.2817, F.S. to provide funds to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

**WHEREAS**, the Florida Department of Transportation (F.D.O.T.) has the authority under Section 334.044, F.S. 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; and

**WHEREAS**, F.D.O.T. is willing to provide Gulf County with financial assistance through financial project #428035-3-54-01 for costs directly related to **resurfacing of Old Bay City Road from Crossover Road to Clyde Teat Road, Phase III**;

**NOW, THEREFORE, BE IT RESOLVED BY THE GULF COUNTY BOARD OF COMMISSIONERS** that the Chairman of the Board be authorized to sign the Joint Participation Agreement (J.P.A.) with F.D.O.T. for the **resurfacing of Old Bay City Road from Crossover Road to Clyde Teat Road, Phase III**.

**ADOPTED** this 27<sup>th</sup> day of October, 2015.

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

\_\_\_\_\_  
**WARD MCDANIEL, CHAIRMAN**

**ATTEST:**

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

15 OCT 27 PM 12:18  
GULF COUNTY BOARD OF COUNTY COMMISSIONERS  
CLERK / DEPUTY CLERK

Parcel 900.1  
Item/Segment No. 4335691  
Managing District 3  
S.R. No. 30 (US 98)  
County Gulf

**RESOLUTION \_\_\_\_\_**

**ON MOTION** of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the following Resolution was adopted:

**WHEREAS**, the State of Florida Department of Transportation proposes to construct or improve State Road No. 30 (US 98), Financial Project 4335691, in Gulf County, Florida; and

**WHEREAS**, it is necessary that certain lands now owned by Gulf County be used temporarily by the State of Florida for the use and benefit of the State of Florida Department of transportation; and

**WHEREAS**, said use is in the best interest of the County; and

**WHEREAS**, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a license agreement, or agreements, in favor of the State of Florida, for the purpose of highway improvements, and said request having been duly considered.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gulf County, that the application of the State of Florida Department of Transportation for a license agreement or agreements are for transportation purposes which are in the public or community interest and for public welfare; that a license agreement or agreements, in favor of the State of Florida, in Gulf County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$\_\_\_\_\_.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

**STATE OF FLORIDA**  
**COUNTY OF GULF**

15 OCT 21 PM 12:03

CLERK OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA

I **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Gulf County, Florida at a meeting held on the 27<sup>th</sup> day of October, 2015.

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

**BY:** \_\_\_\_\_  
**WARD MCDANIEL, CHAIRMAN**

**ATTEST:**

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



# Gulf County Sheriff's Office

## Sheriff Mike Harrison

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

FILED FOR RECORD  
RECEIVED  
CLERK OF DISTRICT COURT  
PORT ST. JOE, FLORIDA  
15 SEP 17 AM 10:37

September 17, 2015

Becky Norris  
Gulf County Clerk of the Court  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, FL 32456

Dear Becky:

We are requesting Beach Patrol Funds in the amount of \$4,252.29 for Aug 2015. This is to pay for salaries, taxes and benefits related to Beach Patrol for Aug 2015 and for fuel for the Beach Patrol Vehicle for August 2015. Attached is support for the amount requested. Please make the check payable to Gulf County Sheriff's Office.

If you have any questions, please feel free to contact me.

Sincerely,

Mike Harrison  
Gulf County Sheriff

Sufficient Funds available as of 9/17/15 8564

10/27/15 LL

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

William J. (Joe) Paul, SHIP Administrator  
1000 CECIL G. COSTIN SR. BLVD., ROOM 303, PORT ST. JOE, FLORIDA 32456  
PHONE (850) 229-6125 • FAX (850) 229-7190 • EMAIL: jpaul@gulfcountry-fl.gov  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 9:00 A.M., E.T.

17 September, 2015

TO: Mr. Don Butler

Subject: SHIP Rehab for Lester Hand 188 Hand Circle, Wewahitchka, FL 32465

Based on the three bids attached for this project, and the low bid being from Raymond A. Driesbach, LLC. I request that you approve the low bid (\$10,595.00) for awarding to this contractor.

*OK 9/22/15  
Don Butler  
Place in consent agenda for Oct. 27, 2015*

Sincerely,

*William J. Paul*

William J. Paul, SHIP Administrator

CARMEN L. McLEMORE

District 1

WARD MCDANIEL

District 2

JOANNA BRYAN

District 3

SANDY QUINN

District 4

FILED IN THE  
OFFICE OF THE  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
15 OCT 21 PM 12:12  
District 5

# Proposal

**FROM** RAYMOND A. DRIESBACH LLC  
 P.O. Box 162 (401 AVE C)  
 PORT ST. JOE, FL.  
 32457

Proposal No.

Sheet No.

Date

### Proposal Submitted To

### Work To Be Performed At

Name JOE PAUL (SNIP)  
 Street \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 Telephone number \_\_\_\_\_

Street 188 HAND DR  
 City WEWAHITCHA State FL  
 Date of Plans \_\_\_\_\_  
 Architect \_\_\_\_\_

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

- ① REPLACE CENTRAL (HEAT/COOL) UNIT
- ② RE-PIPE WATER LINES FROM WATER TO FIXTURES TO HOUSE - REPAIR WALLS AT PLUMBING ACCESS.
- ③ INSTALL STORM DOOR
- ④ REPLACE/REPAIR BATH VENT FAN
- ⑤ REPAIR KIT DAMAGE (LEAK)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$~~10,305.00~~).

with payments to be made as follows: \$10,595.00

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by \_\_\_\_\_

Respectfully submitted \_\_\_\_\_

Per \_\_\_\_\_

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

# Crest Enterprises and LD Inc

Crest Enterprises and Land Development, I

104 Heritage Lane  
Port Saint Joe, FL 32456

(850)527-0441  
mmedina@crestenterprises.com  
http://www.crestenterprises.com

## Estimate

Date	Estimate #
09/01/2015	1407
	Exp. Date

**Address**

Gulf County Building Department (ship)  
Brett Lowry  
Gulf County Board of County Commissioners  
(Ship Program)  
1000 Cecil Jean Costin Sr Blvd  
Port Saint Joe, FL 32456

Service	Activity	Quantity	Rate	Job Name	Amount
Construction	<ul style="list-style-type: none"> <li>1. Remove old air handler and out condenser</li> <li>2. Install new 2 ton unit with new air handler</li> <li>3. Install new front storm door</li> <li>4. Replace bathroom vent fan</li> <li>5. Install new water lines to all fixtures and water heater.</li> <li>6. Install new water main from house to meter</li> <li>7. Install new shut offs at all fixtures</li> <li>8. Repair drywall and walls in area sheet rock needs to be removed to access plumbing connections</li> <li>9. Paint walls to corner to corner in repair areas</li> <li>10. Remove corner bean above cabinets where sheet rock is damaged</li> <li>11. Repair sheet rock above cabinets</li> <li>12. Re paint soffit area corner to corner</li> </ul>	1	12,378.00	188 Hand Circle	12,378.00

Thank you for your business. God Bless

**Total** \$12,378.00

Accepted By:

Accepted Date:

Joe Paul

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**From:** James <jamestaunton5@yahoo.com>  
**Sent:** Tuesday, September 01, 2015 2:01 PM  
**To:** Joe Paul  
**Subject:** 188 hand circle

Joe please take my bid for 188 hand circle for \$15,000 for repairs.

Sent from my iPhone

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Gulf County Board of County Commissioners shall hold a public hearing to discuss and consider the following ordinance by the following title:

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF GULF COUNTY, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE LAND USE MAP AMENDMENT PURSUANT TO AUTHORITY UNDER FLORIDA STATUE 163.3187 AND FLORIDA STATUTE 125; SPECIFICALLY AMENDING PARCEL ID #01045-050R, 1 ACRE OF LAND LYING AND BEING PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 9 WEST, GULF COUNTY, FLORIDA FROM CONSERVATION TO RESIDENTIAL; PROVIDING AN EFFECTIVE DATE.**

A reading, introduction and public hearing will be held during the Gulf County Board of County Commissioner's Regular Meeting on Tuesday, October 27, 2015 at 9:00 a.m. (Eastern) to be held in the County Commissioner's meeting room in the Robert M. Moore Administration Building, Gulf County Courthouse Complex, Port St. Joe, Florida.

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

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

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

**BY: WARD MCDANIEL, CHAIRMAN**

*Administrative:*

Ad Dates: October 13<sup>th</sup> in The News Herald

Ad #2015-94

Invoice: Gulf County Board of County Commissioners

*Additional posting per request and direction of County Administration and County Attorney's offices:*

*Public posting on Gulf County Courthouse. Gulf County Administration Building entrance. Gulf County Commission Website all before or on the dates provided for publication and notice*

*The advertisement in the News Herald shall conform to the following specifications per Fla. Stat. 125.66.*

**GULF COUNTY ORDINANCE NO. 2015-**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF GULF COUNTY, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR SMALL-SCALE LAND USE MAP AMENDMENT PURSUANT TO AUTHORITY UNDER FLORIDA STATUE 163.3187 AND FLORIDA STATUTE 125; SPECIFICALLY AMENDING PARCEL ID #01045-050R, 1 ACRE OF LAND LYING AND BEING PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 9 WEST, GULF COUNTY, FLORIDA FROM CONSERVATION TO RESIDENTIAL; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3187 provides for the authority and procedure for the Board of County Commissioners of Gulf County (BOCC), Florida to amend its land use map parcels under county control and that of its citizens; and

**WHEREAS**, Gulf County Rod & Gun Club Estates "Estates" was divided by order of the Court in Circuit Court Minutes Book 3, Page 125 with a plat of said Estates recorded on August 21, 1962 in O.R. Book 15, Page 293; and

**WHEREAS**, the Gulf County Comprehensive Plan was adopted on June 12, 1990 and the Gulf County Land Development Regulations were adopted in January of 1993; and

**WHEREAS**, the concept of growth management and land use were not fully developed nor understood by multiple property owners affected by such land categorizing and alternatively focused on property taxes rather than development regulations; and

**WHEREAS**, Gulf County has acknowledged that numerous parcels were likely placed into an unfavorable and undesirable land use category when the Comprehensive Plan was adopted; and

**WHEREAS**, on January 24, 2012, the BOCC approved to waive the Small Scale Map Amendment application fee for property owners of Conservation lands that qualified for the exemption; and

**WHEREAS**, Gulf County through a Small Scale Map Amendment with the established fee waiver, has since approved land use change from Conservation to Residential for Parcel ID #00683-000R through adoption of Ordinance 2012-02 on March 27, 2012 and again for Parcel ID #01045-100R through adoption of Ordinance 2013-08 on December 10, 2013; and

**WHEREAS**, the State owned land along and adjacent to the Estates referenced herein were designated Conservation land use; and

**WHEREAS**, the "Estates" were also designated as Conservation land use; and

**WHEREAS**, Gulf County has acknowledged that parcels with this designated land use category may cause undue financial hardship on said owners and Gulf County is committed to assisting these owners resolve their land use issues; and

**WHEREAS**, on September 11, 2012 the BOCC voted to approve the Planning Development and Review Board "PDRB" recommendation that stated in part: In consideration of the current development dispute and previous approvals, the PDRB recommends to the BOCC to direct any private property owner with a verified single "lot of record" parcel with a deeded boundary of ten (10) acres or less before the adoption of 1990 Comprehensive Plan that was designated Conservation to apply for a Small Scale Land Use Change per Florida Statutes 163.3187 to pursue reconciliation for any development grievance on that parcel.; and

**WHEREAS**, The Gulf County PDRB has held a public hearing on September 21, 2015 wherein it voted to recommend approval of the subject land use subject to the aforementioned process and recommendation of this Board for the change to the land use of said parcel from Conservation to Residential; and

**WHEREAS**, The Gulf County Board of County Commissioners held a public hearing on September 22, 2015 wherein it voted to accept the recommendation of its PDRB and ratify through ordinance and appropriate public hearing the subject land use change of said parcel from Conservation to Residential; and

**WHEREAS**, in accordance with Florida Statutes Section 163.3187(1)(c)(2) and Florida Statute Section 125.66(2)(a), specifically provides for the proper publication, notice and announcement of Gulf County's intent and consideration of any and all land use modification requested by the parcel owner and ordinance adoption; and such notice has been properly published for general circulation in the county in advance of the public hearing for consideration of this ordinance, and

**WHEREAS**, in accordance with Florida Statute 163.3187(1)(c)(2) and Florida Statute 125, notice was provided to the public of three public hearings to be held on September 21 before the PDRB again on September 22 before this Board of Commissioners and again on October 27<sup>th</sup>, 2015 whereafter public comment the Board of County Commissioners may consider for adoption the proposed land use change by ordinance; and

**NOW THEREFORE BE IT ORDAINED, THAT IN EXERCISE OF ITS AUTHORITY, THE BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA HEREBY GRANTS THE LAND USE CHANGE AS FOLLOWS:**

- Section 1) Changing Parcel ID #01045-050R (Exhibit "A") from Conservation to Residential
- Section 2) A certified copy of the enacting ordinance shall be on file with the Clerk of Court of Gulf County, Florida.

- Section 3) Effective date, this ordinance shall take effect as provided by law 31 days from adoption. Passed and duly adopted by the Gulf County Board of County Commissioners for Gulf County, Florida this October 27, 2015.
- Section 4) Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.
- Section 5) All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with any conflicting state general or special law controlling the Gulf County Comprehensive Plan and, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part.
- Section 6) It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Board and filed with the Clerk to the Board pursuant to Gulf County Board Policy for Rules and Procedure.
- Section 7) If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Following three properly noticed and conducted public hearings; the foregoing Ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, being put to vote, the vote as follows:

Commissioner Barnes \_\_\_\_\_

Commissioner McLemore \_\_\_\_\_

Commissioner Quinn \_\_\_\_\_

Commissioner McDaniel \_\_\_\_\_

Commissioner Bryan \_\_\_\_\_

DULY PASSED AND ADOPTED THIS 27<sup>th</sup> day of October, 2015

ATTEST: REBECCA NORRIS  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF GULF COUNTY

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN WARD MCDANIEL

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jeremy T.M. Novak, Gulf County Attorney

**EXHIBIT "A"**

**Parcel ID #01045-050R**

SECTION 35, T5S, R9W, GULF COUNTY, FLORIDA, ONE (1) ACRE PER DEED  
RECORDED IN ORB 9 PAGE 361 ON THE CHIPOLA RIVER ORB 578/519 PR FR KING  
MAP 143

## PUBLIC NOTICE

**A Public Hearing will be held before the Gulf County Planning and Development Review Board (PDRB) on Monday, October 19<sup>th</sup>, 2015 at 8:45 a.m. EST and thereafter a quasi-judicial hearing before the Gulf County Board of County Commissioners (BOCC) meeting on Tuesday, October 27<sup>th</sup>, 2015 at 9:00a.m. EST. Both the public hearing and the quasi-judicial hearing will be held in the Gulf County BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearing before the PDRB will be to discuss, review, and submit recommendations to the BOCC on the following:**

1. Variance – Ellis Caudle Smith, Jr. - Parcel ID #03806-082R - Section 31, Township 6 South, Range 11 West – St. Joe Beach (Beacon Hill) – Gulf side Hwy 98 – Road side building setback variance request
2. Public comment and discussion

The public is encouraged to attend and be heard on these matters. Information prior to the public hearing and quasi-judicial hearing can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 311.

Pursuant to 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.

Americans with Disabilities Act

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the County at least 3 days before the workshop/meeting/hearing by contacting: County Administrators Office at (850) 229-6106. If you are hearing or speech impaired, please contact Gulf County by utilizing and making the necessary arrangements with the Florida Coordination Council for the Deaf and Hard of Hearing at 866-602-3275.

Date: October 1, 2015